



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 20, 2016

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mayor Pro Tem Diane Huddleston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilperson Dennis Beasley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilperson Louie Potetz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilperson Libby Simonson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilperson David Arnold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilperson Paul Glazener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 3626)

Public Hearing on the proposed annexation of .55 square miles beginning at the intersection of the South Line of the existing City Limits of the City of Liberty and the Trinity River, having coordinates of N: 10004359.04, E: 4042761.36.

2. Council Action (ID # 3627)

Consider approval of an Interlocal Agreement with Liberty County Precincts 1 & 2 for the maintenance of streets, roads, ditches and recreational areas, and take any action deemed necessary.

- Interlocal with County Prec 1 & 2-2016 (DOCX)

3. Council Action (ID # 3628)

Consider approval of an Interlocal Agreement with the Liberty Independent School District for a School Resource Officer.

- Interlocal LISD SRO (PDF)

4. Council Action (ID # 3629)

Consider and take action regarding a price adjustment agreement with the Sam Rayburn Municipal Power Agency.

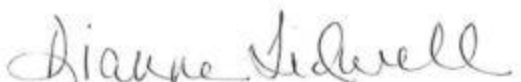
5. Council Action (ID # 3630)

Consider and take action regarding a price adjustment agreement for electricity with Boomerang Tube.

IV. ADJOURNMENT

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 16th day of September, 2016 at 2:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.



Dianne Tidwell, City Secretary

NOTICE

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

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



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.1

Meeting: 09/20/16 06:00 PM

Department: Administration
Category: Annexation Issues

PUBLIC HEARING (ID # 3626)

DOC ID: 3626

EXPLANATION:

This is the second of two public hearings held on the proposed annexation of this property. The first public hearing was held on Tuesday, September 13, 2016.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.2

Meeting: 09/20/16 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3627)

DOC ID: 3627

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1 and Precinct 2, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and

WHEREAS, the County has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and

WHEREAS, the City has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; 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 manpower, equipment and other resources;

NOW THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower, equipment and other resources to the City for the maintenance of streets, roads, ditches and recreational areas.
2. The City agrees to provide manpower, equipment and other resources to the County for the maintenance of streets, roads, ditches and recreational areas, as well as other governmental functions.

Attachment: Interlocal with County Prec 1 & 2-2016 (3627 : Interlocal-Lib Co. Precincts 1&2)

3. The City agrees to fairly compensate the County, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the city's current revenue.
4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the county's current revenue.
5. The Commissioner of Precinct 1 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
6. The Commissioner of Precinct 2 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
7. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, the inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds, or insufficient funds, are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
8. To the fullest extent permissible under Texas law, City of Liberty shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Liberty, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.
9. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Liberty, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore,

nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

- 10. Neither party shall be deemed an employee or agent of the other party. This Interlocal Agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.
- 11. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the City's use of County equipment.
- 12. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the County's use of City equipment.
- 13. **The City understands that before beginning a project under an interlocal contract, the Commissioner Court of Liberty County must give specific written approval for the project as required by Tex. Gov. Code §791.014 which provides:**

791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.

(b) The approval must:

- (1) be given in a document other than the interlocal contract;**
- (2) describe the type of project to be undertaken; and**
- (3) identify the project's location.**

see Tex. Gov. Code, §791.014, et. seq.

This agreement shall commence on the 1st day of October , 2016 and ends on the 30th day of September , 2017. Either the County or the City may cancel this agreement at any time.

Executed on this the day of , 2015, by Jay Knight, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the day of , 2015, by Mike McCarty, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the day of , 2015 by Greg Arthur, Commissioner Precinct 2, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Attachment: Interlocal with County Prec 1 & 2-2016 (3627 : Interlocal-Lib Co. Precincts 1&2)

Executed on this the 20th day of September, 2016, by the City Manager, on behalf of the City of Liberty, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF LIBERTY

Jay Knight, Liberty County Judge

Gary Broz, Liberty City Manager

Mike McCarty, Comm. Precinct 1

Greg Arthur, Comm. Precinct 2

ATTEST:

Paulette Williams, Liberty Co. Clerk

Dianne Tidwell, City Secretary

Attachment: Interlocal with County Prec 1 & 2-2016 (3627 : Interlocal-Lib Co. Precincts 1&2)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.3

Meeting: 09/20/16 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3628)

DOC ID: 3628

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER

This agreement (“Agreement”) is made and entered into between the **City of Liberty**, a home rule municipal corporation of the State of Texas (“City”), acting by and through **Gary Broz**, its duly authorized City Manager, and the **Liberty Independent School District**, a political subdivision of the State of Texas located in Liberty County and a legally constituted Independent School District (“District”), acting by and through **Cody Abshier**, its duly authorized Superintendent.

