



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, September 8, 2020

6:00 PM

City Hall - Liberty Center

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 ALLEGAANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

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 # 4903)

City Manager's Report - City Manager Tom Warner - Hurricane Laura, COVID-19, ISO, Sales Tax, Airport, Library, Golf Course & Certificates of Occupancy

- City Manager's Report September 8 2020 (DOCX)
- CERTIFICATE OF OCCUPANCY - RESIDENTIAL CHECKLIST (DOCX)

B. Information Item (ID # 4904)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

C. Information Item (ID # 4905)

Department Reports

- Building Report - August 2020 (PDF)
- Library - August 2020 (PDF)
- Public Works - Aug 2020 (DOCX)
- Fire - August 1 to August 31, 2020 (XLS)
- Police - August 2020 (XLS)

D. Information Item (ID # 4906)

Sam Rayburn Municipal Power Agency - Mayor Pickett

E. Information Item (ID # 4907)

Mayor, Council and Staff Comments

VI. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board 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, August 04, 2020
2. Tuesday, August 11, 2020
3. Thursday, August 20, 2020
4. Tuesday, August 25, 2020

B. Resolution (ID # 4895)

Consider acceptance of the 2021 TxDOT Routine Airport Maintenance Program (RAMP) Grant Agreement.

- RAMP_2021 grant (PDF)

VII. REGULAR AGENDA**A. Executive Session****EXECUTIVE SESSION:**

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

- To seek advice regarding contemplated / pending litigation.

B. Reconvene into Regular Session**1. Council Action (ID # 4911)**

Consider and Take Action on matters discussed with Attorney in Executive Session.

2. Information Item (ID # 4902)

Mr. James Chandler will address the Council regarding the Status of the Liberty Municipal Park, Use and Maintenance of the fields and bathroom facilities at the Liberty Municipal Park.

- Chandler request for placement on agenda (PDF)

3. Resolution (ID # 4908)

Consider appointments to the Liberty Municipal Library Board.

4. Resolution (ID # 4910)

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

- LCAD Agricultural Advisory Board Appointments (PDF)

5. Resolution (ID # 4909)

Consider a nomination(s) to the Liberty County Central Appraisal District Appraisal Review Board.

- LCAD Appraisal Review Board (PDF)

6. Resolution (ID # 4900)

Consider a Resolution authorizing a Chapter 380 Economic Development Agreement between the City and Liberty Bypass LLC.

- REVISED FINAL Shops at Liberty Ch 380 Economic Development Agreement (PDF)

7. Ordinance (ID # 4894)

CONSIDER AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AMENDING THE MASTER FEE SCHEDULE BY INCREASING WATER AND WASTEWATER RATES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

- Master Fee Schedule changes (PDF)

8. Ordinance (ID # 4912)

CONSIDER AN ORDINANCE AMENDING CHAPTER 3, BUILDING REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING ARTICLE 3.02, ARTICLE 3.03 AND ARTICLE 3.04 RELATING TO BUILDING CODES ADOPTION; ESTABLISHING AN EFFECTIVE DATE; AND DISPENSING WITH SECTION 3.10 OF THE HOME RULE CHARTER THAT ORDINANCES BE READ ON TWO SEPARATE OCCASIONS.

- EXHIBIT A - Building Code Adoption (DOCX)

9. Ordinance (ID # 4896)

CONSIDER AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF LIBERTY, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND

DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. (FIRST READING)

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 September, 2020 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: 09/08/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4903)

DOC ID: 4903

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: September 8, 2020

Re: City Manager Report

1. In anticipation of Hurricane Laura, the City's Emergency Operations Center (EOC) was activated at noon on August 26, 2020. Although the City was not impacted by the storm, the transmission lines owned by Entergy Texas experienced tremendous damage. Based on their estimates, 37 Entergy Texas Substations and 63 transmission line in Texas were impacted. Additionally, six of the nine major transmission lines that deliver power into the Entergy Texas region from Louisiana are currently out of service. Many of the transmission structures within these lines were damaged beyond repair and require complete restoration. Although the City was notified by Entergy of the potential of rolling black outs, this notification was eventually cancelled.
2. On August 31st the City Hall Lobby was reopened with mask and social distancing requirements. Additionally, the September 8th City Council Meeting will be open to the public and held in City Council Chambers. Each member of the public and City Council will be required to wear a mask and observe social distancing guidelines.
3. The City received the final Insurance Services Office (ISO) report on September 1, 2020. ISO's Public Protection Classification (PPC) plays an important role in the underwriting process at insurance companies. The PPC information is used as a part of the insurance companies' decision when deciding what businesses to write and coverages to offer or prices to charge for personal or commercial property insurance. The results of the study resulted in the City's Rating being increased from a 5/9 to a 2/2Y. The City of Liberty is now in a group of only 286 communities, out of a total of 2,849 communities, in the State that have a rating of 2. There are only 57 communities in the State with a rating of one (1), which is the highest rating. Congratulations to Chief Hurst, Lieutenant Elaine Taylor, Damon Jones and the employees of the Fire, Police and Water Departments for their contributions in achieving this higher rating.
4. The City Sales and Use Tax amounts for August reflect an increase of 4.58% over the same period last year. The 2020 net payment was \$296,624.16 while the net payment for 2019 was \$283,622.07. Total payments to date total \$2,111,785.77 or 1.87% over last year's total for the same period.
5. The Texas Department of Transportation (TxDOT) Commission, during their August 27th meeting, approved the FY21-23 Aviation Capital Improvement Program (CIP). The CIP includes two projects for Liberty Municipal Airport. The two projects are the runway and

Attachment: City Manager's Report September 8 2020 (4903 : City Manager's Report)

taxiway pavement rehabilitation scheduled for FY 2021 and wildlife fencing scheduled for FY 2023. The estimate cost for the runway rehabilitation and fencing is \$840,000 and \$450,000 respectively. There will be a 10% local match required for each project.

6. As previously reported to City Council, the Sleep Inn Hotel was original planned to be located at the intersection of FM 1011 and Hwy 146. The developer has indicated to Staff that his investors are requesting the hotel be located on Main Street. The site currently under consideration is the vacant property north of the shopping center (old Thrif-Tee Food Store) at the intersection of Monta and Loop 227 (North Main Street). In addition to the hotel, the developer is also planning to construct a new convenience store and utilize the existing fuel station.
7. Staff is currently reviewing the scope of work for renovations that were proposed for the Humphreys Cultural Center in 2017. Although the proposed 2017 scope of work was extensive, staff is determining if the work could be scaled down or phased in over time. The initial renovations will include repairs necessary to seal the building from the elements, such as roof repairs, removal or replacement of skylights and pressure washing and sealing the exterior of building. Interior repairs would include repair or replacement of water damaged sheet rock, ceiling tiles, carpet and interior painting. Once the scope of work is finalized a work session will be held with City Council to review and discuss the proposed renovations.
8. The Golf Course Architect who prepared the Master Plan and Staff are currently developing a proposed renovation plan for the improvements to the course. The proposed plan is anticipated to be completed by the end of September with a presentation to City Council in October.
9. In addition to normal maintenance, the following is a brief update on other work being performed at the Golf Course:
 - a. The Pro Shop renovations have been completed,
 - b. Repairs to the scoreboard are underway and are anticipated to be complete within by September 18th,
 - c. All the downed trees have been removed except one large stump,
 - d. The wooden stakes around the greens have been removed,
 - e. New range markers have been delivered and will be installed by September 11th,
 - f. The parking barriers in front of the pro shop have been removed and
 - g. The sink hole near the light by the Pro Shop has been filled in.
10. The Community Development Department has begun conducting Certificate of Occupancy (CO) Inspections. During August, there were a total of nine (9) applications filed and two (2) CO's issued. Five (5) CO applications were not approved for the following reasons: no fire extinguishers; work performed at non homestead residence by unlicensed individuals and three locations had multiple code violations. There was one application that the Building Official was waiting on the property owner to schedule the inspection and one application waiting on the inspection report from the Fire Marshal. A copy of the CO checklist is enclosed.

11. The following is a status of the current Electric Projects based on the budget changes:

<u>Project</u>	<u>Complete</u>	<u>Estimated Cost</u>	<u>Spent to Date</u>
a. Pine Place Subdivision	41%	\$ 63,137	\$ 25,903
b. Featherstone Subdivision	50%	\$126,186	\$ 62,866
c. Whittington Subdivision	68%	\$242,236	\$166,134
d. Live Front Transformer	67%	\$214,004	\$144,156
e. Beaumont #3 Lateral	62%	\$383,748	\$238,849
f. UG Primary	76%	\$190,000	\$144,440
g. OH Transformer Platform	43%	\$ 64,819	\$ 31,625
h. Regency Place	68%	\$270,040	\$187,937
i. Travis Park	90%	\$332,000	\$300,002
j. Street Lighting	68%	\$331,318	\$226,547
k. Beaumont #2 Laterals	77%	\$724,548	\$559,554
l. Beaumont #4 Laterals	73%	\$416,365	\$302,325
m. Beaumont #5 Laterals	65%	\$358,916	\$237,659
n. Liberty #1 Laterals	49%	\$ 59,280	\$ 28,747
o. Liberty #2 Laterals	1%	\$175,000	\$ 452
p. Liberty #3 Laterals	0%	\$126,266	\$
q. <u>Liberty #4 Laterals</u>	7%	\$230,000	\$ 16,810
Totals		\$4,307,863	\$2,674,006



RESIDENTIAL CERTIFICATE OF OCCUPANCY – CHECKLIST

CITY OF LIBERTY ORDINANCE 3.13

All residential properties, other than apartment complexes with three or more units, are required to be inspected prior to the issuance of a Certificate of Occupancy; this includes (1) new construction, (2) change of tenants, and (3) change of owners. Inspections will be conducted using the **2018 International Property Maintenance Code**. Please call the Community Development Department at 936-336-3684 to schedule an inspection.

	<i>IPM Code Section</i>	<i>PASS</i>	<i>FAIL</i>
Electrical – The electrical system including service, fusing, outlets, and wiring has no visible or obvious defects which constitute a hazard to the occupant.	604		
Plumbing Fixtures – Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed.	504		
Egress – Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort.	702		
Stairs – Interior stairs, handrails and guards shall be maintained in sound condition and good repair.	305		
Siding – All exterior siding, decking, and trim is free from holes and rot.	304		
Windows & Doors – Every window, skylight, door and frame is in sound condition, good repair and weather tight.	304		
Address – The street address is placed in a position to be plainly legible and visible from the street or road fronting the property.	304		
Utility Connection – Utilities shall be properly connected to either a public water/sewer system or to an approved private water/sewer system	505		
Garbage – The premises shall be free from any accumulation of rubbish or garbage	308		

Comments: _____

Property Address: _____

Inspected by: _____

Date Inspected: _____

Updated 08-21-2020



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4904)

DOC ID: 4904

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.C

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4905)

DOC ID: 4905

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.

CITY OF LIBERTY INSPECTIONS & PERMITS MONTHLY REPORT

	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>	<u>Jul-20</u>	<u>Aug-20</u>
<u>PLAN REVIEW</u>					
# of Plans Reviewed	N/A	7	12	10	5
<u>BUILDING PERMITS</u>					
Commercial Building Permits - New	1	0	0	1	2
Commercial Building Permits - Renovation/Remodel	1	1	0	1	3
Commercial Building Permits - Addition/Expansion	0	0	0	0	0
Residential Building Permits - New (Single Family)	3	5	3	2	0
Residential Building Permits - New (Multi-Family)	0	0	0	0	0
All Other Permits Issued	32	24	64	50	40
<u>CERTIFICATE OF OCCUPANCY</u>					
Commercial C of O's Issued	N/A	0	0	1	1
<u>FEE REVENUE</u>					
Permit Fee Revenue	\$ 6,615.00	\$ 8,083.70	\$ 3,516.14	\$ 8,789.01	\$ 10,520.77
Tap Fee Revenue		\$ 1,550.00	\$ 400.00	\$ 975.00	\$ 400.00
May 2020 Commercial Permits					
* Liberty High School-tennis court light poles replaced					
July 2020 Commercial Permits					
* First Liberty National Bank-refigure drive thru lanes					
*1606 Grand Ave. LISD-plumbing under bldg.					
*CO "Interactive Center for Toddlers"					
August 2020 Commercial Permits					
*100 Country Club-AT&T-antenna & tower equipment changes					
*11616 HWY 90 E-Shamrock buildout					

- *2121 HWY 146 Bypass-replaced Walmart walk-in coolers
- *2914 N. Main-Dollar Tree
- *4611 Sandune-T-Mobile cell tower equipment upgrade
- * CO 1008 N Main "Smoke & Vape House"

Liberty Municipal Library August 2020 Monthly Report

	This Month	Last Year	FY to Date
Circulation:			
Adult Print Materials Circulation	431	1,242	7,598
Juvenile Print Materials Circulation	224	1,643	8,118
Periodicals	2	8	117
Young Adult Print Materials Circulation	53	254	882
Adult & YA E-book Circulation	314	324	3,372
Adult & YA Audiobook/Video Circulation	91	126	881
Juvenile E-book Circulation	18	26	206
Juvenile Audiobook Circulation	17	3	172
Spanish Materials Circulation	9	76	452
Projectors	0	0	2
Read-alongs	1	0	34
DVDs/Blu-Ray	75	507	3,291
Audiobooks & Music CDs	2	101	188
Video Tapes in English	0	52	346
Video Tapes & DVDs in Spanish	0	1	11
ILLs Received from Other Libraries	0	0	6
ILLs Provided to Other Libraries	2	7	37
Total Adult & YA Circulation All Formats	977	2,690	16,087
Total Juvenile Circulation All Formats	260	1,672	8,530
Total Circulation All Formats	1,237	4,362	24,617

