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, October 13, 2020	6:00 PM	City Council Chambers

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

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor ProTem Diane Driggers	☐	☐	☐	
Council Member Dennis Beasley	☐	☐	☐	
Council Member Libby Simonson	☐	☐	☐	
Council Member David Arnold	☐	☐	☐	
Council Member Chipper Smith	☐	☐	☐	
Council Member Neal Thornton	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4926)

City Manager's Report - City Manager Tom Warner - Topics include COVID-19, Sales Tax, Golf Course and Airport.

- City Manager's Report October 13 2020 (DOCX)

B. Information Item (ID # 4927)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

C. Information Item (ID # 4928)

Department Reports

- Sept 2020 Building Report (PDF)
- Code Enforcement - September 2020 (DOCX)
- Fire Department Monthly Report (XLS)
- Library Report (PDF)
- Police Department Monthly Report (XLS)
- Monthly Report-Public WorksSep20 (DOCX)

D. Information Item (ID # 4929)

Sam Rayburn Municipal Power Agency - Mayor Pickett

E. Information Item (ID # 4930)

Mayor, Council and Staff Comments - Country Christmas (December 1, 2020), Employee Appreciation Dinner, Jubilee (March 26 and 27, 2021)

VI. CONSENT AGENDA

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

A. Minutes Approval

B. Tuesday, September 08, 2020

C. Tuesday, September 22, 2020

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 4937)

Mr. Tom James will address the Council regarding Frontier Waste Services schedule, pick up dates and major issues with the schedule

- Tom James request form (PDF)

2. Resolution (ID # 4934)

Consider authorizing the purchase of a replacement generator for the Fire Station in the amount of $64,446.00 from Waukesha-Pearce Industries (WPI) through Buy Board.

- Fire Station Generator (PDF)

3. Ordinance (ID # 4933)

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. (SECOND READING)

4. Ordinance (ID # 4938)

Ordinance Authorizing the Issuance of Up to $8,350,000 in Principal Amount of City of Liberty, Texas General Obligation Refunding Bonds, Series 2020, Authorizing the Execution of an Escrow Agreement, a Paying Agent/Registrar Agreement, a Purchase Contract and Other Instruments and Procedures Related Thereto, Delegating Authority to Certain City Officials to Select Outstanding Obligations to Be Refunded and Approve All Final Terms of the Bonds, Approving an Official Statement, and Calling Certain Obligations for Redemption

- Ordinance - 2020 Liberty GO Ref Bonds-3 (PDF)

B. Work Session

1. Work Session (ID # 4940)

Golf Course - Master Plan of Improvements and Renovations

- Liberty Renovation Concept II Presentation 10-08-20 (002)(PPTX)

2. Work Session (ID # 4939)

Drainage Guidelines

- City of Liberty Drainage Program1 (DOCX)

3. Work Session (ID # 4931)

City Council to conduct a work session regarding the City's Flood Damage Prevention Ordinance

- Flood Damage Prevention Ordinance (PPTM)

C. 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.
    1. Police Department
    2. Municipal Court Prosecutor

D. Reconvene into Regular Session

1. Council Action (ID # 4936)

Consider and Take Action on the Police Department as discussed in Executive Session.

2. Council Action (ID # 4935)

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

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 9th day of October, 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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4926)

DOC ID: 4926

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: October 13, 2020

Re: City Manager Report

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1. On October 5th City Hall was reopened with mask and social distancing requirements. Additionally, the October 13th 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.

2. The City Sales and Use Tax amounts for October reflect an increase of 65.97% over the same period last year. The 2020 net payment was $400,534.61 while the net payment for 2019 was $241,326.05. Total payments to date total $2,752,257.76 or 7.55% over last year's total for the same period. Due to the steep increase in revenue the Texas Comptroller's Office was contacted to verify the amount. The Comptroller's Office indicated they had audited a local company and the increase was due to a under reporting error, which had occurred over time, by the company.

3. The company providing the carts for the Golf Course, Club Car Inc., has notified the City the golf carts will delivered by mid-November. Their explanation for the delay was the pandemic put their manufacturing behind and is also affecting their supplier's ability to deliver components in a timely manner. We will continue to rent the current carts on a month to month basis.

4. The following is a brief update on activities at the Golf Course:

   a. The fence around the cart barn has been removed.
   b. The slab by the #4 Tee has been removed.
   c. The hog trapper has caught and removed 19 hogs from around the property.
   d. Revenues are anticipated to exceed projections by $13,000.

5. The Texas Department of Transportation, Aviation Division, has notified the City that the rehabilitation of the runway and taxiway at the Airport is more extensive than originally anticipated. The estimated cost to rehabilitate the runway and taxiway is now estimated at $2,885,000. The original estimate was $840,000. This new cost estimate results in the City's share increasing from $84,000 to $228,500. Additionally, the Airport received $30,000 in CARES Act funding that can be used toward the City's share. The total cost to the City will be $198,500. The scope of work and cost modification will be presented to the LCDC during the October 20, 2020 meeting.

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

	Project	Complete	Estimated Cost	Spent to Date
a.	Pine Place Subdivision	47%	$ 63,137	$ 29,706
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	$144,892
g.	OH Transformer Platform	56%	$ 64,819	$ 36,596
h.	Regency Place	71%	$270,040	$192,178
i.	Travis Park	90%	$332,000	$300,002
j.	Street Lighting	42%	$331,318	$227,628
k.	Beaumont #2 Laterals	79%	$724,548	$571,441
l.	Beaumont #4 Laterals	73%	$416,365	$305,285
m.	Beaumont #5 Laterals	67%	$358,916	$240,997
n.	Liberty #1 Laterals	49%	$ 59.280	$ 28,747
o.	Liberty #2 Laterals	21%	$175,000	$ 35,973
p.	Liberty #3 Laterals	0%	$126,266	$
q.	Liberty #4 Laterals	12%	$230,000	$ 28,032
	Totals		$4,307,863	$2,753,482

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4927)

DOC ID: 4927

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.