RECITALS

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

WHEREAS, the citizens of Liberty and City’s City Council have determined that the security of students is paramount; and

WHEREAS, District wishes to secure a School Resource Officer through which City provides school security to the Liberty ISD using a City police officer assigned to the District;

WHEREAS, in accordance with the Act, The City and the District recognize that any payments for the performance of governmental functions or services are from available current revenues.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

AGREEMENT

1.

City, through the City Manager and in conjunction with District personnel, shall assign a police officer to work at specific schools within the District to provide school security. The assigned officer shall work directly with the District’s school superintendent and principals. The assigned officer’s responsibilities at the District shall be limited to those duties related to law enforcement activities. The assigned officer shall have the District’s Security as his or her primary duty, and will not be regularly assigned additional police duties by the City’s police department during the school year. City reserves the right, however, to reassign the officer temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the City and school is not in session. City shall coordinate assignment and duty hours with the District to include a 40 hour work week. Some of the scheduled hours may be assignment at events after school hours as requested by the District. If necessary to

handle unplanned absences at schools, an officer other than the School Resource Officer may be assigned temporarily to provide coverage for the School District.

2.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all City's police officers. District shall provide any equipment necessary to allow the assigned officers to communicate with District staff.

3.

The Liberty Police Department shall develop and maintain emergency response plans for every school within its jurisdiction. These plans shall be kept confidential within the Liberty Police Department for security purposes. Meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall designate an officer to be responsible for maintenance and dissemination of these plans.

4.

District covenants and agrees to fully cooperate with the City of Liberty in the implementation of the placement of the School Resource Officer. However, during the school year, the weekly schedule as to covered campuses, hours, and attendance at events, shall be developed primarily to meet the needs of the District.

5.

District shall pay to City \$60,000.00 ("Contract Amount") for City's provision of a School Resource Officer. It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a monthly basis.

The City and District agree that this interlocal agreement shall automatically renew each year. The City and the District may agree to amend the contract price or terms at any time. In the event of contract termination, the school resource officer will not return to work at the District, and the City of Liberty Police Department may employ the officer in another capacity at its expense, or terminate the officer's employment based on the Police Department's staffing needs, budgetary considerations, and policies.

6.

The term of this Agreement is for a period beginning on August 1, 2016, and ending on July 31, 2017. This agreement shall be automatically renewed each year. However, either Party to the agreement may decide to not re-new the agreement for a new term.

7.

This Agreement may be terminated by either party for any reason upon giving sixty (60) days written notice of termination to the other party.

8.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed under this Agreement. City shall have access, at all reasonable hours, to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, with said access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

9.

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. The City, including the assigned School Resource Officer, shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other party.

10.

City and District covenant that neither Party nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status.

12.

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.

13.

The failure of City or District 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 City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

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.

15.

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

16.

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

17.

Notices to District shall be deemed given when delivered in person to the Superintendent, or the next business day after the mailing of said notice addressed to said District Superintendent by United States mail, certified or registered mail, return receipt requested, and postage paid at 1600 Grand Avenue, 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 Manager by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston, Liberty, TX 77575.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty, Liberty County, Texas, this ____ day of _____, A.D. 2016.

ATTEST: CITY OF LIBERTY

City Secretary

Gary Broz
City Manager

ATTEST: LIBERTY INDEPENDENT
SCHOOL DISTRICT

Liberty ISD

Cody Abshier
Superintendent

Attachment: Interlocal LISD SRO (3628 : School Resource Officer)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.4

Meeting: 09/20/16 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3629)

DOC ID: 3629



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.5

Meeting: 09/20/16 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3630)

DOC ID: 3630