	This Month	Last Year	FY to Date
Reference Services:			
In-house Reference	56	182	1,699
Telephone Reference	345	125	2,284
Public Computer Assistance	6	177	902
Collection Statistics:			
Volumes Added to Collection	263	283	2,790
Volumes Removed from Collection	92	144	1,731
Total Volumes in Collection	52,536	52,144	52,536
Titles Added to Collection	206	207	2,131
Titles Removed from Collection	10	122	698
Total Titles in Collection	63,195	61,965	63,195
Cataloging:			
Books Cataloged	190	194	1,474
DVDs Cataloged	11	8	146
Audiobooks & Music CDs Cataloged	5	1	13
Periodicals Cataloged	51	65	629
Building Use/Programs/Public Relations:			
Meeting Room/Pavilion Use	0	7	63
Story Time Programs	0	1	24
Story Time Attendance	0	31	456
Misc. Children's Programs/Tours	0	0	9
Misc. Children's Programs/Tours Attendance	0	0	378

	This Month	Last Year	FY to Date
Young Adult Programs	0	0	0
Young Adult Attendance	0	0	0
Adult Programs	0	5	30
Adult Programs Attendance	0	40	241
Speaking Engagements	1	0	12
Total Programs	0	6	61
Total Attendance All Programs	0	71	998
Patron Count/Volunteers:			
New In-City Patrons	0	16	109
In-City Cards Renewed	6	33	135
In-City Cards Deleted	0	305	87
Total In-City Patrons	3,167	7,385	3,167
New Out-of-City Patrons	13	44	170
Out-of-City Cards Renewed	9	26	204
Out-of-City Cards Deleted	0	2,846	99
Total Out-of-City Patrons	4,883	4,170	4,883
New E-Book Users	12	5	67
Tex Share Cards Issued	0	0	0
Total Volunteers	0	1	24
Total Volunteer Hours	0.00	7.50	105.50
Traffic Count	0	3,583	14,654

	This Month	Last Year	FY to Date
Public Use Technology:			
Wireless Users	15	6	169
New Computer Users	0	45	222
Deleted Computer Users	0	0	0
Public Computers Users This Month	0	615	2,134
Hours of Patron Computer Use	0	459	1,560
Website Sessions: Ploud, Online Catalog	1,576	3,138	20,995
Website Users	396	416	3,726
Social Media Sessions: Facebook, Instagram	551	170	3,065
Social Media Users	230	141	4,501

Liberty Municipal Library Monthly Report February 2020 through August 2020

Circulation	March	April	May	June	July	August
Spanish Materials Circulation	49	1	8	42	8	9
Total Adult & YA Circulation All Formats	1,431	532	786	1,453	1,025	977
Total Juvenile Circulation All Formats	809	89	146	818	344	260
Total Circulation All Formats	2,240	621	932	2,271	1,369	1,237
Reference Services						
In-house Reference	169	0	38	75	37	56
Telephone Reference	247	117	207	273	278	345
Public Computer Assistance/Facebook Ref.	101	0	0	17	0	6
Collection Statistics						
Total Volumes in Collection	52,738	52,170	52,187	52,392	52,364	52,536
Total Titles in Collection	63,083	63,528	63,652	64,071	64,192	63,195
Cataloging						
Books Cataloged	161	95	78	283	97	190
DVD/ Blu-Rays Cataloged	6	29	15	6	0	11
Audiobooks & Music CDs Cataloged	0	0	0	0	0	5
Periodical Cataloged	55	71	49	58	53	51
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	8	0	0	0	0	0
Story Time Attendance	71	0	0	0	0	0
Misc. Children's Programs/Tours Attendance	0	0	0	0	0	0
Adult Programs Attendance	31	0	0	0	0	0
Total Programs	7	0	0	0	0	0
Total Attendance All Programs	102	0	0	0	0	0
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	3,377	3,349	3,318	3,224	3,196	3,167
Total Active Accounts Out-of-City Patrons	5,144	5,099	5,067	4,988	4,930	4,883
Total Volunteers	2	0	0	0	0	0
Total Volunteer Hours	11	0	0	0	0	0
Patron Visits Count	1,306	0	0	492	0	0
Public Use Technology						
Wireless Users Estimate	10	17	8	12	10	15
Public Computers Users This Month	228	0	0	0	0	0
Hours of Patron Computer Use	168	0	0	0	0	0
Website Visits: Ploud, Online Catalog	1,453	1,419	1,397	2,285	3,200	1,576
Social Media: Facebook, Instagram	183	155	159	141	192	551

Liberty Municipal Library Volunteer Report for the Month of August 2020																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Name of volunteer																																
Arceneaux, Val																																0
Cash, Terry																																0
Davis, Beverly																																0
Harbour, Cathy																																0
Pickett, Sandy																																0
Rogers, Ann																																0
Sundgren, Gary																																0
Sundgren, Josh																																0
Sundgren, Stacy																																0
																																0
Total for month																																0

Liberty Municipal Library August 2020 Report

The big event of August fortunately did not happen. Cat 5 Hurricane Laura was forecast to come ashore in East Texas on August 26 but instead went in near Lake Charles, Louisiana. On August 21 the library staff began preparing for the storm. Heavy sheet plastic—more than one hundred feet of it—was draped over the book stacks near the windows. Trash cans were placed underneath known roof leaks. Furniture was moved. Trash barrels were brought in from the back lawn. Our book-reading dragon was moved away from its perch next to the east windows. Computers were covered. AV equipment was relocated. The city placed sandbags at our front and back foyer doors and at the north theater emergency exit door.

We were ready for anything but were very, very relieved when all we received was a quick shower on August 26. Getting the library back to normal began when the staff returned the next day. The preparation was beneficial as a learning experience since most of the staff weren't employed here when the last hurricane blew through.

Custodian Mike Kaiser returned to work just in time to finish folding up the largest sections of plastic sheeting. Mike resides in China and he and his wife had evacuated to higher ground when a mandatory evacuation for Jefferson County was issued.

The building maintenance issues of July continued into August. We learned that roof top AC unit 5 needs a new blower assembly. The leaky boiler pump was removed for repairs on August 7. The rebuilt pump was installed on August 19 and the library staff happily put away the coats and mittens they'd had to wear during the 1 ½ weeks we had no heat. The HVAC in the old part of the library uses boiler heat to help reduce the humidity level. Without the reheated air, all the system could do was churn out cold air. The temperature registered 59 degrees several mornings and remained in the 60s until the pump was installed.

On August 10 the second-floor air handler for AC unit 1 leaked water from its drain pan again, and water poured down into the walls and puddled on the first-floor transition area between the old and new sections of the library. We had to pull up more carpet squares in an area that was already missing squares from previous leaks. The carpet was saturated with water and the glue was ruined. We also had to move furniture and shelving away from the leaks in the young adult area. This was the worst leak we've had, and the damage from previous leaks was made worse. A float valve is needed to trigger shutting down the AC unit to prevent more water damage when the drain pan fills up.

Trinity Glass continued installing our cough shields at the circulation and information desks throughout August. With the increasing cases of COVID-19 in the county we don't feel comfortable opening to the public until the installation is complete.

Library Director Dana Abshier filed the paperwork with the State for our elevator inspection and license renewal, and also filed a report with the State of Texas Grant Management System for reimbursement for our interlibrary loan postage costs for the year.

Administrative Assistant Amber Ursprung is working on the library's fourth year application to the Federal E-Rate program, which pays the majority of the cost for our internet access. This year she will also include wireless access in our application.

Amber, Paige Garcia, Children's Librarian Katie Edgell and Dana participated in a total of seventeen webinars during the month.

The library added to its virtual offerings when Paige, our information and young adult library technician, was recorded giving a short review of a YA novel by James Patterson. Katie filmed the review. Katie and Bilingual Library Technician Maggie Varela continued to produce their virtual Story Time Programs which are popular.

Gail Williamson has added the duties of recently retired staff member Peggy Carr to her list of ongoing jobs. Paige is now assisting Gail with the adult fiction inventory.

Two staff members were quarantined during part of August because of COVID-19. One had all the symptoms but tested negative for the corona virus, and the other staff member had been exposed but did not develop the disease. All the staff were greatly relieved that neither was ill.

The grandfather of one of our little Story Time friends reported that his grandson cries unconsolably every time his family drives past the library. According to grandpa, the little fellow truly misses Miss Katie and Miss Maggie Varela and their Story Time Program. It's gratifying to receive positive feedback, and we'll be very happy when we can again offer Story Time inside the library.

AUGUST// 2020 //

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

**JAMES
REDDING –
STREETS
DIRECTOR**

- Notes:
- Swept streets
- Mowed on route
- Cleaned ditches on Kipling and Tanner
- Replaced faded stop and yield signs
- Sprayed mosquitoes
- Repaired stop sign at Davidge and Beaumont
- Cleaned ditch on Hillside
- Repaired sidewalk on Forest
- Picked up trees at golf course on Mondays
- Removed beverage cages at golf course
- Repaired drainage pipe at golf course
- Repaired driveway on Centennial
- Repaired concrete cut on Trinity
- Checked levee and pumps on Mondays
- Greased all equipment
- Filled in washout on South Milam for elect. dept.
- Poured street cut and sidewalk on Hollywood
- Had 2 pumps delivered for hurricane Laura
- Cleaned inlets prior to hurricane Laura
- Completed storm prep
- Built curb on Hollywood

Attachment: Public Works - Aug 2020 (4905 : Department Reports)



STREETS AND FIRE DEPARTMENT WORKING TOGETHER TO REMOVE DEBRIS FROM US 90.



STREETS AND LIBERTY POLICE WORKING TOGETHER TO CLEAR US 90-OFFICER DAVILLA.

Attachment: Public Works - Aug 2020 (4905 : Department Reports)

FIXING THESE STREETS

Streets:					
	Graded:				Miles
	Swept:			9	Hours
	Street cut repairs:				Each
	Curb & Gutter Repair:			20	Feet
Drainage:					
	Ditch Cleaning:			850	Feet
	Culvert Installation:				Feet
	Catch Basin/inlets cleaned:			765	Each
	Levee Inspection:			Yes	
	Flap gate Debris Removal:				
Spraying:					
	Herbicide:				Gallons
	Mosquito:			486	Miles
Signs:					
	Installed				Each
	Repaired/ Replaced			50	Each



PARKS DEPARTMENT

MEASURE TWICE, CUT ONCE!!!

Work completed

TOM TULLOCK – PARKS

Work Completed:

Fields:

Work Performed: Picked up trash and maintained as needed. Mowed five (5) times and weedeated twice.

Restrooms:

Work Performed: Washed all restrooms twice a week and cleaned and swept as needed. Replaced toilet paper and other things as needed also. Installed new paper towel holders and toilet paper holders in restrooms. 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.

Splash Pad:

Work Performed: Mowed and weedeated as needed. Maintained chemicals every day. Splash pad is shut down.

Jogging Trail:

Work Performed: Picked up limbs and trash as needed also, weedeated around trees and rocks as needed. Mowed four (4) times.

Playground Equipment:

Work Performed: Checked and made sure all playground equipment was in good working order. Pressure washed the white fence around playground. Re-opened all playground equipment, benches, etc.

-

Pocket Parks:

Work Performed: Picked up trash and other debris every day. Changed trash barrels as needed in all pocket parks. Opened up all pocket parks.

Trees:

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

Flags:

Work Performed: Checked flags every day for damage.

Notes:

1. Filled holes throughout park.
2. Sprayed walking trail and all rocks throughout park.
3. Disinfected all playground equipment at the municipal park and all pocket parks.
4. Replaced flag ropes at city hall.
5. Picked up limbs at city hall for contractors.
6. Pressure washed main bathroom at city park.
7. Had Davey cut down three (3) trees that were hazardous to park patrons.
8. Mowed pond edge with slope mower.
9. Moved all barrels and other loose items at park to secure them during Hurricane Laura
10. Filled all gas cans, vehicles, and fuel tanks before Hurricane Laura.
11. Took down all flags throughout the city before Hurricane Laura.



PARKS MAINTAINING THE MUNICIPAL PARK; ROBERT BIRD

Attachment: Public Works - Aug 2020 (4905 : Department Reports)

AMERICA RUNS ON GOOD CLEAN WATER!

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



RAVENHILLS – WATER LEAK; DAVID DISKELL, JAYMES YOUNG, DAVID ALLISON AND MIKE FLINN

Attachment: Public Works - Aug 2020 (4905 : Department Reports)



MANHOLE REHABILITATION-TRAVIS LIFT STATION

REPAIRS COMPLETED

36	WATER REPAIRS
16	SEWER REPAIRS

LINE MAINTENANCE (VACCON)

37/410	HOURS OF OPERATION / TOTAL
1000	FEET OF SEWER LINE CLEARED / CLEANED
2	MANHOLES CLEANED

WORK COMPLETED**MISC:**

2	MANHOLE REPAIRS	
16	SEWER STOPAGES	HARDIN & AMES READINGS CHECKED DAILY
3	METER REPAIRS	
6	RADIO REPLACEMENTS	HURRICANE PREP FOR HURRICANE LAURA =
0	WATER TAPS	2 DAYS
0	SEWER TAPS	
4	CUSTOMER PROBLEMS	
61	LOCATE LINES	
61	TEXAS 811 LINE LOCATES	
0	METER BOXES REPLACED	
0	METER LIDS REPLACED	
2	CLEANOUTS REPLACED / INSTALLED	
0	PULLED METERS	
21	CUSTOMER REQUESTED TURN ON	
22	CUSTOMER REQUESTED TURN OFF	
2	CUT OFF SERVICE	
70	RECHECKS	

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	FREQUENCY THAT LIFT-STATIONS ARE CHECKED
MONTHLY	END LINE FLUSHING

ELECTRICAL DEPARTMENT

WE POWER LINES THAT POWER LIVES!

CHARLES YPMA – ELECTRICAL SUPERVISOR

The Electrical Department received 46 request this month and closed out 38 of them with 8 carrying overs to September 2020. The requests range from power restoration, blown fuses, sagging 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.