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4928)

DOC ID: 4928

Subject: Department Reports

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

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CITY OF LIBERTY
INSPECTIONS & PERMITS
MONTHLY REPORT

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
PLAN REVIEW						
# of Plans Reviewed	N/A	7	12	10	5	3
BUILDING PERMITS						
Commercial Building Permits - New	1	0	0	1	2	2
Commercial Building Permits - Renovation/Remodel	1	1	0	1	3	1
Commercial Building Permits - Addition/Expansion	0	0	0	0	0	0
Residential Building Permits - New (Single Family)	3	5	3	2	0	0
Residential Building Permits - New (Multi-Family)	0	0	0	0	0	0
All Other Permits Issued	32	24	64	50	40	89
CERTIFICATE OF OCCUPANCY						
Commercial C of O's Issued	N/A	0	0	1	1	2
Residential C of O's Issued					2	27
FEE REVENUE						
Permit Fee Revenue	$ 6,615.00	$ 8,083.70	$ 3,516.14	$ 8,789.01	$ 10,520.77	$ 10,157.76
Tap Fee Revenue		$ 1,550.00	$ 400.00	$ 975.00	$ 400.00	$ 575.00

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"

September 2020 Commercial Permits
*124 Ohio "B"-Maggie's Notary & Income Tax
*1900 Sam Houston-First Liberty National Bank-interior remodel
*4402 N Main-American Cementing LLC
*2131 HWY 146 Bypass-Liberty Bypass LLC retail shell bldg

CODE ENFORCEMENT MONTHLY REPORT
SEPTEMBER 8 – SEPTEMBER 30

1	20-001	Jefferson/Kipling	Tall Grass	Abated by owner-closed 10/6/20
2	20-002	1005 N Travis	Grass Clippings	Abated by owner-closed 9/14/20
3	20-003	1610 N Texas St	Grass/Junk-Trash	Still working-making progress
4	20-004	908 Woods Dr	Grass	Will follow up today
5	20-005	2008 Glendale	RV	On stand by
6	20-006	1207 Sam Houston	Junk-Trash	Follow up on 10-16-20
7	20-007	1106 Washington St	Junk-Trash	Abated by owner-closed 9/29/20
8	20-008	1700 Browning St	Grass	Abated by owner-closed 9/28/20
9	20-009	910 Confederate	Junk-Trash	Working with owner-some progress
10	20-010	1935 San Jacinto	RV	On stand by
11	20-011	3809 Beaumont	Trailer	Moved by owner-closed 9/23/20
12	20-012	330 Still Forest	RV	On Stand by
13	20-013	1010 Confederate	Junk-Trash	Follow up today
14	20-014	2629 Beaumont	Grass	Follow up tomorrow
15	20-015	2639 Beaumont	Grass	Follow up tomorrow
16	20-016	2651 Beaumont	Grass	Follow up tomorrow
17	20-017	1516 Sam Houston	Sub Structure	Follow up 10/12/20
18	20-018	2651 Beaumont	Junk MV	Follow up 10/30/20
19	20-019	607 Washington	JMV	Follow up 10/30/20

8 NOV'S were mailed

All Departments Weekly Activity Report

Month Of: **September 1 to September 30, 2020**

Department: Fire Department **Report Prepared By:** Misty Dulaney

FULL: **(All Authorized Filled)** **YES** **NO**

If No, Why Not? **Sick** **Vacancy** **Vacation**

Explain:

Accomplishements 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**	50	**Mutual Aid**	1
Number Of Runs: (EMS Only)		**911 Calls**	127	**Mutual Aid**	3
Transfers-Out of Town	59	**Transfers-In Town**	8	**Dialysis**	57

Other Information:

Total of payments that have been received at the Fire Department for EMS is: $35,893.47

EMS Payments received at Fire Department: Year to Date (fiscal): $603,421.40

Year to Date (calendar): $451,897.22

Liberty Municipal Library September 2020 Report

The library is very pleased to have two new board members, Sandy Pickett and Gloria Stratton. Their nominations were approved at City Council's September 8 meeting, and June Damek, Stacy Sundgren and Mitzi Kline were reappointed to another term. We thank these ladies for their service to the library and look forward to holding a library board meeting soon.

Tuesday, September 8 was the first day the library reopened to the public with a Monday-Tuesday schedule. The rest of the week we did front door checkout service. We checked out 110 items the first day. Our patrons were very happy to browse the shelves again, and most didn't mind wearing a mask, which is a requirement for coming inside the library. One mother, however, *technically* followed the instructions posted in our signs, which said patrons must wear a mask. When reminded of the requirement, she put on her mask where it did a great job of protecting her chin and throat. We changed the signs to say that masks must be worn over the nose and mouth.

Trinity Glass finally completed our glass shield installation and now staff at the circulation and information desks are almost completely shielded from the public. The installation was begun in June, but due to the complexity of the job it took two months to complete. Staff truly appreciate this extra layer of protection from COVID-19.

Mesa Mechanical installed the new blower motor assembly on AC unit RTU5 on September 10. Shane Hindman, our representative at Mesa, suggested we have a float switch installed on our main library AC unit. This is the unit with a drain pan that overflows periodically, causing further damage to the already damaged ceiling, walls and floor. Mesa will install the float during their next scheduled maintenance work if the expense is approved.

Children's Librarian Katie Edgell began weeding children's easy books. She culled worn out books, second copies that are no longer needed, and books that haven't circulated in the last ten years. Paige Garcia is assisting Gail in inventorying the adult fiction.

The lawn crew for the Cultural Center was asked to clear out trees and underbrush that had grown up in the flowerbeds around our pavilion. The area now looks much better. The staff will feel more secure coming and going since visibility is much improved. We had several characters who stayed in the pavilion quite a bit over the last month. We believe they were using the wifi and needed a shady place to get out of the hot sun.

Library Director Dana Abshier was exceedingly happy when Beth from Liberty Systems installed additional memory in her laptop computer. The computer had given Dana much grief over the last few years. There wasn't enough memory to run more than two programs at a time and freezes and crashes were daily occurrences. The laptop is now performing as it should. Beth also worked on staff member Maggie Varela's computer. She is thrilled to have the sound system on her computer working as it will now allow her to watch webinars and work on Story Time videos from her computer. Beth has also been working on our computer that operates the filtering system for the patron computers. The eight+ year old computer completely quit working.

Amber Ursprung is already looking ahead to the 2022 Summer Reading Program. We hope to have a program next summer, but the COVID-19 pandemic may make it impossible to have a normal program. The staff are already discussing ways we can offer something to area children that will encourage them to read. It could be 2022 before we can offer a real program again.

Amber is still working on our E-Rate application. E-Rate is the federal program that will pay 80% of the cost of internet access at the library. Our first form is due in November.

Gail Williamson has been churning out repaired books. As Dr. Booker, Gail does her best to restore books to usable condition, but for some it's a lost cause. It is amazing how many ways kids—and adults—can deface a good book. However, dogs win hands (or paws) down.

Maggie Varela took on inventorying the children's read along section with the goal of removing all the RAs with cassettes. Read alongs are kits with a book and an accompanying CD or cassette recording of the book being read. We will keep the CD read alongs and try to replace cassette recordings with CDs.

Custodian Mike Kaiser discovered a strange hole on the edge of the large concrete area behind the library. It isn't deep and there is no evidence that an animal dug it. It looks like it might have been created by water, so Mike is keeping a close eye on it to see if it grows.

Volunteer Laura Damon came by to help repair the library's laminator. In the past Laura has been a great help in getting it working. However, Laura and Amber came to the sad conclusion that the 21-year-old laminator is on its last leg and it is time to look at a new one. The library is considering a model that Laura purchased for the Liberty Middle School Library before her retirement.

Maggie and Katie have created a new library card application. The original application was simplified and the new one is now in use.

Paige Garcia is doing a great job of keeping our Instagram presence up to date. She includes photographs of library displays and library staff. Paige also processes new books to make them ready to check out.

Katie and Maggie continue with their virtual Story Time programs, which are seeing an increase in viewers. The two appear to really enjoy producing the entertaining programs designed for preschool children. Katie has also been working on a virtual program for older children.

Liberty Municipal Library Monthly Report April 2020 through September 2020

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

Liberty Municipal Library Volunteer Report for the Month of September 2020

Name of volunteer	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
Arceneaux, Val																																0
Cash, Terry																																0
Davis, Beverly																																0
Damek, June																																0
Damon, Laura															1.5																	1.5
Harbour, Cathy																																0
Paws 4 Love																																0
Pickett, Sandy																																0
Rogers, Ann																																0
Sundgren, Gary																																0
Sundgren, Stacey																																0
Whittington, Nell																																0
																																0
Total for month																																1.5

YEARLY ACTIVITY REPORT FOR 2018

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

YEARLY ACTIVITY REPORT FOR 2019

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTA PER ACTIVI
CALLS FOR SERVICE	1593	1421	1566	1825	1984	1958	1985	1714	1695	1772	1530	1682	2072
OFFENSES REPORTED	75	66	76	91	95	75	77	73	63	85	83	93	952
OFFENSES CLEARED	17	12	13	15	7	12	14	14	11	18	12	14	159
OFFENSES EXCEPTIONALLY CLEARED	2	2	2	1	1	1	0	4	2	4	1	2	22
TRAFFIC CITATIONS	61	57	71	77	91	47	48	42	26	32	23	64	639
TRAFFIC ACCIDENTS	30	27	36	41	30	29	30	26	28	40	37	28	382
WARNING TICKETS	146	125	120	110	329	127	178	119	120	149	71	148	1742
ARRESTS	43	22	32	41	69	50	28	33	29	42	41	37	467
ANIMALS HANDLED	52	39	21	29	73	77	93	57	81	51	33	56	662
ALARM CALLS	54	69	16	91	97	86	68	69	89	64	53	60	816
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	0	0	0	0

YEARLY ACTIVITY REPORT FOR 2020

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTA PER ACTIVI
CALLS FOR SERVICE	1577	1344	1444	1351	1444	1384	1314	1371	1298				1252
OFFENSES REPORTED	76	60	63	52	70	44	57	52	45				519
OFFENSES CLEARED	13	11	19	5	12	4	3	10	14				91
OFFENSES EXCEPTIONALLY CLEARED	0	0	5	2	4	1	2	0	1				15
TRAFFIC CITATIONS	28	36	48	12	23	18	25	44	17				251
TRAFFIC ACCIDENTS	23	27	17	24	27	22	27	23	24				214
WARNING TICKETS	86	80	62	22	94	68	53	62	68				595
ARRESTS	31	37	32	19	28	19	25	34	20				245
ANIMALS HANDLED	76	64	41	20	38	67	30	43	52				431
ALARM CALLS	51	56	42	56	42	67	62	60	56				492
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0				0