**BEAUMONT ELECTRICAL
SUBSTATION**

COMPLETED WORK REQUESTS

MISC. MAINTENANCE	8
NO POWER	20
POWER LINE ISSUE	3
POLE ISSUE	1
SECURITY LIGHT	2
STREET LIGHT	2
TREES AND VINES	2
TOTAL INCIDENTS RESOLVED	38

Attachment: Public Works - Aug 2020 (4905 : Department Reports)

POWER OUTAGES

August 2020

Date	Location	Time Called Out	Time Power Restored	Response Time (min)	Outage Time (min)	Cause of Outage
10	1300 S. Milam	8:28 a.m.	9:36 a.m.	17	51	Owner Main Breaker Switch Open
11	3249 Beaumont Ave.	8:28 p.m.	9:20 p.m.	15	37	Blown Line Fuse-Beaumont Lift Station
12	146 Bypass_Dodge	7:28 a.m.	7:45 a.m.	5	12	Blown 20A Transformer Fuse
14	Travis Lift Station	7:15 a.m.	7:50 a.m.	25	10	Blown Fuse Caused by missing phase
14	1609 San Jacinto	9:17 p.m.	11:15 p.m.	15	103	Broken Neutral
17	1602 Hawthorn	3:00 a.m.	5:20 a.m.	10	130	Blown Fuse and Bad Transformer
17	2802 US 90	6:00 a.m.	6:40 a.m.	10	30	Blown Fuse Caused By Down Tree
17	1000 Texas St.	10:25 a.m.	11:20 a.m.	5	50	Jumper Burning A-Phase(Sparking)
21	106 Loblolly	5:22 a.m.	5:50 a.m.	18	10	Blown Transformer Fuse, Animal
24	2010 Panther Lane (703)	8:20 p.m.	9:21 p.m.	12	49	Bad Electric Meter
28	Briar Dr. - Loblolly Ln	6:45 p.m.	7:45 p.m.	5	55	Blown Line Fuse
30	2103 Cos	1:12 p.m.	1:30 p.m.	9	9	Blown Transformer Fuse
30	1837 N. San Jacinto	8:38 a.m.	9:00 a.m.	12	10	Blown Transformer Fuse, Animal
Average				23	79	

23 Minutes 79 Minutes

Attachment: Public Works - Aug 2020 (4905 : Department Reports)

All Departments Weekly Activity Report

Month Of: August 1 to August 31, 2020

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 48 Mutual Aid 5

Number Of Runs: (EMS Only) 911 Calls 149 Mutual Aid 8
 Transfers-Out of Town 50 Transfers-In Town 11 Dialysis 51

Other Information:

Total of payments that have been received at the Fire Department for EMS is: \$36,011.13

EMS Payments received at Fire Department: Year to Date (fiscal): \$567,527.93

Year to Date (calendar): \$416,003.75

Attachment: Fire - August 1 to August 31, 2020 (4905 : Department Reports)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4906)

DOC ID: 4906

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.E

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Comments

INFORMATION ITEM (ID # 4907)

DOC ID: 4907

Subject: Mayor, Council and Staff Comments

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



The City of Liberty
City Council
Special/Joint Mtng. LCDC - P&Z

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

~ Minutes ~

April Gilliland
 City Secretary
 936-336-3684

Tuesday, August 4, 2020

6:00 PM

City Hall - Liberty Center

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 August 4, 2020 at the City Hall - Liberty Center, 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	Present	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Late	6:14 PM
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Present	
Tom Warner	City Manager	Present	
Chris Jarmon	Assistant City Manager	Present	
Damon Jones	Public Works Director	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

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. Work Session

1. Work Session (ID # 4845)

Work Session for Unified Development Ordinance Stakeholders.

Minutes Acceptance: Minutes of Aug 4, 2020 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

This meeting was a Joint Meeting of the Liberty City Council, Liberty Community Development Corporation and the City's Planning and Zoning Commission. Mr. David Baird and Mr. Bret Keast from Kendig Keast, addressed the Boards regarding the primary project goals of the Unified Development Ordinance. Mr. Baird explained that this project was to streamline and standardize the City's land development process and consolidate existing development ordinances. Mr. Baird presented a detailed project schedule with deliverables and proposed meetings with a proposed completion date for the fall of 2021.

After a lengthy discussion of the Unified Development Ordinance project with city staff members and all stakeholders, Kendig Keast concluded their presentation.

A motion was made by Commission Member Daniel, seconded by President Jackson to adjourn the Planning and Zoning Commission meeting at 7:17 p.m. Motion passed 4-0

There being no further business before the Liberty Community Development Corporation, President Beasley adjourned the meeting at 7:17 p.m.

IV. ADJOURNMENT**A. Motion To:** Adjourn**COMMENTS - Current Meeting:**

There being no further business before the Liberty City Council, Mayor Pickett thanked everyone for attending the joint meeting and adjourned the meeting at 7:17 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Aug 4, 2020 6:00 PM (Minutes Approval)



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, August 11, 2020

6:00 PM

City Hall - Liberty Center

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 August 11, 2020 at the City Hall - Liberty Center, 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	Present	
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	Present	
Chris Jarmon	Assistant City Manager	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. INVOCATION

Invocation was not given.

III. PLEDGE OF ALLEGIANCE

Damon Jones, Public Works Director led the Pledge to American Flag. Fire Chief Brian Hurst led the Pledge to the Texas Flag.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

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

Mayor Pickett welcomed those participating in the meeting through telephone conference, and introduced other staff

members present.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4849)

City Manager's Report - City Manager Tom Warner - COVID-19 and Electric Department.

COMMENTS - Current Meeting:

City Manager Tom Warner presented the following updates:

1. COVID-19 (County numbers)
2. City facilities still closed to public
3. 7 City employees tested positive for COVID-19
4. Current electric system improvements and projects.

ATTACHMENTS:

- City Manager's Report August 11 2020 (DOCX)

B. Information Item (ID # 4850)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

COMMENTS - Current Meeting:

Asst. City Manager / CFO Naomi Herrington reviewed the budget reports through the end of June, Boomerang payments made to date, the fund balance for the Cambridge Fund and Credit Card Collections for Utility Billing.

C. Information Item (ID # 4851)

Department Reports

ATTACHMENTS:

- Building Report (PDF)
- Fire Department (XLS)
- Library July 2020 condensed report (XLSX)
- Library July 2020 narrative Report (DOCX)
- Library July 2020 volunteer report (XLSX)
- Police Department (XLS)
- Public Works (DOCX)

D. Information Item (ID # 4852)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett, reported that the agency's last meeting was held on May 19, 2020 and the next meeting will be held on August 18, 2020.

E. Information Item (ID # 4853)

Mayor, Council and Staff Comments

Minutes Acceptance: Minutes of Aug 11, 2020 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Discussion in regards to the proposed hotel to be built at the intersection of Highway 146 North / FM 1011 and its progress on wanting to move locations and that the incentive offered earlier in the year has expired and would have to go before council for renewal.

VI. CONSENT AGENDA

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

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

A. Minutes Approval

1. Tuesday, July 14, 2020
2. Wednesday, July 15, 2020

B. Resolution 2020-32

Consider a Resolution granting a permanent easement to ExxonMobil on property north of Liberty Municipal Airport.

ATTACHMENTS:

- EXHIBIT A - ExxonMobil (PDF)
- EXHIBIT B - ExxonMobil (PDF)

C. Resolution 2020-33

Consider a Resolution awarding a contract to Club Car, LLC for the lease of thirty (30) electric carts at the Liberty Municipal Golf Course.

D. Resolution 2020-34

Consider a Resolution approving a License to Encroach on a city street for property located at 439 Highway 90 and Carter Street.

ATTACHMENTS:

- License to Encroach Riverside Seafood (DOCX)

E. Resolution 2020-35

Consider a Resolution approving a request to abandon the Plymouth Street Right-of-Way.

Minutes Acceptance: Minutes of Aug 11, 2020 6:00 PM (Minutes Approval)

ATTACHMENTS:

- EXHIBIT A - Plymouth Abandonment (PDF)

F. Resolution 2020-36

Consider a Resolution amending the signatories on all City of Liberty's bank accounts.

VII. REGULAR AGENDA**A. Regular Session****1. Ordinance 2020-22**

CONSIDER ADOPTION OF AN ORDINANCE AMENDING CHAPTER 3, BUILDING REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING SECTION 3.07.041 DESIGNATING A FLOODPLAIN ADMINISTRATOR; ESTABLISHING AN EFFECTIVE DATE; AND DISPENSING WITH SECTION 3.10 OF THE HOME RULE CHARTER THAT ORDINANCES BE READ ON TWO SEPARATE OCCASIONS.

COMMENTS - Current Meeting:

The City's Code of Ordinances currently specifies the City Manager is to serve as the floodplain administrator. However, in practice, the Building Official has the responsibility for implementing the provisions of the flood damage prevention ordinance. For this reason, the Code of Ordinances needs to be amended to specify that the Building Official will serve as the city's floodplain administrator.

The council adopted the ordinance amendment appointing the Building Official as the Floodplain Administrator.

ATTACHMENTS:

- EXHIBIT A - Flood Damage Prevention Ordinance (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	David Arnold, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

2. Information Item (ID # 4860)

Presentation, and discussion, of the Proposed Fiscal Year 2020-2021 Budget.

COMMENTS - Current Meeting:

City Manager Tom Warner reviewed the proposed Fiscal Year 2020-2021 budget information update that was distributed to Council. The items addressed included the lower tax rate from .5851 to .5813, across the board 3% increase in salaries, 18% increase in Health insurance costs, Increase in Capital for Fire Department, Increase in Water/Wastewater rates/revenues, Downtown Sidewalk program and Airport Runway/Taxiway Improvements requiring use of \$247,955 from Liberty Community Development Corporation (LCDC) fund balance, and the increase transfer from LCDC to Golf Course for salaries.

3. Resolution 2020-37

Consider a Resolution setting the date, time and location for a Public hearing on the Proposed Budget for Fiscal Year 2020-2021.

COMMENTS - Current Meeting:

A motion was made to approve the resolution to set the public hearing on the proposed Fiscal year 2020-2021 budget for Tuesday, August 25, 2020, 6:00 p.m., in the Liberty Center.

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

4. Resolution 2020-38

Consider a Resolution approving the Proposed Tax Rate for Fiscal Year 2020-2021.

COMMENTS - Current Meeting:

City Manager Tom Warner reported the proposed tax rate would decrease from .5851 to .5813 per \$100 valuation to stay within the guidelines of the Voter Approval Rate.

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

5. Resolution 2020-39

Consider a Resolution setting the date, time and location for a Public Hearing on the Tax Rate for Fiscal Year 2020-2021.

COMMENTS - Current Meeting:

A motion was made to set the public hearing on the proposed Fiscal year 2020-2021 Tax Rate for Tuesday, August 25, 2020, 6:00 p.m. in the Liberty Center.

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

6. Ordinance 2020-23

AMENDED ORDER OF ELECTION - CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING THE ORDER OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 3rd DAY OF NOVEMBER, 2020 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY ELECTIONS ADMINISTRATOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE

OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

This is the Amended Ordinance Moving the General Election to Tuesday, November 3, 2020 after the COVID-19 postponed the original General Election on Saturday, May 2, 2020. It also lists all the polling places available during early voting and election day due to the County being approved to use Election Super Centers.

A motion was made to adopt the Ordinance as presented.

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

7. Ordinance 2020-24

AMENDED ORDER OF SPECIAL ELECTION - CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING THE ORDER OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON THE 3rd DAY OF NOVEMBER, 2020 FOR THE PURPOSE OF VOTER CONSIDERATION OF PROPOSITIONS AMENDING THE HOME RULE CHARTER; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY ELECTIONS ADMINISTRATOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

This is the Amended Ordinance Moving the Special Election to Tuesday, November 3, 2020 after the COVID-19 postponed the original Special Election on Saturday, May 2, 2020. It also lists all the polling places available during early voting and election day due to the County being approved to use Election Super Centers.

A motion was made to adopt the Ordinance as presented.

ATTACHMENTS:

- Exhibit A - Charter Ballot Language (DOCX)

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

8. Resolution 2020-40

Consider a Resolution authorizing the Mayor to execute all agreement related documents for the DR 4332-012 Hurricane Harvey Hazard Mitigation Grant Program (HMGP).

COMMENTS - Current Meeting:

The Wastewater Treatment Plant (WWTP) was out of service for approximately two weeks as a result of flooding from Hurricane Harvey. The flood waters around the WWTP were approximately ten (10) feet above natural ground level. As a result of the flood damage from Hurricane Harvey and previous floods in 2015, 2016 and 2017, the City submitted and received a grant through the States HMGP to construct a Floodwall and Levee around the plant. The first phase of the project has been completed and the Texas Department of Emergency Management (TDEM) has authorized the City to begin Phase II, which is the construction of the improvements. The estimated construction cost of the project is \$5,944,000 with the federal share of \$4,458,300 (75%) and the local share of \$1,563,000 (25%). In order to proceed with Phase II, the Mayor will be required to execute agreement related documents.

A motion was made to approve the Resolution as presented.

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

9. Resolution 2020-41

Consider a Resolution authorizing the expenditure of \$722,960 in Cambridge Funds.

COMMENTS - Current Meeting:

During the July 2020 Budget Work Sessions, staff discussed the need to use Cambridge Funds for the purchase of computers, a phone system, installation of a fiber network, and the purchase of body cameras, bullet proof vests and a voice recorder for the Police Department.

The recent evaluation of the City's information technology (IT) systems revealed an immediate need to replace aging computer equipment. This equipment includes laptops for the Assistant City Manager/CFO, Fire Chief, Assistant Fire Chief and Fire Department Administrative Assistant. These laptops will also be used in the EOC during disasters. There are also fifteen (15) computers that need replacement in the Police Department Dispatch, CID and Patrol Divisions. In addition, another thirteen (13) computers in the Library, Municipal Court, Streets, Inspections and Parks Departments need to be replaced. Included in the list of computer equipment are thirteen (13) I-Pads to be used by City Council and staff during City Council Meetings. The I-pads will replace the laptop used by the City Manager and the four monitors currently used by City Council.

The City's currently receives ethernet service through Comcast at a cost of approximately \$5,000/month. The service provided, at this cost, meets the needs of the City at this time.

However, it is anticipated that additional bandwidth and speed will be required. The additional bandwidth and speed will increase the City's payment to Comcast. The preliminary estimate to install a fiber network between City facilities (City Hall, Library, Public Works and Police) is estimated to cost \$500,000. A fiber connection has already been installed between the Police and Fire Departments. The payback for the installation of this fiber network is 8.3 years assuming a \$60,000 a year payment to Comcast. As the price to Comcast goes up, the payback period will decrease.