Prepared by Liberty Police Dept.9/2020

SEPTEMBER/ / 2020 / /

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

JAMES REDDING – STREETS DIRECTOR

- Notes:
- Sprayed mosquitos
- Repaired stop sign at Washington and Navigation
- Repaired concrete cut on Hollywood St. and Lamar St.
- Repaired curb at cos and Holly
- Mowed on route
- Patched around town
- Swept streets
- Repaired asphalt street cuts
- Repaired pipe separation on Monta
- Repaired stop sign at Lamar and Virginia
- Pushed debris at compost
- Removed concrete and placed sand at golf course
- Removed fence at golf course
- Repaired pipe separation on Hawthorne
- Hauled scrap metal for recycling
- Cleaned inlets
- Checked flood pumps every Monday
- Checked levee
- Cleaned bar screens at main A
- Repaired State sing at Maple and Main
- Completed inventory

STREETS AND LIBERTY POLICE WORKING TOGETHER TO CONTROL TRAFFIC ON MAIN ST AT BROOKSHIRE BROTHERS.

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:				24	Hours
	Street cut repairs:				9	Each
	Curb & Gutter Repair:				6	Feet
Drainage:						
	Ditch Cleaning:				850	Feet
	Culvert Installation:					Feet
	Catch Basin/inlets cleaned:				786	Each
	Levee Inspection:				Yes	
	Flap gate Debris Removal:					
Spraying:						
	Herbicide:					Gallons
	Mosquito:				468	Miles
Signs:						
	Installed					Each
	Repaired/ Replaced				2	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:

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

Trees:

<u>Work Performed:</u> 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:

<u>Work Performed:</u> Checked flags every day for damage. Removed all flags before TS Beta. Rehung flags after storm.

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 throughout park.
6. Fixed chain-link fence at Canfield pocket park due to vandalism, untied the fence ties and chain link was laying on the ground.
7. Lowered flags for 9/11 and Ruth Bader Ginsburg.
8. Had fence built in front of shop to secure the fuel tanks.
9. Fixed fence at D field softball complex that someone untied from top rail.
10. Mowed ditch on Cook Rd.

PARKS MAINTAINING THE MUNICIPAL PARK; ROBERT BIRD

AMERICA RUNS ON GOOD CLEAN WATER!

MARK REED – WATER / WASTE WATER DIRECTOR

WATERLEAK INVESTIGATED ON OILFIELD RD.

MONTHLY WATER REPORT
MONTH – SEPTEMBER - 2020

REPAIRS COMPLETED

20	WATER REPAIRS
7	SEWER REPAIRS

LINE MAINTENANCE (VACCON)

36/446.5	HOURS OF OPERATION / TOTAL
2000	FEET OF SEWER LINE CLEARED / CLEANED
6	MANHOLES CLEANED

WORK COMPLETED

4	MANHOLE REPAIRS
7	SEWER STOPAGES
5	METER REPAIRS
4	RADIO REPLACEMENTS
0	WATER TAPS
1	SEWER TAPS
5	CUSTOMER PROBLEMS
45	LOCATE LINES
45	TEXAS 811 LINE LOCATES
2	METER BOXES REPLACED
4	METER LIDS REPLACED
0	CLEANOUTS REPLACED / INSTALLED
0	PULLED METERS
3	CUSTOMER REQUESTED TURN ON
2	CUSTOMER REQUESTED TURN OFF
14	CUT OFF SERVICE
68	RECHECKS

MISC:

HARDIN & AMES READINGS CHECKED DAILY
CLOSED OUT 35 WORK ORDERS

MONTHLY OPERATIONS

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

ELECTRICAL DEPARTMENT

WE POWER LINES THAT POWER LIVES!

CHARLES YPMA – ELECTRICAL SUPERVISOR

BEAUMONT ELECTRICAL SUBSTATION

The Electrical Department received 48 request this month and closed out 45 of them with 3 carrying overs to October 2020. The requests range from power restoration, blown fuses, saging power lines, loose guy wires to security and street lights out. The Electrical department performed all these tasks with the aid of Texas Elite Electrical Services, LLC and Davey Tree.

COMPLETED WORK REQUESTS

MISC. MAINTENANCE	5
NO POWER	18
POWER LINE ISSUE	7
POLE ISSUE	7
SECURITY LIGHT	3
STREET LIGHT	3
TREES AND VINES	2
TOTAL INCIDENTS RESOLVED	**45**

POWER OUTAGES

SEPTEMBER 2020

Date	Location	Time Called Out	Time Power Restored	Response Time (min)	Outage Time (min)	Cause of Outage
3	Lucky and Washington	6:30am	10:30am	11	229	Pole down by vehicle
5	Liberty Feeder #4	7:58am	8:38am	9	31	Tripped breaker at Liberty Substation
5	157 Hillside	7:05pm	8:00pm	15	40	Blown Line Fuse
5	201 Hillside	9:00pm	9:20pm	17	3	Customer main breaker was tripped
6	Sears on N.Main	11:00am	1:35pm	20	135	Blown transformer fuse
6	Beaumont Feeder #2	7:06am	7:37am	12	19	Transformer (T-2) breaker tripped at Liberty Substaion
6	113 Wallisville	7:30am	9:10am	5	95	Blown line fuse and transformer fuse
7	1104 Washington	2:35pm	4:14pm	13	86	Line pulled down by a truck
7	2351 N. Main	10:21am	10:44am	22	1	Disconnect was off at Anytime Fitness
14	2720 Beaumont Ave	8:08am	9:13am	12	53	Animal Blew Cutout
18	McGuire Rd	1:20am	1:57am	11	26	Blown line fuse at HWY 146 and McGuire
18	1902 N. Main	7:00am	8:00am	10	50	Burnt up Jumper
15	1415 Webster	7:24pm	8:30pm	8	58	Burnt hot leg of transformer
22	402 US 90	9:27am	9:46am	13	6	Blown B phase transformer cutout
25	2638 Newman	6:33am	7:30am	7	50	Blown transformer fuse caused by vines
Average				**12**	**59**	
				12 Minutes	**59 Minutes**	

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4929)

DOC ID: 4929

Subject: SRMPA Report

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

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Comments

INFORMATION ITEM (ID # 4930)

DOC ID: 4930

Subject: Mayor, Council and Staff Comments

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

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

April Gilliland
City Secretary
936-336-3684

The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

The meeting was called to order on September 8, 2020 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 6:00 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	
Damon Jones	Public Works Director	Present	
Brian Hurst	Fire Chief	Present	
Gary Martin	Police Chief	Present	
April Gilliland	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

There was no Invocation at this meeting.

III. PLEDGE OF ALLEGAINCE

The Pledge to the American Flag was led by Assistant City Manager Chris Jarmon and the Pledge to the Texas Flag was led by Police Chief Gary Martin.

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 guest and visitors, opening the floor for public comment to those individuals wishing to address the Council. There were no comments.

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

COMMENTS - Current Meeting:

City Manager Tom Warner presented the following updates:

1. Hurricane Laura
2. COVID-19
3. ISO Report
4. Airport Projects
5. Sleep Inn Hotel Project
6. Library repairs
7. Golf Course Renovations
8. Certificates of Occupancy

ATTACHMENTS:

- 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

COMMENTS - Current Meeting:

Asst. City Manage/CFO Naomi Herrington reviewed the budget reports through the end of July 31st. Revenues vs. Expenditures, Sales tax received, Cambridge Fund and Golf Course Expeditures.

C. Information Item (ID # 4905)

Department Reports

COMMENTS - Current Meeting:

Assistant City Manager Chris Jarmon reported that the Code Enforcement Officer Darren Hicks reported to work on September 8, 2020.

ATTACHMENTS:

- 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

COMMENTS - Current Meeting:

Mayor Pickett reported that the agency distributed $15 million, $5 million to each member City, from Cambridge. He also stated that Hurricane Laura may impact the revenue source of the agency due to the damage in Louisiana. Next meeting will be held on Tuesday, September 15, 2020

E. Information Item (ID # 4907)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Mayor Pickett congratulated City Secretary April Gilliland on completing all requirements for the certification in the Texas Municipal Clerks Certification Program and she will receive formal recognition of accomplishments at the next Annual Texas Municipal Clerks Election Law Seminar to be held in Frisco in January 2021.

VI. CONSENT AGENDA

All consent items listed are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion of these items unless a 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:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

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 2020-52

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

ATTACHMENTS:

- RAMP_2021 grant (PDF)

VII. REGULAR AGENDA

A. Executive Session

<u>EXECUTIVE SESSION:</u>
Tx. Gov. Code §551.071 - Private Consultation with Attorney.

- To seek advice regarding contemplated / pending litigation.

At 6:32 p.m., Mayor Pickett closed the open meeting and opened the Executive Session, as authorized above.

B. Reconvene into Regular Session

At 7:17 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2020-31

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

COMMENTS - Current Meeting:

No Action was taken

RESULT:	**NO ACTION TAKEN**

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.

COMMENTS - Current Meeting:

Mr. James Chandler addressed the Council regarding the Baseball and Softball fields in the Liberty Municipal Park. He started his select team Dirt Divas, have been practicing/playing in Liberty for 9 years. They use the fields 10 months a year and are usually off the months of August and December. The select teams have shared the fields with other teams and Liberty Youth Baseball Association. They have had some conflicts with scheduling, but work it out. He would like one dedicated field to practice/play on. All work that has been done to the fields has been for the kids that play ball. After lengthy discussion of this topic, Mayor Pickett thanked Mr. Chandler for coming to speak before Council.

ATTACHMENTS:

- Chandler request for placement on agenda (PDF)

3. Resolution 2020-53

Consider appointments to the Liberty Municipal Library Board.

COMMENTS - Current Meeting:

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.

A motion was made to approve the Resolution approving the reappointments of Ms. Kline, Ms. Damek and Ms. Sundgren and the appointments of Ms. Stratton and Ms. Pickett to the Library Board.

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

4. Resolution 2020-54

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

COMMENTS - Current Meeting:

A motion was made to nominate Mr. Rob Chachere to the Liberty County Central Appraisal District, Agricultural Advisory Board.

ATTACHMENTS:

- LCAD Agricultural Advisory Board Appointments (PDF)

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

5. Resolution 2020-55

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

COMMENTS - Current Meeting:

A motion was made to nominate Mr. Howard Brister to the Liberty County Central Appraisal District, Appraisal Review Board.

ATTACHMENTS:

- LCAD Appraisal Review Board (PDF)

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

6. Resolution 2020-56

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

COMMENTS - Current Meeting:

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. 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.

A motion was made to approve the resolution authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with Liberty Bypass, LLC.