The City's phone system has reached its useful life and needs to be replaced. When the current phone system was purchased the system was a model at the end of its life cycle and was offered to the City at a reduced price. Although technical issues with the system have been minor, programming of the phone system is cumbersome and requires a third-party certified programmer. The estimated cost to replace the phone system is \$90,000.

The Police Department Patrol Officers can currently only record the audio during interactions with citizens. The Department has requested funding to purchase fifteen (15) body cameras for us by the Patrol Division and the estimated cost of the body cameras is \$38,700. Additionally, the Police Department is instituting a program in which their bullet proof vests are replaced on a rotating schedule. The initial purchase of fourteen (14) vests will allow for the implementation of the schedule. The estimated costs of the vests are \$13,160. The replacement of body cameras and vests will occur in the Department's future budgets. The Voice recorder system is used to record incoming calls to the Department. The voice recorder is at the end of its useful life and will be replaced once a decision is made on the manufacturer of the phone system. This will ensure compatibility between the systems. The cost of the voice recorder is estimated to be \$12,200.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- Proposed Cambridge Expenditures Revised August 7 2020 (1) (XLSX)

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

10. Resolution 2020-42

Consider a Resolution approving the selection of professional services provider to assist the City in submitting CDBG-MIT applications and authorizing the City Manager to begin contract negotiations.

COMMENTS - Current Meeting:

The United States Department of Housing and Urban Development (HUD) allocated approximately \$4.3 billion in CDBG-MIT fund to the State of Texas. The GLO has been designated by the Governor to administer these funds on behalf of the State. The CDBG-MIT funds may be used for activities that include, but are not limited to, natural and green infrastructure, public facilities, housing buyouts or acquisitions, activities designed to relocate families outside of floodplains, infrastructure projects and public service activities. The funding is in the form of a grant and requires no local match. However, since these are competitive grants, a 1% local match will add additional points to the application. During the June 9, 2020 City Council Meeting, City Council authorized the City Manager to file grant applications for the following projects:

Main A & Main B Channel and Pump Station Improvements
 Sanitary Sewer System Improvements
 Water System Improvements
 Electric System Improvements

To assist the City in submitting these applications, request for proposals were solicited from professional services providers. One (1) service provider, Public Management, responded to the request for proposals.

A motion was made to approve the Resolution as presented.

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

11. Resolution 2020-43

Consider a Resolution approving the selection of engineering firms to assist the City in preparing CDBG-MIT applications and authorizing the City Manager to begin contract negotiations.

COMMENTS - Current Meeting:

The United States Department of Housing and Urban Development (HUD) allocated approximately \$4.3 billion in CDBG-MIT fund to the State of Texas. The GLO has been designated by the Governor to administer these funds on behalf of the State. The CDBG-MIT funds may be used for activities that include, but are not limited to, natural and green infrastructure, public facilities, housing buyouts or acquisitions, activities designed to relocate families outside of floodplains, infrastructure projects and public service activities. The funding is in the form of a grant and requires no local match. However, since these are competitive grants, a 1% local match will add additional points to the application. During the June 9, 2020 City Council Meeting, City Council authorized the City Manager to file grant applications for the following projects:

Main A & Main B Channel and Pump Station Improvements
 Sanitary Sewer System Improvements
 Water System Improvements
 Electric System Improvements

To assist the City in preparing the technical requirements associated with the filing of these applications, request for proposals were solicited from engineering firms. Six (6) engineering firms responded to the request for proposals. Due to the short timeframe in which applications must be submitted, three firms have been selected to prepare the applications for the following improvements:

Freese & Nichols	- Main A & Main B Channel and Pump Station Improvements
HR Green	- Sanitary Sewer System Improvements
Strand Associates	- Water System Improvements

None of the firms that submitted proposals indicated if they had experience with electric systems.

The estimated cost to complete all the applications is \$50,000 and will be funded with Cambridge Funds.

A motion was made to approve the Resolutions as presented.

ATTACHMENTS:

- CDBG-MIT Eneengineer Evaluation Tabulation August 4 2020 (XLSX)

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

12. Resolution 2020-44

Consider a Resolution approving the Request for Proposal award for employee health, dental, vision and life insurance.

COMMENTS - Current Meeting:

Item was moved to be the first discussed item for the regular session. Jim Hall and Julie Hebert presented the options for the different insurance plans.

After several minutes of discussion a motion was made to approve an amended resolution for Dental, Vision and Life Insurance as presented and to bring Health Insurance back at the next meeting.

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

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:07p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Aug 11, 2020 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Thursday, August 20, 2020

12:00 PM

City Hall - Liberty Center

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 August 20, 2020 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 12:02 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Present	
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	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

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

Mayor Carl Pickett welcomed those participating in the meeting through telephone conference.

III. REGULAR AGENDA

A. Work Session

1. Work Session (ID # 4872)

Discussion regarding the proposed Employee Health Insurance Changes for the 2020-2021 Fiscal Year.

Minutes Acceptance: Minutes of Aug 20, 2020 12:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

The City solicited and received health proposals for Fiscal Year 2020-2021 from Jim Hall Insurance and TWFG-Milton Fregia. Both agents submitted multiple plans from United Health Care and Blue Cross Blue Shield. Additionally, Jim Hall Insurance submitted plans from National General. Representatives from Jim Hall Insurance and National General attended the Work Session to discuss the various proposals.

B. Regular Session**1. Resolution 2020-45**

Consider a Resolution approving amendments to the Summary Plan Description for the City of Liberty Employee Health Care Plan

COMMENTS - Current Meeting:

The passage of the Affordable Care Act has resulted in some confusion regarding dependent coverage eligibility. The proposed amendments will clarify who is a dependent, domestic partner and immediate family member. The proposed policy amendment also provides the type of documentation required in order for a dependent to be added to the City's insurance.

ATTACHMENTS:

- City of Liberty SPD Domestic Partner Amendment August 14 2020 (DOCX)

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

2. Resolution 2020-46

Consider a Resolution approving the Request for Proposal award for employee health insurance.

COMMENTS - Current Meeting:

On July 23, 2020, proposals were received for employee health, dental vision and life insurance for the Fiscal Year 2021. Two insurance agents submitted a total of four (4) quotes from health insurance companies and a total fourteen (14), quotes from dental and vision insurance companies. Several of the health, dental and vision plans submitted by the insurance agents were the same plans from the same insurance companies. One (1) quote was received for life insurance from Mutual of Omaha through Jim Hall Insurance. Mutual of Omaha is the City's current carrier for life insurance. The health insurance plans submitted by Jim Hall Insurance and TWFG, through Milton Fregia Insurance, were from United Health Care (UNC), Blue Cross/Blue Shield (BCBS) and National General. The proposals were reviewed by Naomi Herrington, Assistant City Manager/CFO, Jody Biehunko, Personnel Specialist and Tom Warner, City Manager. Each of the health insurance plans submitted, that are comparable to the City's current plan, would result in an increase in cost ranging from 15% to 39%. The cost increase is a result of -141% loss ratio during the last twelve months. During the last twelve (12) month period, the City paid \$1,142,811 in premiums

and had claims totaling \$1,428,800. Based on the review of the employee health proposals received by the City, a National General Plan submitted by Jim Hall Insurance is considered the most advantageous to the employees and City. The National General Plan will increase the health insurance costs by approximately 18%. The deductible for employees will decrease from \$2,000 to \$1,500. Additionally, the co-pay for Child PCP will increase from \$0 to \$20 and Office Visit PCP will increase from \$15 to \$20 and emergency room co-pay will change from paying the deductible and 80% to \$250 co-pay. All other benefits will remain the same as our existing insurance plan. Due to the increase in health insurance costs, the employee's contribution for insurance will also increase. The proposed increase in the employee's contribution is provided below:

Employee Only:	Premium Paid by City
Employee/Spouse:	\$281.19/month to \$351.78/month
Employee/Children:	\$200.85/month to \$201.25/month
Employee/Family:	\$350.20/month to \$481.54/month

The dental and vision quotes included a slight decrease in premiums. The quote from Cigna, the current provider, was the quote most advantageous to the City.

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

IV. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 1:23 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Aug 20, 2020 12:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, August 25, 2020

6:00 PM

City Hall - Liberty Center

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 August 25, 2020 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 6:02 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	
Brian Hurst	Assistant Fire Chief	Present	
Gary Martin	Police Chief	Present	
April Gilliland	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

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

City Manager Tom Warner discussed how the city was preparing for Hurricane Laura that was headed towards Southeast Texas and West Louisiana. Once winds reach 35 mph Emergency crews and staff would stay off the streets until storm has passed. Liberty County was under a voluntary evacuation. Council Member Diane Driggers wanted to thank the City crews and Water Control Improvement District #5 for cleaning out the ditches along Texas St. and Beaumont St.

Minutes Acceptance: Minutes of Aug 25, 2020 6:00 PM (Minutes Approval)

III. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 4876)

City Council to conduct a Public Hearing on the Proposed Budget for Fiscal Year 2020-2021.

COMMENTS - Current Meeting:

At 6:11 p.m., Mayor Pickett opened the Public Hearing on the proposed Fiscal Year 2020-2021 Budget. Assistant City Manager / CFO Naomi Herrington presented the highlights in regards to the lowered tax rate and the balanced budget, the increased fleet fund payments, expenses approved for use from the Cambridge fund to fund equipment for the Fire Department, 3% salary increase for employees and the Health Insurance expenses would be a 60/40 split for dependent coverage between the city and employees.

Following brief discussion, Mayor Pickett closed the Public Hearing at 6:17 p.m.

2. Ordinance 2020-25

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

A motion was made to adopt the Ordinance adopting the Fiscal Year 2020-2021 budget, as proposed.

ATTACHMENTS:

- Council Proposed Budget 2020-2021 (PDF)

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

3. Resolution 2020-47

Consider ratification of the property tax revenue increase reflected in the Fiscal year 2020-2021 Budget.

Minutes Acceptance: Minutes of Aug 25, 2020 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Adoption of a budget that raises more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. Texas Local Government Code §102.007(c)

A motion was made to ratify the property tax revenue increase reflected in the Fiscal year 2020 - 2021 Budget.

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

4. Public Hearing (ID # 4878)

Public hearing on the Proposed Tax Rate for Fiscal Year 2020-2021.

COMMENTS - Current Meeting:

At 6:20 p.m., Mayor Pickett opened the Public Hearing on the proposed tax rate for Fiscal Year 2020-2021. City Manager Tom Warner Reported that the tax rate for Fiscal year 2020-2021 would be decreasing from .5851 to .5813.

Mayor Pickett closed the Public Hearing at 6:24 p.m.

5. Ordinance 2020-26

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2020-2021, AT A RATE OF \$0.5813 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

A motion was made for the adoption of a tax rate of \$0.5813 per \$100 valuation of property.

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

6. Resolution 2020-48

Consider a Resolution electing to participate in the Tax Abatement Program under Texas Tax Code Chapter 312.

COMMENTS - Current Meeting:

City Attorney Brandon Davis reported that, prior to entering into any tax abatement agreements,

a municipality must elect to become eligible to participate in tax abatement, followed by establishing guidelines and criteria governing tax abatement agreements. Mr. Davis further stated that this Resolution reflects that the City of Liberty elects to participate in the Texas Tax Code Chapter 312, Tax Abatement Program.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- EXHIBIT A - Tax Abatement Election (DOCX)

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

7. Public Hearing (ID # 4882)

Public Hearing on the adoption of Guidelines and Criteria for Tax Abatement.

COMMENTS - Current Meeting:

At 6:28 p.m., Mayor Pickett opened the Public Hearing on the adoption of Guidelines and Criteria for Tax abatement. Chapter 312 of the Tax Code states that "Before the governing body of a taxing unit may adopt, amend, repeal, or reauthorize guidelines and criteria, the body must hold a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization of which members of the public are given the opportunity to be heard".

Mayor Pickett closed the Public Hearing at 6:30 p.m.

8. Resolution 2020-49

Consider a Resolution adopting Guidelines and Criteria for Tax Abatement

COMMENTS - Current Meeting:

City Manager Tom Warner reported that the proposed guidelines and criteria include several changes from the 2018 - 2020 adoption. Tax Abatement Guidelines are adopted every two years. Significant revisions to the guidelines include increasing the real property investment from \$250,000 to \$1,750,000; personal property investment from \$50,000 to \$250,000; and adding business expansion and modernization projects, with a minimum investment at \$750,000.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- EXHIBIT A - Tax Abatement Guidelines (DOCX)

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

9. Resolution 2020-50

Consider a Resolution approving an Agreement for Transportation Services between the Brazos Transit District and the City of Liberty.

COMMENTS - Current Meeting:

Brazos Transit District (BTD) is a general public transportation provider, offering numerous routes and services. BTD was founded in 1974 and now serves 16 counties in Central and East Texas. BTD is a political subdivision of the State of Texas and receives funding through the Federal Transportation Administration and the Texas Department of Transportation. This agreement is a five (5) year agreement with an annual cost of \$5,512.50.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- EXHIBIT A - Brazos Transit District (PDF)

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

10. Ordinance 2020-27

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING CHAPTER 1.05 OF THE CODE OF ORDINANCES RELATED TO THE AIRPORT ADVISORY BOARD.

COMMENTS - Current Meeting:

The Liberty City Council approved the creation of the Airport Advisory Board in July 2006. The Board was created in order to receive federal funding. The Board is to consist of eight (8) members, two (2) of which may include non-residents. One member must be a councilperson or member of management. Additionally, since the Airport Advisory Board was not created by an ordinance, the Board's authority must be extended by City Council or the Board will be disbanded. The Board's current authority ceases on December 31, 2022.

The Board has several vacancies and Staff has attempted to identify persons interested in serving on the Board. Unfortunately, it has been difficult to find residents interested in aviation and willing to serve on the Board. Due to this difficulty in finding members, Staff is recommending the number of Board members be reduced from eight (8) to five (5) with a maximum of two (2) non-resident members and one (1) member a councilperson or member of management. Staff also recommends making the Airport Advisory Board a permanent board by adopting the enclosed ordinance. Individuals recommended for Board membership will be provided to City Council at a future City Council meeting.