ATTACHMENTS:

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

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

7. Ordinance 2020-28

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.

COMMENTS - Current Meeting:

In the rate study that was presented to City Council last year by Freese & Nichols, it was recommended that the rates for water & wastewater be raised by 8% annually, for the next (7) seven years. This will be the 2nd year for the increase. This rate increase is to fund the bonds that will be needed to complete the projects for our water and wastewater system. The City of Liberty will be issuing bonds in future years to fund improvements to the water & wastewater system. The increases will be used to repay those bonds.

A motion was made to approve the ordinance as presented with the 8% increase in the water and wastewater rates.

ATTACHMENTS:

- Master Fee Schedule changes (PDF)

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

8. Ordinance 2020-29

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.

COMMENTS - Current Meeting:

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.

A motion was made to approve the ordinance adopting the 2018 International Codes identified above and the 2017 National Electric Code.

ATTACHMENTS:

- EXHIBIT A - Building Code Adoption (DOCX)

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

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)

COMMENTS - Current Meeting:

No Action Taken - First Reading of Franchise Agreement Ordinance.

RESULT:	**NO ACTION TAKEN**

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:58 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

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, September 22, 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 September 22, 2020 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 6:00 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	
April Gilliland	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett welcomed guest and visitors, opening the floor for public comment to those individuals wishing to address the Council. Fire Chief Hurst gave an update in regards to Tropical Storm Beta rainfall total and movement over the area that was expected later on that night. City Manager Tom Warner also mentioned that we were expecting greater rainfall during the night with a flash flood advisory.

III. 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:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

1. Resolution 2020-57

Consider a resolution authorizing the City Manager to execute an agreement between Liberty County and the City of Liberty for Fire Protection Services.

ATTACHMENTS:

- Fire Protection Services Agreement Liberty County FY 2021 (PDF)

IV. REGULAR AGENDA

A. Regular Session

1. Resolution 2020-58

Consider the appeal of the Building Official's decision regarding the placement of a recreational vehicle at 3306 Oilfield Road.

COMMENTS - Current Meeting:

Mr. James Leonard has applied for electrical service for a recreational vehicle (RV) at 3306 Oilfield Road. The property in which the RV is to be placed also has mobile/manufactured homes on the property. The mobile/manufactured home and RV ordinances were initially approved by City Council in January 1977 and March 2010, respectively. Since their initial passage, there have been revisions to each of these ordinances. A review of City files did not produce an application or permit for a mobile/manufactured home or RV park on this property. The Building Official has denied electrical service at this location based on the following ordinances:

1 - License: The Code of Ordinances, Section 3.08.104. (a) Required: application. states "it shall be unlawful for any person to operate any RV park within the city limits unless he/she holds a valid license issued annually by the city in the name of such person for the specific park." 3306 Oilfield Road is not currently licensed as an RV park.

2 - Occupancy: The Code of Ordinances, Section 3.08.129 Permanent occupancy prohibited states "the placement of recreational vehicles for occupancy longer than fourteen (14) days shall not be permitted except in an approved recreational vehicle park."

3 - Floodway: a significant portion of 3306 Oilfield road is within the "regulatory floodway" as that term is defined by Section 3.07.005 of the Code of Ordinances. Floodway determinations are based on FEMA floodplain maps.

Section 3.08.131 of the Code Ordinances, Recreational vehicles in mobile home parks; mobile homes in recreational vehicle parks states "existing **manufactured mobile home parks** that have spaces for recreational vehicles existing prior to the adoption of this division shall be permitted to occupy the space with a recreational vehicle." As stated previously the site at 3306 Oilfield Road includes both manufactured homes and RVs.

The Building Official's decision is being appealed by Mr. Leonard. On Thursday, September 10, the Planning and Zoning Commission met and voted 4-0 in support of Mr. Leonard's appeal. The Planning and Zoning Commission determined that section 3.08.131 of the Code of Ordinances exempts Mr. Leonard from the current ordinance and therefore allows him to place a recreational vehicle at 3306 Oilfield Road.

After lengthy discussion, a motion was made to approve the appeal.

ATTACHMENTS:

- EXHIBIT A - 3306 Oilfield Road - floodway map (PNG)
- EXHIBIT B - Photos of 3306 Oilfield (PDF)

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

2. Resolution 2020-59

Consider a Resolution appointing a representative to the Sam Rayburn Municipal Power Agency Board of Directors.

COMMENTS - Current Meeting:

Appointments for two-year staggered terms are made to the SRMPA Board of Directors in September of each year. Each member city is allowed two representatives. Our current representatives to this Board are Mayor Pickett and City Manager Tom Warner. The vacant position will be addressed in the following agenda item. Mayor Pickett's current term expires this month.

A motion was made to reappoint Mayor Carl Pickett as a representative to the Sam Rayburn Municipal Power Agency Board of Directors, term ending September, 2022

RESULT:	**APPROVED [6 TO 0]**
MOVER:	David Arnold, Council Member
SECONDER:	Neal Thornton, Council Member
AYES:	Driggers, Beasley, Simonson, Arnold, Smith, Thornton
ABSTAIN:	Carl Pickett

3. Resolution 2020-60

Consider appointments to the Airport Advisory Board.

COMMENTS - Current Meeting:

The mission of the Airport Advisory Board is to supply technical information, suggestions and advice concerning the operations, maintenance and improvement of the Liberty Municipal Airport to the City of Liberty Council and Staff. The Board, as approved by City Council during the August 25, 2020, meeting, will consist of five member Board, of which no more than two may be non-residents of the City and one must be a City Council Member or a member of City Staff. The following individuals have submitted applications and are willing to serve on the Board:

Bill Sjolander	Non-Resident Member
Brett Audilet	Non-Resident Member
Dennis Beasley	City Council Member
Dale Clawson	Resident Member
Bruce Blake	Resident Member

A motion was made to appoint Bill Sjolander, Brett Audilet, Dale Clawson, Bruce Blake and Dennis Beasley to the Airport Advisory Board.

ATTACHMENTS:

- Airport Application - Bill Sjolander_Redacted (PDF)
- Airport Application - Brett Audilet_Redacted (PDF)
- Airport Application - Dale Clawson_Redacted (PDF)
- Airport Application - Bruce Blake_Redacted (PDF)

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

4. Resolution 2020-61

Consider a Resolution rejecting all bids received for the Main Street Sidewalk Rehabilitation Project.

COMMENTS - Current Meeting:

On August 13, the City of Liberty re-bid the Main Street Sidewalk Rehabilitation Project. The sidewalk proposed for reconstruction is on the east side of Main Street between Sam Houston and Trinity Streets. The City received one bid from Teamwork Construction Services, Inc. on September 8th in the amount of $552,269.25. The engineer's revised estimate to reconstruct the sidewalk was $176,396.92. Due to receiving only one bid and the price submitted, all bids should be rejected, and the project limits increased to include additional blocks in order to potentially reduce the overall cost.

Following a brief discussion, a motion was made to reject the bid(s) received for the Main Street Sidewalk Rehabilitation Project.

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

5. Resolution 2020-62

Consider a resolution awarding the Wastewater Treatment Plant (WWTP) Flood Mitigation Improvements and WWTP Outfall Replacement.

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 Hazard Mitigation Grant Program (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. On September 10, 2020 the City received six bids to construct the improvements. The bids ranged from the apparent low bid, submitted by NBG Constructors, Inc., in the amount of $5,586,810.00 to $7,541,198.00. HR Green, the City's Engineer on the Project, has determined the bid submitted by NBG Constructors, Inc., is the lowest and most responsive bid. Enclosed are documents that include a summary of discussions with the contractor and sub-contractor with reference checks, bid tabulation, bid documents and notice of award. The Engineering Opinion of Probable Cost was $5,861,100.00. With an estimated cost of $5,586,810.00 the federal and local share will be $4,190,107.50 (75%) and $1,396,702.5 (25%), respectively. City Council has previously authorized the use of $1,300,000.00 in 2016 bond proceeds and $263,600.00 in Cambridge Funds for the Local Match. The matching funding amount includes $77,500.00 (25%) match for Phase I of the Project. Any excess matching fund will be returned to the Cambridge Fund.

A motion was made to approve the resolution awarding the WWTP Flood Mitigation Improvements and Outfall Replacement to NBG Constructors, Inc. in the amount of $5,586,810.00

ATTACHMENTS:

- ltr-9-17-2020-ROA-Liberty HMGP (PDF)
- Liberty-HMGP-BidTab (PDF)
- NBG Bid Docs (PDF)
- Notice of Award (DOCX)

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

6. Ordinance 2020-30

CONSIDER AN ORDINANCE AUTHORIZING THE VACATING AND ABANDONMENT OF A PORTION OF AN UNIMPROVED RIGHT-OF-WAY KNOWN AS PLYMOUTH LANE AND PROVIDING FOR AN EFFECTIVE DATE.

COMMENTS - Current Meeting:

Brandon K. Smith is requesting the city abandon an approximately 59' x 330' portion of Plymouth Street, located near the intersection of Jefferson at Chrysler. Mr. Smith states that the abandonment will allow him to provide parking and driveway space for future commercial development. The abandonment will include the retention of an easement for utilities. During the meeting on August 11, 2020 City Council approved a Resolution authorizing the abandonment. However, In order to file the abandonment with the County, the action taken by City Council must be in the form of an Ordinance.

A Motion was made to adopt the Ordinance to abandon the Plymouth Street Right of Way with the retention of an easement for utilities.

ATTACHMENTS:

- EXHIBITS A & B PLYMOUTH ROAD ABANDONMENT SURVEY (PDF)

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

B. Work Session

1. Work Session (ID # 4916)

City Council to conduct a work session regarding the City's Flood Damage Prevention Ordinance

COMMENTS - Current Meeting:

This agenda Item was passed on. Will be presented at the Regular Meeting on October 13, 2020.

ATTACHMENTS:

- Flood Damage Prevention Ordinance (PPTM)
- After Harvey, Houston homeowners are spending huge sums to elevate their houses a few feet _ The Texas Tribune (1) (PDF)
- Homeowners moving up instead of moving out in Bevil Oaks _ 12newsnow.com (PDF)

C. Executive Session

<u>EXECUTIVE SESSION:</u>
Tx. Gov. Code §551.074 - Personnel Matters

- To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
    - Discussion of the City Manager's Evaluation.

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

- To seek advice regarding contemplated / pending litigation.

At 6:43 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

D. Reconvene into Regular Session

At 8:25 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2020-32

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

COMMENTS - Current Meeting:

No action was taken.

RESULT:	**NO ACTION TAKEN**

2. Council Action 2020-33

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

COMMENTS - Current Meeting:

No action was taken.

RESULT:	**NO ACTION TAKEN**

V. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:26 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Citizen Issues

INFORMATION ITEM (ID # 4937)

DOC ID: 4937

Subject: Frontier Waste Services

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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 10/2/20

Date of Council Meeting 10/13/20

****

Name TOM JAMES

Street Address 114 VALLEY Dr.