A motion was made to adopt the Ordinance as presented.

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

11. Resolution 2020-51

Consider a Resolution approving an Interlocal Agreement for Electrical Services & Repairs between Liberty Independent School District and the City of Liberty.

COMMENTS - Current Meeting:

The electrical service to the various Liberty Independent School District (LISD) campuses is primary metered. Primary metering is when the electrical lines from the point of service to the building and the transformers are behind the meter and owned by LISD. At primary metered locations, the electrical lines and the transformers are owned by the property owner. LISD is planning to replace the transformers at several of their campuses and is requesting assistance from the City since coordination with the electrical provider is crucial. The proposed interlocal agreement would allow the City, and/or Texas Elite Utility Services, the City's contractor, to perform the necessary electrical work to replace the various transformers. The cost of the transformers, labor, equipment and materials to replace the transformers will be the responsibility of LISD. There would be no cost to the City other than coordinating the work with the City's contractor.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- interlocal with LISD for Electric Services (DOC)

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

12. Work Session (ID # 4888)

Worksession with City Council to discuss the Franchise Agreement with Centerpoint Energy.

COMMENTS - Current Meeting:

City Manager Tom Warner stated that On October 8, 2002, the City of Liberty granted a franchise to Reliant Energy Entex, now Centerpoint Energy Texas Gas Operations. The franchise grants Centerpoint, the right and privilege to construct, maintain and operate natural gas lines along any of the present and future public rights-of-ways within the City. In consideration for this franchise, Centerpoint agreed to pay 3% of the gross receipts from the sale of natural gas delivered to residential and commercial customers within the corporate city limits. The initial term of the franchise was for seven (7) years with automatic renewal every five (5) years unless notice was provided to the contrary to either party within ninety (90) days prior to the expiration of a five-year term. The proposed franchise would increase the payment to the

Minutes Acceptance: Minutes of Aug 25, 2020 6:00 PM (Minutes Approval)

City from 3% to 5% of the gross receipts. In consideration of the increase, Centerpoint is requesting the City surrender to the Railroad Commission of the Texas, the City's exclusive original jurisdiction over rates, operations and service of the Company. Additionally, the franchise agreement provided by Centerpoint includes a term of thirty (30) years with five (5) year renewal periods. The City of Liberty Charter states that no franchise term may exceed twenty-five (25) years. The recommended term for this franchise is twenty (20) years with one five (5) year renewal.

After a lengthy discussion Council agreed that it was in the best interest of the citizens and the city not to give up original jurisdiction, keep the 3% franchise fee and renew with a five (5) year term agreement with the option of four - five (5) year terms totaling 25 years.

An ordinance will be brought back to Council with the requested changes at a future meeting.

13. Ordinance (ID # 4886)

CONSIDER ADOPTION OF AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF LIBERTY, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

COMMENTS - Current Meeting:

This item was passed on due to what was discussed in the aforementioned Worksession.

RESULT:	WITHDRAWN
----------------	------------------

B. Executive Session

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.

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

- To seek advice regarding contemplated / pending litigation.

At 7:01 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 7:37 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2020-29

Consider and Take Action on matters discussed with Attorney in Executive Session.

COMMENTS - Current Meeting:

Motion was made to leave the Boomerang Electric Rate the same as discussed in Executive Session.

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

2. Council Action 2020-30

Consider and Take Action on the Appointment of a Municipal Court Prosecutor.

COMMENTS - Current Meeting:

No action was taken

RESULT: **NO ACTION TAKEN**

IV. ADJOURNMENT**A. Motion To:** Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:38 p.m.

 Carl Pickett, Mayor

ATTEST:

 April Gilliland, City Secretary

Minutes Acceptance: Minutes of Aug 25, 2020 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Grant Issues

RESOLUTION (ID # 4895)

DOC ID: 4895

Department: Airport

Subject: 2021 TxDOT RAMP Grant Agreement

Background: TxDOT administers the Routine Airport Maintenance Program (RAMP), which matches local government grants up to \$100,000 for maintenance to parking lots, fencing and other airside and land side needs. The local government match is 50% of actual costs, plus any excess of \$100,000 total costs. The city has requested a grant in the amount of \$100,000.

Funding Source: The local government match is 50% of actual costs, plus any excesses of \$100,000 total cost. The costs for the allowable expenses are allocated in the Airport budget.

Staff Recommendation: Staff recommends approval of the 2021 Ramp Grant Agreement.

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, APPROVING THE 2021 TxDOT ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT AGREEMENT

WHEREAS, TxDOT administers the Routine Airport Maintenance Program (RAMP), which matches local government grants up to ONE HUNDRED THOUSAND DOLLARS (\$100,000); and

WHEREAS, RAMP grants can be used for maintenance to parking lots, fencing and other air side and land side needs; and

WHEREAS, the local government match is fifty percent (50%) of actual costs, plus any excesses over \$100,000; and

WHEREAS, the City has requested a RAMP grant in the amount of \$100,000; and

WHEREAS, the City Council recognizes that having a quality airport benefits the City and its citizens; and

WHEREAS, the City Council is willing to fund the match and any actual costs over \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves the 2021 TxDOT RAMP Grant Agreement attached hereto, and authorizes the mayor and city staff to execute any necessary agreements and documents related thereto.

PASSED AND APPROVED this 8th day of September, 2020.

Resolution (ID # 4895)
Page 2

City Council Meeting

September 8, 2020

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

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

TxDOT Project ID: M2120LBRT

Part I - Identification of the Project

TO: The City of Liberty, Texas

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

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

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

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

Part II - Offer of Financial Assistance

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

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

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

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

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

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

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

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

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

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

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

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

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

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

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

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

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

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

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

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

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

Part IV - Nomination of the Agent

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

Part V - Recitals

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

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

Part VI - Acceptances**Sponsor**

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

The City of Liberty, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

Attachment A

Scope of Services
TxDOT Project ID: M2120LBRT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Sponsor Signature

Sponsor Title

Date

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

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

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2120LBRT

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

Sponsor Signature

Sponsor Title

Date

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

Certification of State Single Audit Requirements

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

Sponsor Signature

Sponsor Title

Date

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2120LBRT

The City of Liberty, Texas, designates,

_____ as the Sponsor's authorized
(Name, Title)

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

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

Address

Phone Number

Email Address

Attachment: RAMP_2021 grant (4895 : 2021 Ramp Grant)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.1

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 4911)

DOC ID: 4911



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.2

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Citizen Issues

INFORMATION ITEM (ID # 4902)

DOC ID: 4902

Subject: Liberty Municipal Park - use and maintenance of field and bathroom facilities.

Background:



RECEIVED
9/1/2020

3:27 PM
ALG

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 September 1, 2020

Date of Council Meeting September 8, 2020

Name James Chandler

Street Address 202 Mockingbird Lane Liberty TX 77575

City 936 339 7845 State TX Zip Code 77575

Telephone No. 936 339 7845 Fax No.

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

Status of Municipal Park, use and maintenance of
fields at Municipal Park, bathroom facilities.

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

For City Use Only

Date this form given to the City Manager 9/1/2020 3:30pm ALG

Date requestor was notified 9/1/2020 3:50pm

Comments Mr. Chandler states he will be present.

Attachment: Chandler request for placement on agenda (4902 : Baseball/Softball Fields at Municipal Park)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Committees/Boards

RESOLUTION (ID # 4908)

DOC ID: 4908

Department: Council

Subject: Library Board Appointments

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

Board members whose terms expire in September, 2020 are Yvonne Lawrence, Joanne Knepper, Mitzi Kline, June Damek, Stacy Sundgren. Ms. Lawrence and Ms. Knepper have reached their term limits and are ineligible to serve again, at this time. Ms. Kline, Ms. Damek, & Ms. Sundgren have agreed to serve again, if reappointed by Council.

The Library Director recommends the appointment of Ms. Gloria Stratton and Ms. Sandra Pickett.

Funding Source: NA

Staff Recommendation: Staff recommends the reappointments of Ms. Kline, Ms. Damek and Ms. Sundgren and the appointments of Ms. Stratton and Ms. Pickett to the Library Board.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.4

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Committees/Boards

RESOLUTION (ID # 4910)

DOC ID: 4910

Department: Council

Subject: CAD Agricultural Advisory Board Nomination

Background: The CAD is requesting one (1) nomination from each taxing entity, from their respective County Precinct, to the Agricultural Advisory Board. Members of this board may not be an officer or employee of the Appraisal District and must own land qualified for productivity value for at least five (5) years. Members serve two-year staggered terms, and will meet only once a year or at the call of the Chief Administrator. This nomination must be submitted by 5:00 P.M., Monday, September 21, 2020.

The Term of the following three Agriculture Advisory Board Members will expire on December 31, 2020:

<u>County Pct. #</u>	<u>Board Member</u>
1	Rob Chachere
2	Frank Green
3	Fred Emory

Funding Source: NA

Staff Recommendation: Staff recommends City Council make a nomination to the Agricultural Advisory Board.

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

DATE: AUGUST 21, 2020

TO: ALL TAXING UNITS

FROM: LANA MCCARTY

SUBJECT: APPOINTMENTS TO AGRICULTURAL ADVISORY BOARD

THE TERM OF THE FOLLOWING THREE AGRICULTURE ADVISORY BOARD MEMBERS WILL EXPIRE ON DECEMBER 31, 2020.

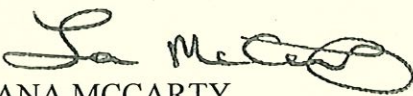
<u>COUNTY PCT. #</u>	<u>BOARD MEMBER</u>
1	Rob Chachere
2	Frank Green
3	Fred Emory

WE ARE ASKING FOR ONE (1) NOMINATION TO THE BOARD FROM EACH TAXING UNIT FROM THEIR RESPECTIVE COUNTY PRECINCT. PLEASE SUBMIT YOUR NOMINATION TO OUR OFFICE BY 5: 00 P.M., MONDAY, SEPTEMBER 21, 2020.

ENCLOSED IS A COPY OF THE APPRAISAL DISTRICT'S BOARD POLICY ESTABLISHING QUALIFICATIONS FOR MEMBERSHIP AND AG BOARD'S FUNCTION.

THANK YOU IN ADVANCE FOR YOUR ASSISTANCE IN FILLING THE MEMBERSHIP OF THIS BOARD.

SINCERELY,


LANA MCCARTY
CHIEF ADMINISTRATOR

STATEMENT OF POLICY

208

RE: AGRICULTURE ADVISORY BOARD

As provided by section 6.12 of the state property tax code, the Chief Administrator shall appoint, with the advice and consent of the Appraisal District board, an agricultural advisory board. The advisory board shall contain five (5) members. One member must represent the county at large and the remaining members will be comprised of one person from each county precinct. Members must be landowners in the District whose land qualifies for appraisal under chapter 23, sections c, d, e, or h of the property tax code and who have been residents of the District for at least five (5) years.

Members of the advisory board serve two (2) years staggered terms and will meet at the call of the Chief Administrator or at least one (1) time per year.

The responsibility of the advisory board will be to advise the Chief Administrator on the evaluation and use of land designated for agricultural or timber appraisal. The board will review and assist in maintaining local guidelines for qualification for agricultural and timber use.

REVISED 09/22/2011



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.5

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Committees/Boards

RESOLUTION (ID # 4909)

DOC ID: 4909

Department: Council

Subject: CAD Appraisal Review Board Nomination

Background: The CAD is requesting a nomination(s) from each taxing entity to the Appraisal Review Board. Nominations can be made for the "At Large" and "Auxiliary Member". To serve on this Board, individuals must be a resident of the Appraisal District for 2 years, and cannot be an officer or employee of the Appraisal District or any Taxing Entity. Members serve two-year staggered terms, and may only serve three (3) consecutive terms. Meetings are held once a month and then twice weekly during May and June. Members are compensated \$150 per meeting. If an individual is nominated, who is not currently on the ARB, that individual must fill out the CAD's application for appointment. This nomination must be submitted by 5:00 P.M., Monday, September 21, 2020.

The two (2) year term of the following four (4) positions on the Liberty County Appraisal Review Board (ARB) will expire December 31, 2020:

County Pct. #

1
2
3
At large

Board Member

Howard Brister
Connie Campbell
Horace Green
Cordella Kirkham

Funding Source: NA

Staff Recommendation: Staff recommends City Council make a nomination to the Appraisal Review Board.

.

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

August 21, 2020

To: All Voting Taxing Units

Re: ARB Nominations

Dear Taxing Units:

The two (2) year term of the following four (4) positions on the Liberty County Appraisal Review Board (ARB) will expire December 31, 2020.

<u>County Pct.#</u>	<u>Board Member</u>
1	Howard Brister
2	Connie Campbell
3	Horace Green
At Large	Cordella Kirkham

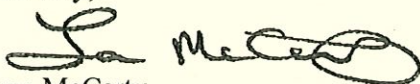
The Board of Directors has requested you submit a nominee from your area to the district office by 5:00 P.M. on September 21, 2020. The Board will make appointments at their regularly scheduled meeting on Thursday, September 24, 2020 at 9:30 A.M. Please have your nominee **complete the enclosed application** unless they are currently serving on the ARB.

According to Sec. 6.41(c) of the Property Tax Code, to be eligible to serve on the Appraisal Review Board, **an individual must be a resident of the Appraisal District for two (2) years and cannot be an officer or an employee of the Appraisal District or a Taxing Unit.** Additionally, the law also bars from service a person who contracts for any purpose with the Appraisal District or a Taxing Unit. In addition, all members will be required to attend an ARB training session.

Typically, the ARB meets at 9:00 A.M. once a month and at least twice a week during the month of May, and up to four times a week for the month of June. ARB members are paid one hundred and fifty dollars per day.

If you should have any questions concerning these nominations, please give me a call. If your nomination is someone currently on the Board, please do not require them to complete the attached application.

Sincerely,



Lana McCarty
Chief Administrator

APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

APPLICANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL
ADDRESS		
CITY		ZIP CODE
SOCIAL SECURITY NUMBER	TELEPHONE NUMBERS: DAYTIME	EVENING

APPRAISAL REVIEW BOARD QUALIFICATION STATEMENT

Please answer the following questions by checking "Yes" or "No"

1. Are you a resident of the Liberty County Central Appraisal District and have you resided within the District for the past two years? Yes _____ No _____

2. Are you currently employed by or are you an officer or director of the State Comptroller's Office, an appraisal district, or a taxing unit (i.e. county, school district, or special district) in any capacity? Yes _____ No _____
If you answered "Yes" please indicate in what capacity, you are employed or serve below:

3. Have you even been employed by or been an officer or director of the Liberty County Central Appraisal District or any taxing unit (i.e. county, school district, city or special district) served by the Liberty County Central Appraisal District? Yes _____ No _____

4. Do you, or does any relative of yours within the second degree by either blood or marriage, do business in the Liberty County Central Appraisal District as a paid property tax agent or as an appraiser who performs appraisals for use in property tax proceedings? Yes _____ No _____

These are the degrees of relationship included:

1st Degree by Consanguinity (blood): Parents, children

1st Degree by Affinity (marriage): Spouse, spouses of relatives listed under consanguinity, stepparents, spouse's children, and stepchildren

2nd Degree by Consanguinity (blood): Grandparents, grandchildren, brothers, and sisters

2nd Degree by Affinity (marriage): Spouse's grandparents, spouse's brothers and sisters

5. Are you, or a business in which you hold substantial interest, a party to a contract with the Appraisal District or with a taxing unit in the District? A substantial interest means that you and your spouse together own at least 10% of the voting stock or shares in the business, or that either of you is a partner, limited partner, or officer of the business entity. Yes _____ No _____

6. Is any relative of either you or your spouse employed by the Liberty County Central Appraisal District?

Relative's Name: _____

Degree of Relationship: _____

7. Do you own property in Liberty County? Yes _____ No _____
If "Yes" are the property taxes current? Yes _____ No _____

PERSONAL BACKGROUND

1. Have you ever been convicted of a felony or of a misdemeanor involving moral turpitude, or are you presently under indictment or other legal accusation of theft or for any felony? If "Yes" explain below the nature of the offense, date, and location: Yes _____ No _____
- _____
- _____

2. Are you a U.S. citizen? Yes _____ No _____
If "No" are you eligible to be employed under a visa or entry permit? Yes _____ No _____

3. Use the space below to list professional society memberships, job related licenses registrations, certificates (with their numbers), and expiration dates. Provide additional comments or information that would be of assistance in considering you for this position.
- _____
- _____
- _____

EDUCATION AND TRAINING

Please indicate your level of education below:

Less than high school education _____ High school education _____ College education _____
Number of years attended college _____
Degree(s) attained _____

WORK HISTORY

(List most recent jobs first)

Include paid or verifiable non-paid experience including military service. If you have had more than one position with the same employer, please list each position separately.

Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____

In your own words, please explain why you would like to serve on the Appraisal Review Board:

I affirm that the information provided in this application is true and correct. I further affirm that to the best of my knowledge and belief, I am not disqualified by law from accepting an appointment to the Appraisal Review Board for the Liberty County Central Appraisal District.

Signature: _____ Date: _____

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 4900)

DOC ID: 4900

Department: Economic Development

Subject: Chapter 380 Economic Development Agreement

Background: Liberty Bypass, LLC is proposing to build a 10,700 square foot retail center at the corner of Main Street and Highway 146 (adjacent to the AT&T Store). Liberty Bypass, LLC is requesting a Chapter 380 Agreement from the City in order to facilitate the construction of the retail center. The proposed agreement is a three-year sales tax rebate agreement, whereby the city rebates back to the developer 50% of the actual sales tax collected by the retail center in an amount not to exceed \$22,000 per year or \$66,000 over the life of the agreement.

Funding Source: Although the General Fund will receive less sales and use tax revenue for three years, property tax revenue will increase with the construction of the retail center.

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with Liberty Bypass, LLC.

**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 A CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY
AND LIBERTY BYPASS, LLC**

WHEREAS, Liberty Bypass, LLC ("Developer") plans to build an approximately 10,700 square-foot retail development located on the corner of Main Street and State Highway 146; and

WHEREAS, Developer estimates the hard construction cost of the retail development project to be greater than \$1,500,000; and

WHEREAS, the City of Liberty's City Council recognizes the benefits that a retail development will bring to the local community; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to make grants, loans, or other arrangements in order to aid in economic development within the City; and

WHEREAS, Developer has requested that the City rebate to the Developer fifty percent (50%) of the City's Sales and Use Tax generated on the Tract by the Project each year for the first three (3) years upon completion of construction of the Project, such rebate amount not to exceed \$22,000.00 in any given year and \$66,000.00 cumulatively during the three (3) year term of this Agreement; and

WHEREAS, the City and the Developer wish to set out the terms and conditions of the program under which the Developer will receive assistance under this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the Mayor to execute the Chapter 380 Economic Development Agreement with Liberty Bypass, LLC attached hereto.

PASSED AND APPROVED this 8th day of September, 2020.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement is made by and between the City of Liberty, Texas (sometimes hereinafter referred to as "City"), acting by and through its duly constituted City Council, and Liberty Bypass, LLC (sometimes hereinafter referred to as "Developer"), this the 8th day of September, 2020.

RECITALS

WHEREAS, Developer plans to build an approximately 10,700 square-foot retail development to be located at the corner of Main Street and State Highway 146 within the City of Liberty; and

WHEREAS, Developer estimates the hard construction cost of the retail development project to be greater than \$1,500,000; and

WHEREAS, the City of Liberty City Council recognizes the benefits that a retail development would bring to the local community; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to make grants, loans, or other arrangements in order to aid in economic development within the City; and

WHEREAS, Developer has requested that the City rebate to the Developer fifty percent (50%) of the City's Sales and Use Tax generated on the Tract by the Project each year for the first three (3) years upon completion of construction of the Project, such rebate amount not to exceed \$22,000.00 in any given year and \$66,000.00 cumulatively during the three (3) year term of this Agreement; and

WHEREAS, the City and the Developer wish to set out the terms and conditions of the program under which the Developer will receive assistance under this Agreement, as more fully set out herein; now, therefore,

For and in consideration of the mutual covenants set forth herein, the City and the Developer agree as follows:

ARTICLE 1

GENERAL TERMS

- 1.1 Definitions. The terms defined in the preamble hereto shall have the meaning provided for them herein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"City Grant Payments" means the payments described in Article 4 from the City to the Developer in consideration of the Project.

"Developer" means Liberty Bypass, LLC, its successors and assigns.

"Project" means the retail development being developed by the Developer on the Tract.

"Sales and Use Tax" means the combined one and one-half percent (1.5%) tax levied by the City of Liberty and the Liberty Community Development Corporation on sales of tangible personal property and certain services as allowed by Texas law.

"Tract" means the property in the City of Liberty where the Project will be developed and built, said property being described as Remainder of Lot 3 in Block A of the Highway 146 Enterprise Subdivision, Liberty County, Texas, said property being more particularly described in Exhibit "A", attached hereto and made a part hereof.

- 1.2 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2

REPRESENTATIONS

- 2.1 Representations of the Developer. The Developer hereby represents that:

- (A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out its obligations described in this Agreement.
- (B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.
- (C) This Agreement has been duly authorized, executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the

Developer, enforceable in accordance with its terms.

- (D) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents that:

- (A) The City is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- (B) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a part or by which the City or its assets may be bound or affected.
- (C) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.
- (D) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any person which has not been obtained.

2.3 No partnership or agency created. Each party agrees and represents that the City and the Developer are not agents, partners or ventures of the other with respect to the Project, and that nothing in this Agreement shall be construed to create any such relationship.

ARTICLE 3

THE PROJECT

3.1 Description of Project. The Project is an approximately 10,700 square-foot retail development located on the Tract. Preliminary renderings of the retail development are shown in Exhibit "B", attached hereto and made a part hereof.

3.2 Completion and Construction of the Project. In consideration of the benefits of this Agreement, the Developer agrees to develop the Project by building and opening a new retail development located on the Tract. If the Developer does not satisfy the City's standards for construction, as set forth in the City's codes and ordinances, the City may terminate this Agreement in accordance with Section 5.1 (A)(2) of Article 5 of this Agreement.

3.3 Monitoring Progress. The City may, but is not required to, monitor the progress of the Project to determine the Developer's compliance with this Agreement. City personnel shall have reasonable access to the Project, and such other information as they may reasonably determine is relevant to the Project and the Developer's compliance with this Agreement.

ARTICLE 4

CITY'S ECONOMIC DEVELOPMENT GRANT

4.1 Grant Payment. In consideration of the construction of the Project, the City agrees to rebate to the Developer fifty percent (50%) of the City's Sales and Use Tax generated on the Tract by the Project each year for the first three (3) years upon completion of construction of the Project, such rebate amount not to exceed \$22,000.00 in any given year and \$66,000.00 cumulatively during the three (3) year term of this Agreement. The Developer shall complete construction of the Project within twelve (12) months of the execution of this Agreement, or this Agreement shall terminate by its terms.

4.2 Tax Information. The City shall annually, for the term of this agreement, request the Sales and Use Tax figures generated by Developer and/or Developer's tenants or assigns on the Tract from the Texas Comptroller. Payments made by the City under this agreement are dependent on the City receiving the requested sales tax information from the Comptroller. If the Comptroller is unwilling and/or unable to provide the City with the Sales and Use Tax figures requested, then the City shall not be responsible for making payments to the Developer under this Agreement. Additionally, the cost of any fee charged to the City by the Comptroller for providing said sales tax information shall be deducted from the payments made to Developer under this Agreement. After receiving the information from the Comptroller for the year, the City shall have sixty (60) days to remit payment to the Developer.

4.3 Source of Grant Payments. The calculation of the City's Grant Payment is computed with reference to the Sales and Use Tax levied by the City of Liberty and Liberty Community Development Corporation on sales of tangible personal property and certain services as allowed by Texas law. The City agrees to set aside funds from the Sales and Use Tax receipts in each budget year sufficient to timely make the annual City Grant Payment to Developer. Said grant payment is contingent upon Developer, or Developer's tenants and assigns, timely paying Sales and Use Taxes when due. IN NO EVENT MAY THIS AGREEMENT BE CONSTRUED OR INTERPRETED AS PLEDGING OR OTHERWISE ENCUMBERING THE AD VALOREM TAX RECEIPTS OF THE CITY OR TO IN ANY MANNER REQUIRE THE CITY TO ISSUE BONDS OR OTHER AD VALOREM TAX SUPPORTED INDEBTEDNESS IN ORDER TO MAKE THE PAYMENTS REQUIRED BY THIS AGREEMENT. Amounts payable under this Article shall constitute economic development funds under Art. III, Sec.52-a, Texas Constitution; however, such amounts payable are not secured by a pledge of ad valorem taxes and are therefore not considered to create a debt of the City.

ARTICLE 5

DEFAULT

5.1 Default.

- (A) The following shall constitute an event of default by the Developer
 - (1) if the Developer fails to complete construction of the Project within twelve (12) months of the Effective Date of this Agreement;
 - (2) if the Developer does not complete the construction of the Project in accordance with the City's standards for construction, as set forth in the City's codes and ordinances;
 - (3) if the Developer fails to construct a retail development that is comparable in size, style, and valuation as outlined in this agreement.
 - (4) If the retail development developed by Developer does not stay open for at least three (3) years.
 - (5) If the Developer breaches this Agreement or fails to perform any other of its obligations hereunder in substantial compliance with this Agreement.
- (B) In the event of default by the Developer:
 - (1) Developer shall be obligated to immediately repay all funds previously paid by the City of Liberty, Texas, together with interest at the rate of ten percent (10%) per annum from the date of receipt, along with any other costs for collection, and
 - (2) The City may cease payments hereunder and seek actual damages incurred by the City for any such default, and
 - (3) The City shall have the right to terminate this agreement.
- (C) If the City fails to timely make payments in accordance with this Agreement, the Developer may seek damages for such failure to pay equal to the amount unpaid, plus accrued interest. The Developer shall have no recourse against the ad valorem tax base of the City or any other funds of the parties other than as specified herein or damages relating to nonpayment thereof. The Developer shall be further entitled to a writ of mandamus to compel compliance of officials relating to this Agreement, except that the Developer may not compel the City to issue bonds or other ad valorem tax supported debt in order to make the payments required under this Agreement.
- (D) The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have thirty (30) days to remedy

the default prior to the declaration of any default hereunder. In the event of a material default hereunder, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other parties.

- (E) It shall not be considered an event of default if either party fails to perform their duties under this agreement if such failure is caused by a catastrophe, epidemic, pandemic, riot, war, fire, flood, landslide, hurricane, lightning, act of God, or similar contingency beyond the reasonable control of the parties to this Agreement.

ARTICLE 6

GENERAL

6.1 Inspections, Audits. The parties agree to keep such records with respect to the activities contemplated by this Agreement as may be reasonably required.

6.2 Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement or with respect to the Project shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

6.3 Personal Liability of Public Officials, Legal Relations. To the extent permitted by State law, no director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement.

6.4 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY VIOLATIONS OF LAWS, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF DEVELOPER OR ITS AGENTS OR EMPLOYEES RELATING TO THIS AGREEMENT. DEVELOPER SHALL PROVIDE A DEFENSE OF SUCH CLAIMS AT ITS OWN EXPENSE WITH LEGAL COUNSEL APPROVED BY THE CITY.

6.5 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

THE DEVELOPER

Liberty Bypass, LLC
 Three Riverway, Suite 1100
 Houston, Texas 77056

THE CITY

City of Liberty
 Attention: City Manager
 1829 Sam Houston St.
 Liberty, Texas 77575

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given upon receipt of delivery or when actually received by the other party.

6.6 Amendments and Waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is signed by all the parties. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

6.7 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure of consideration.

6.8 Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.9 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect. Venue for and all suits and causes of action shall be exclusively in Liberty County, Texas.

6.10 Entire Agreement. THIS WRITTEN AGREEMENT AND THE ATTACHED EXHIBITS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.11 Effective Date and Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring three (3) years after completion of the Project.

6.12 Time of the Essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

6.13 Further Assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

6.14 Assignability. Developer does not have the right to assign this Agreement to any other party without the express prior written consent of the City Council of the City of Liberty.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the date first written above.

CITY OF LIBERTY, TEXAS

Mayor, Carl Pickett

LIBERTY BYPASS LLC, a Texas limited liability company

By: Williamsburg Enterprises Ltd., a Texas limited partnership, its Sole Member

By: KS GP LLC, a Texas limited liability company, its General Partner

By: _____
Jason Ford, President

ATTEST:

City Secretary

EXHIBIT A

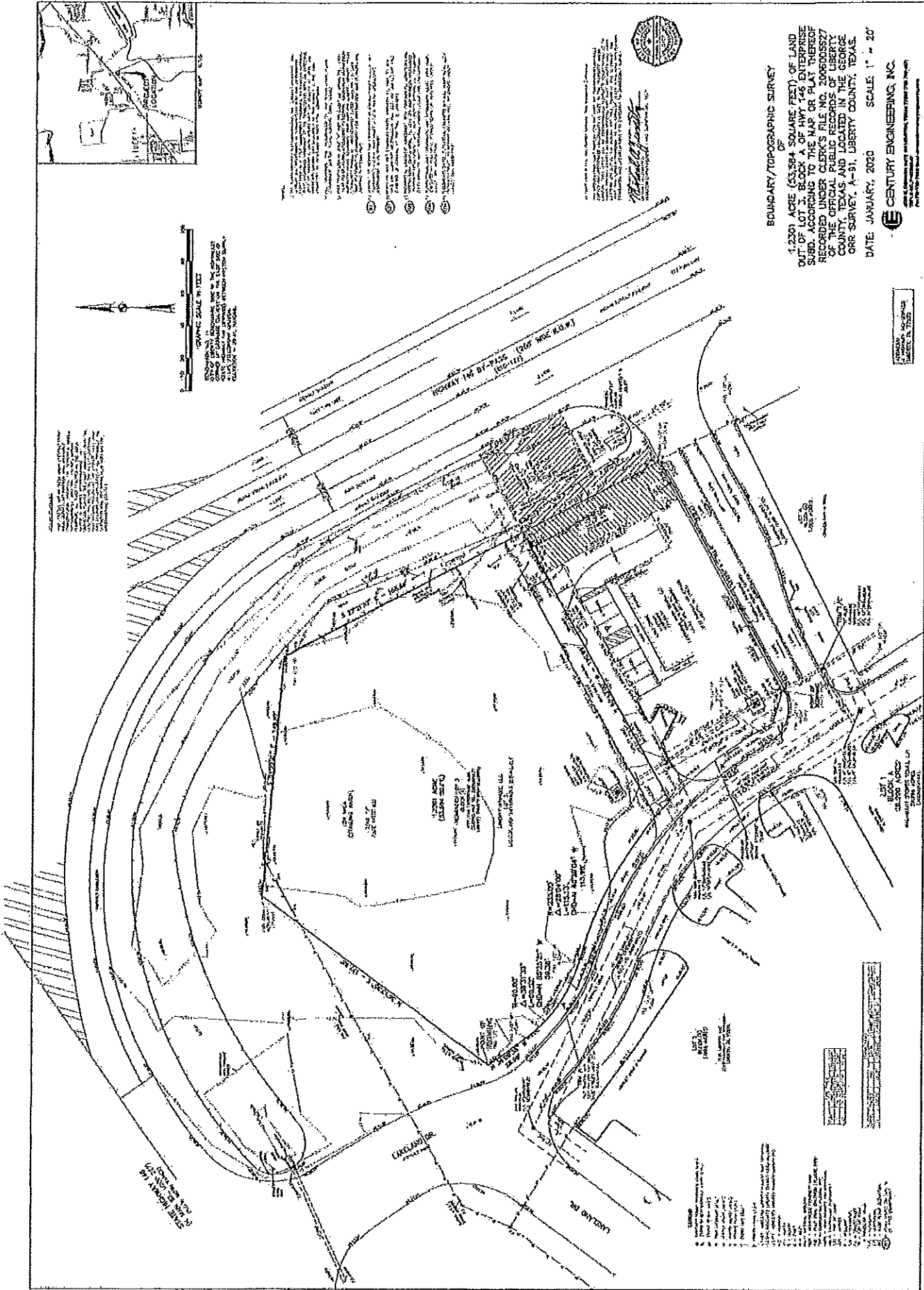
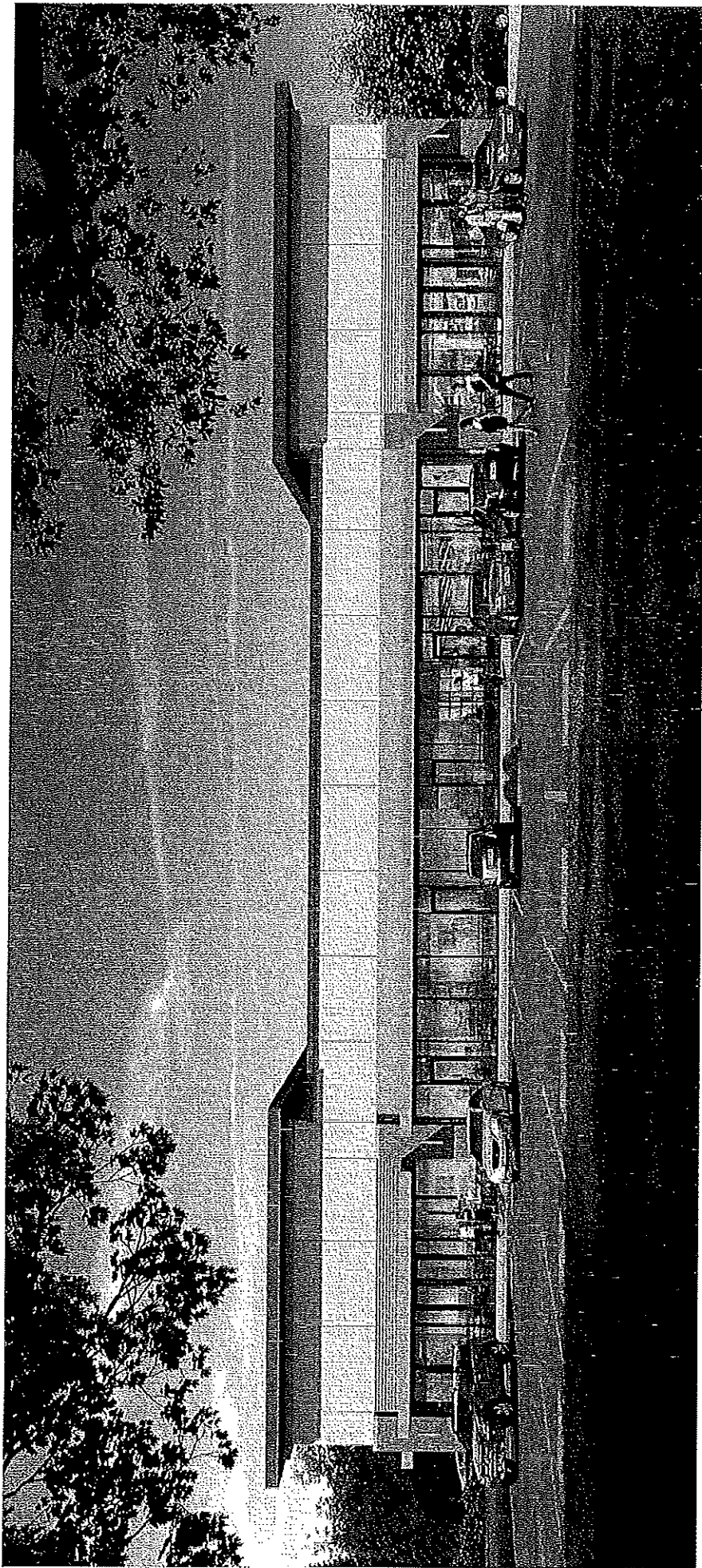


EXHIBIT B





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.7

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Utility Services

ORDINANCE (ID # 4894)

DOC ID: 4894

Department: Utility Billing/Finance

Subject: Increase in Water and Wastewater as presented in the 2020-2021 budget.

Background: The rate study presented to City Council in 2019 by Freese & Nichols recommended the rates for water and wastewater be raised by 8% annually, for the next (7) seven years. This rate increase will be used to fund the bonds that will be required to complete the projects for the water and wastewater system. This will be the second year for the increase.

Funding Source: The City of Liberty will be issuing bonds in future years to fund improvements to the water and wastewater system. The increases will be used to repay those bonds.

Staff Recommendation: Staff recommends City Council adopt the Ordinance increasing the water and wastewater rates by 8%.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AMENDING THE MASTER FEE SCHEDULE BY INCREASING WATER AND WASTEWATER RATES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City previously adopted a Master Fee Schedule which sets forth all rates and fees charged by the City of Liberty; and

WHEREAS, the City Council finds it more efficient to have the City's fees set in one Ordinance, which can be amended as necessary by Ordinance; and

WHEREAS, in the rate study that was previously presented to the City Council, it was recommended that the rates for water and wastewater services be raised by eight (8) percent annually, for the next seven (7) years, and this will be the second year for such increase; and

WHEREAS, this rate increase is to fund the bonds that will be needed to complete the projects for the City's water and wastewater system; and

WHEREAS, the City Council hereby adopts the fees for water and wastewater services provided by the City.

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

Section 1. That all rates or schedules of rates which are in conflict herewith are to the extent

of such conflict only, expressly amended, changed and repealed.

Section 2. That the fee schedule attached hereto as “Exhibit A” amends the previous Master Fee Schedule to include the rates shown in “Exhibit A” increasing fees for water and wastewater services and is hereby adopted as if fully set forth herein.

Section 3. That this Ordinance shall take effect immediately from and after its passage as indicated below.

Section 4. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED this the 8th day of September 2020.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary



MASTER FEE SCHEDULE
Amended January 28, 2020

Description	Fees
-------------	------

Administration (Cont.)

Large Commercial

Minimum charge		\$30.87
Total KW	X	0.023989
Total KW	X	Fuel Adjustment

Total Demand charge (if business has a demand)

Tax (if business is taxable)

The demand charge is figured the same as regular commercial. Do not subtract the free 15 load amount. The demand figure is multiplied by \$4.62 to get the total demand dollar amount.

Utility Fees – Water

Residential Service

This rate is applicable for all domestic purposes in a single family residence or individual apartments. All water rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	26.83	\$24.84
Excess Over	2,001-5M gals	4.37	\$4.05/M gals
	Over 5M gals	4.61	\$4.27/M gals

Commercial Service

This rate is applicable for all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All water rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	33.83	\$31.32
Excess Over	2,001-5M gals	4.37	\$4.05/M gals
	Over 5M gals	4.61	\$4.27/M gals

NOTE: "M" means thousands.

Attachment: Master Fee Schedule changes (4894 : Ord - Water and Wastewater Fee changes)



MASTER FEE SCHEDULE
Amended January 28, 2020

Description	Fees
Administration (Cont.)	
Utility Fees – Sewer	
Residential Service	
This rate is applicable for all domestic purposes in a single family residence or individual apartment. All sewer rates are based on water consumption which must be taken through a single meter. This rate has been capped at 15,000 gallons so that citizens no longer pay for sewer service on their usage above 15,000 gallons per month.	
Minimum Monthly Rate	2M Gallons 27.99 \$25.92
Excess Over	2,001-5M gals 3.45 \$3.19/M gals
	5,001-15M gals 3.74 \$3.46/M gals
	Over 15M No Charge
Commercial Service	
This rate is applicable to all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All sewer rates are based on water consumption which must be taken through a single meter.	
Minimum Monthly Rate	2M Gallons 36.94 \$34.20
Excess Over	2,001-5M gals 4.08 \$3.78/M gals
	5,001 & Over 4.37 \$4.05/M gals
Industrial Waste Permit Fee	\$250.00
Introduction of wastewater into the City's system is paid at a rate of \$.0018/gallon	
Security Deposits	
Residential – Electric	\$200.00
Residential – Water	\$50.00
Charge for new service	\$15.00

Attachment: Master Fee Schedule changes (4894 : Ord - Water and Wastewater Fee changes)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.8

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Code Book

ORDINANCE (ID # 4912)

DOC ID: 4912

Department: Community Development

Subject: Building Codes

Background: Currently, the City of Liberty automatically adopts each updated version of the International Code Council's (ICC) International Building Codes (I-Codes) and the National Electric Code (NEC). However, ICC discourages this practice and prefers that municipalities adopt a specific version of the I-Codes and NEC Codes. Additionally, Section 1301.551 of the Texas Occupations Code requires the plumbing codes to be adopted by ordinance. The City is currently operating under the 2018 edition of the I-Codes. The 2018 I-Codes which are currently automatically adopted include the following: Building, Residential Code for One- and Two-Family Dwellings, Mechanical, Fuel Gas, Private Sewage Disposal, Energy Conservation, Existing Building, International Property Maintenance, International Swimming Pool and Spa, Plumbing and the 2017 NEC National Electrical Code. Each of these Codes must be adopted by ordinance.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the ordinance adopting the 2018 International Codes identified above and the 2017 National Electric Code.

AN ORDINANCE AMENDING CHAPTER 3, BUILDING REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING ARTICLE 3.02, ARTICLE 3.03 AND ARTICLE 3.04 RELATING TO BUILDING CODES ADOPTION; ESTABLISHING AN EFFECTIVE DATE; AND DISPENSING WITH SECTION 3.10 OF THE HOME RULE CHARTER THAT ORDINANCES BE READ ON TWO SEPARATE OCCASIONS.

WHEREAS, the City of Liberty is a Texas municipal corporation existing under the laws of the State of Texas; and

WHEREAS, currently, the City of Liberty automatically adopts each updated version of the International Code Council's (ICC) International Building Codes (I-Codes) and the National Electric Code (NEC); and

WHEREAS, the ICC discourages this practice and prefers that municipalities adopt a specific version of the I-Codes and NEC Codes; and

WHEREAS, Section 1301.551 of the Texas Occupations Code requires the plumbing codes to be adopted by ordinance; and

WHEREAS, the City is currently operating under the 2018 edition of the I-Codes; and

WHEREAS, the 2018 I-Codes, which are currently automatically adopted, include the following: Building, Residential Code for One- and Two-Family Dwellings; Mechanical, Fuel Gas, Private Sewage Disposal, Energy Conservation, Existing Building, International Property Maintenance, International Swimming and Spa, Plumbing and the 2017 NEC National Electrical Code; and

WHEREAS, each of these Codes must be adopted by ordinance; and

WHEREAS, the City of Liberty finds it necessary and desirable to amend its Code of Ordinances related to building codes adoption by adopting the 2018 International Codes identified above and the 2017 National Electric Code.

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

SECTION 1. That Chapter 3 of the Code of Ordinances of the City of Liberty, Texas shall be amended by amending Article 3.02 to read as follows:

CHAPTER 3 BUILDING REGULATIONS

ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

Division 1. Generally

Sec. 3.02.001 - 3.02.050 Reserved

Division 2. Building Code

Sec. 3.02.051 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Building Code.

Secs. 3.02.052 - 3.02.100 Reserved

Division 3. Residential Code

Sec. 3.02.101 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Residential Code for One- and Two-Family Dwellings.

Secs. 3.02.102- 3.02.150 Reserved

Division 4. Mechanical Code

Sec. 3.02.151 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Mechanical Code.

Secs. 3.02.152- 3.02.200 Reserved

Division 5. Fuel Gas Code

Sec. 3.02.201 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Fuel Gas Code.

Secs. 3.02.202- 3.02.250 Reserved

Division 6. Private Sewage Disposal Code

Sec. 3.02.251 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Private Sewage Disposal Code.

Secs. 3.02.252- 3.02.300 Reserved

Division 7. Energy Conservation Code

Sec. 3.02.301 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Energy Conservation Code.

Secs. 3.02.302- 3.02.350 Reserved

Division 8. Existing Building Code

Sec. 3.02.351 Adopted

- (a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Existing Building Code.

- (b) The following appendixes of the International Existing Building Code are hereby adopted: Appendix B - Supplementary Accessibility Requirements for Existing Buildings and Facilities, and Appendix C - Gable End Retrofit for High-Wind Areas. Appendixes not named herein are not adopted into the City's Code of Ordinances.

Secs. 3.02.352- 3.02.400 Reserved

Division 9. Property Maintenance Code

Sec. 3.02.401 Adopted

- (a) The following code is hereby adopted by the city, and all properties in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Property Maintenance Code.
- (b) Any person violating this code may be found guilty of a class C misdemeanor, or any other punishment as outlined in the adopted International Property Maintenance Code.

Secs. 3.02.402- 3.02.450 Reserved

Division 10. Swimming Pool and Spa Code

Sec. 3.02.451 Adopted

- (a) The following code is hereby adopted by the city, and all properties in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Swimming Pool and Spa Code.
- (b) Any person violating this code may be found guilty of a class C misdemeanor, or any other punishment as outlined in the adopted International Swimming Pool and Spa Code.

SECTION 2. That Chapter 3 of the Code of Ordinances of the City of Liberty, Texas shall be amended by amending Article 3.03 to read as follows:

CHAPTER 3 BUILDING REGULATIONS

ARTICLE 3.03 ELECTRICITY

Division 2. Electrical Codes

Sec. 3.03.031 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code, with amendments as published: 2017 National Electrical Code.

Secs. 3.03.032- 3.03.060 Reserved

SECTION 3. That Chapter 3 of the Code of Ordinances of the City of Liberty, Texas shall be amended by amending Article 3.04 to read as follows:

**CHAPTER 3
BUILDING REGULATIONS**

ARTICLE 3.04 PLUMBING

Division 2. Plumbing Code

Sec. 3.04.031 Adopted

The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Plumbing Code.

Secs. 3.04.032- 3.04.060 Reserved

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 7. That this ordinance shall take effect from and after the date of its publication in the newspaper in accordance with Texas law.

SECTION 8. That the requirement that this ordinance be read on two separate occasions is waived in accordance with Section 3.10 of the home-rule charter.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of _____, 2020.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

Division 1. Generally

Secs. 3.02.001–3.02.050 Reserved

Division 2. Building Code^{*}

Sec. 3.02.051 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Building Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.052–3.02.100 Reserved

Division 3. Residential Code^{*}

Sec. 3.02.101 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Residential Code for One- and Two-Family Dwellings.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.102–3.02.150 Reserved

Division 4. Mechanical Code[†]

Sec. 3.02.151 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Mechanical Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.152–3.02.200 Reserved

Sec. 3.02.201 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Fuel Gas Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.202–3.02.250 Reserved

Division 6. Private Sewage Disposal Code[†]

Sec. 3.02.251 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Private Sewage Disposal Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.252–3.02.300 Reserved

Division 7. Energy Conservation Code^{}**

Sec. 3.02.301 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Energy Conservation Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.02.302–3.02.350 Reserved

Division 8. Existing Building Code

Sec. 3.02.351 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Existing Building Code.

(b) The following appendixes of the International Existing Building Code are hereby adopted:

Appendix B - Supplementary Accessibility Requirements for Existing Buildings and Facilities, and

Appendix C - Gable End Retrofit for High-Wind Areas. Appendixes not named herein are not adopted into the city's Code of Ordinances.

~~(c) The adopted code and appendixes, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(Ordinance 2015-2 adopted 2/10/15)

Secs. 3.02.352–3.02.400 Reserved

Division 9. Property Maintenance Code

Sec. 3.02.401 Adopted

(a) The following code is hereby adopted by the city, and all properties located in the city shall conform to the standards set out in the following code published by the International Code Council, Inc with amendments as published: 2018 International Property Maintenance Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(c) Any person violating this code may be found guilty of a class C misdemeanor, or any other punishment as outlined in the adopted International Property Maintenance Code.

(Ordinance 2018-8 adopted 4/10/18)

Secs. 3.02.402–3.02.450 Reserved

Division 10. Swimming Pool and Spa Code

Sec. 3.02.451 Adopted

(a) The following code is hereby adopted by the city, and all properties located in the city shall conform to the standards set out in the following code published by the International Code Council, Inc with amendments as published: 2018 International Swimming Pool and Spa Code.

~~(b) The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(c) Any person violating this code may be found guilty of a class C misdemeanor, or any other punishment as outlined in the adopted International Swimming Pool and Spa Code.

(Ordinance 2018-25 adopted 11/13/18)

Division 2. Electrical Codes^{*}

Sec. 3.03.031 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to

the standards set out in the following code, with amendments as published: ~~NEC 2017~~ National Electrical Code.

~~(b) — The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~ A copy of such code shall be filed in the office of the building official as a permanent record.

(1988 Code, secs. 6-4, 6-35(a); Ordinance adopting Code)

Secs. 3.03.032–3.03.060 Reserved

Division 2. Plumbing Code^{*}

Sec. 3.04.031 Adopted

(a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: 2018 International Plumbing Code.

~~(b) — The adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted.~~

(1988 Code, sec. 6-4; Ordinance adopting Code)

Secs. 3.04.032–3.04.060 Reserved



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.9

Meeting: 09/08/20 06:00 PM

Department: Administration
Category: Franchise Agreements

ORDINANCE (ID # 4896)

DOC ID: 4896

Department: Administration

Subject: Franchise Agreement with CenterPoint Energy.

Background: On October 8, 2002, the City of Liberty granted a franchise to Reliant Energy Entex, now CenterPoint Energy Texas Gas Operations. The franchise grants CenterPoint, the right and privilege to construct, maintain and operate natural gas lines along any of the present and future public rights-of-ways within the City. In consideration for this franchise, CenterPoint agreed to pay 3% of the gross receipts from the sale of natural gas delivered to residential and commercial customers within the corporate city limits. The initial term of the franchise was for seven (7) years with automatic renewal every five (5) years unless notice was provided to the contrary to either party within ninety (90) days prior to the expiration of a five year term. The proposed franchise would retain the payment to the City at 3% of the gross receipts. The proposed agreement would also include a Transport Volume Rate of \$0.07/MCF. The franchise and transport volume fees will generate approximately \$57,200 in revenue to the City. Additionally, the franchise agreement will include an initial term of five (5) years with four (4) five (5) year renewal terms for a total term of twenty-five (25) years. The City of Liberty Charter states that no franchise term may exceed twenty-five (25) years.

Funding Source: NA.

Staff Recommendation: Staff recommends approval of the first reading of the ordinance.

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF LIBERTY, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY

Section 1. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this ordinance, the right, privilege and franchise

is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Liberty, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Liberty, as the same are now and as the same may from time to time be extended.

Section 2. DEFINITIONS.

- A. "City" shall mean the City of Liberty, Texas.
- B. "Company" shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply and sales of natural gas for heating, lighting, power and any other purposes for which natural gas may now or hereafter be used.
- D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 3. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 21 and shall be in full force and effect for a term of five (5) years. This franchise shall automatically renew itself for successive five (5) year periods following the primary term unless either the City or Company provides notice to the contrary to the other at least ninety (90) days prior to the expiration of the primary term or any succeeding five (5) year renewal term. The maximum term of the franchise agreement, with extensions, will not exceed twenty-five (25) years.

Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM. All Facilities installed by Company shall be of sound material and good quality and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall

be installed in accordance with applicable Federal and State regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 13 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. Company shall keep current and up-to-date maps showing the physical location of Company's facilities and make available for inspection by the City at no cost during normal working hours.

Section 5. STREETS TO BE RESTORED TO GOOD CONDITION.

Company and its contractors shall give City reasonable notice, of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. This Franchise shall constitute a permit to perform all work on Company's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the installation, replacement, abandonment, operation or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to obtain any permits in addition to the Franchise or to pay any fee in addition to the franchise fee in order to perform work on Company's Facilities, or park within the Streets and other Public Rights-of-Way. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible, but in all cases, Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

Section 6. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality of service rules of the Railroad Commission of Texas, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events

the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 7. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to three percent (3%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 8. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Liberty. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to gross receipts and transport fees received by the Company from customers located within such annexed territory. Company shall true up its map of City boundaries to the City's map on an annual basis.

Section 9. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive

rights or privileges of any nature whatsoever.

Section 10. COMPLIANCE AND REMEDIES. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 11. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Liberty or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 12. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE,

EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

Section 13. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company's own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of other Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

Section 14. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 15. RECORDS AND REPORTS. (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company's principal office in Houston, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (I) Amounts due to City for late payments shall include interest, compounded daily equal to the return on

equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

Section 16. EASEMENT. In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

Section 17. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Liberty either I) a written statement signed in its name and behalf in the following form or II) this document duly executed below by the Vice President of Regional Operations:

"To the Honorable Mayor: and City Council of the City of Liberty:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions."

CENTERPOINT ENERGY
RESOURCES CORP., DBA
CENTERPOINT ENERGY
TEXAS GAS OPERATIONS

By: _____ Tai R. Center

Dated this _____ day of _____ 2020.

Section 18. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Liberty in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 19. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint
Energy Resources
Corp. Vice
President
Regulatory
Relations PO Box
4567
Houston, TX 77210-4567

With a copy to:
General
Counsel, Gas
Division PO
Box 2628
Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to the:

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

With a Copy to:

City Secretary, City of Liberty
April Gilliland
1829 Sam
Houston
Liberty, TX 77575

Section 20. PUBLICATION, PASSAGE AND EFFECTIVE DATE.

This Franchise, having been published, if required, shall take effect and be in force from and after the first day of the month following thirty days after receipt by the Company's acceptance filed pursuant to Section 18 ("Effective Date"). The Company shall pay the cost of those publications.

Section 21. REPEAL OF PREVIOUS ORDINANCES.

This Franchise replaces the Franchise agreement with the Company, dated October 8, 2002, granted by City of Liberty, Texas Ordinance No. 938 which ordinance is hereby repealed as of the Effective Date of this Franchise. Any claims of City or Company thereunder are hereby waived.

Section 22. COMPLIANCE WITH CHARTER AND ORDINANCES.

This Franchise, the rights granted hereby, and the operations and activities performed by Company pursuant hereto shall be subject to applicable provisions of the Charter of the City of Liberty, Texas. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by Company pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulations (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to Company hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance, (c) do not modify, preempt, or cause Company to violate the terms of a tariff approved by the Railroad Commission of Texas, Railroad Commission Rules, or the Gas Utility Regulatory Act, or (d) do not unreasonably regulate the Company's operations and activities in the City Right of Way. All such conflicting or inconsistent ordinances are hereby repealed to the extent of such conflict or inconsistency.

Read in full and passed and adopted on first reading at a regular meeting of the City Council of Liberty, Texas, on the _____ day of _____, 2020 and approved by the Mayor.

Read in full and passed and adopted on second reading at a regular meeting of the City Council of Liberty, Texas, on the _____ day of _____

_____, 2020 and approved by the Mayor.

APPROVED:

MAYOR
OF THE
CITY OF
LIBERTY,
TEXAS

ATTEST:

CITY SECRETARY OF LIBERTY, TEXAS

THE STATE OF TEXAS §

§

COUNTY OF LIBERTY §

I, the duly appointed, qualified and acting City Secretary of Liberty, Texas, do hereby certify that the above and foregoing ordinance was read on first reading at a regular meeting of the City Council of said Liberty, Texas, held on the _____ day of _____, 2020; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor

_____, and _____ Councilmembers:

- | | |
|---------|---------|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; that the above and foregoing ordinance was read on second reading at a regular meeting of the City Council of said Liberty, Texas held on the ____ day of _____, 2020; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor _____, and _____

1. 4.

2. 5.

3. 6.

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books for the purpose of recording the ordinances of the City of Liberty, Texas.

EXECUTED under my hand and the official seal of the City of Liberty, Texas at said City, this

day of _____, 2020.

City Secretary
City of Liberty, Texas

Ordinance (ID # 4896)

City Council Meeting

September 8, 2020

Page 12

[SEAL]