City LIBERTY, State TX. Zip Code 77575

Telephone No. 936-391-0158 Fax No.

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

FRONTIER WASTE Services Schedule/Pick up DATES, AND MAJOR ISSUES with This Schedule

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

Date requestor was notified

Comments

Attachment: Tom James request form (4937 : Frontier Waste Services)

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Purchasing

RESOLUTION (ID # 4934) DOC ID: 4934

Department: Fire

Subject: Fire Station Generator

Background: Recently, the generator at the Fire Station failed to start during a weekly test. An inspection conducted by the service company revealed the wiring harness had burned due to a hole in the manifold. Additionally, it was determined the engine had seized and could not be turned over. Due to the age and potential cost to repair the motor, if it could be repaired, a quote was requested to replace the generator. The cost to replace the generator by WPI through Buy Board is $64,446.00. WPI is currently performs the preventative maintenance service on all the City's generators. Buy Board is a purchasing cooperative that was created to support and serve public schools, municipalities, county government, and all types of local government agencies and nonprofits.

Funding Source: The funding for the new generator for the Fire Station will be allocated from Cambridge Funds.

Staff Recommendation: Staff recommends purchasing the generator from WPI through Buy Board and allocating Cambridge Funds in the amount of $64,446.00 for the purchase.

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 PURCHASE OF A REPLACEMENT GENERATOR FOR THE FIRE STATION FROM WAUKESHA-PEARCE INDUSTRIES

WHEREAS, the generator at the Fire Station recently failed to start during a weekly test due to a burned wiring harness; and

WHEREAS, the City Council recognizes the importance of having constant electricity at the fire station; and

WHEREAS, Waukesha-Pearce Industries (WPI) submitted a quote for a new generator at the fire station through Buy Board in the amount of $64,446.00; and

WHEREAS, WPI currently performs the preventative maintenance service on all the City's generators.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves the purchase of a new generator for the fire station from Waukesha-Pearce Industries through Buy Board in the amount of $64,446.00. The funding for the new generator shall be allocated from Cambridge Funds.

PASSED AND APPROVED this ____ day of ______________________, 2020.

CITY OF LIBERTY, TEXAS

____
Carl Pickett, Mayor

ATTEST:

____
City Secretary

BuyBoard® Cooperative Purchasing

Texas Association of School Boards

BUYBOARD Quotation

WPI POWERED BY SOLUTIONS

Quote Date	October 4, 2020	WPI Quote Number	100420-001 NN
		Contract No.	597-19
		Vendor ID	837

Quotation To

End User	City of Liberty Fire Department
Contact	Brian Hurst
Phone	936-336-3922
Fax	936-336-5417
Email	bhurst@cityofliberty.org

Waukesha-Pearce Industries Inc.
Generator Division

Contact	Nick Newell
Phone	832-350-9168
Fax	713-551-0799
Email	nick.newell@wpi.com

Pricing Based On Maunufacturer's Price List Dated:	12/01/19	Contract Discount	33.0%
		Factor	67.0%

A. Base Unit:

Manufacturer	Model No.	Description	List Price	Net Price
Generac	SG150	150KW Natural Gas Generator	$ 116,100.00	$ 77,787.00

Includes All Standard equipment & attachments as listed in attached brochures.

B. Factory options and attachments

Part No.	Description	List Price	Net Price
ATS-600-3	600A ATS	$ 12,345.00	$ 8,271.15
			$
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Sub Total	$ 8,271.15

C. Non-Factory options and attachments

Part No.	Description	Net Price
TK R&R	Turn Key R&R	$ 17,241.00
		$ -
		$
		$ -
		$ -
		$ -
		$ -
	Sub Total	$ 17,241.00

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
WPI Terms and Conditions apply to this quote	$ -
Freight to job site and start up testing included	$ 3,563.00
	$ -
Additional Discount	$ (42,416.15)
Sub Total	$ 64,446.00

TOTAL PURCHASE PRICE: $ 64,446.00

Delivery: Estimated 12 wks ARO

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: buyboard@tasb.org

Attachment: Fire Station Generator (4934 : Purchase of Generator for Fire Station)

POWERED BY SOLUTIONS

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77235

Phone: 832-350-9168 ~ Fax: 713-771-0799

Date:	Sunday, October 4, 2020
Company:	City Of Liberty Texas
Attention:	Chief Brian Hurst
Quote Number:	100420-001 NN
Reference:	Fire Department Generator

Dear Chief Hurst,

The following Bill Of Material is per your request and is based upon your requirements.

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated with Demand Response
- 150 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise

POWERED BY SOLUTIONS

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77235

Phone: 832-350-9168 ~ Fax: 713-771-0799

- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Natural Gas fuel system (7-11")
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - 600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Extreme Cold Weather Kit
- Flex Fuel Line
- Flush Mount Annunciator Kit
- Standard 2-Year Limited Warranty
- SG0150GG269.0S18HPYYG

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 600 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Inphase Monitor
    - Time Delay Neutral
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- Return to Normal Bypass
- Prefered Source Selector switch
- Double set of Auxiliary Contacts

- UL 1008 Listed, CSA Certified
- NEMA 3R Enclosure

POWERED BY SOLUTIONS

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77235

Phone: 832-350-9168 ~ Fax: 713-771-0799

- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS060N-3G2LDNCY

Quantity 1 – Turn Key Installation

- Disconnection & removal of existing generator a& ATS
- Installation of New Generator & ATS
- Relocation of existing equipment at the grounds of the current address

Quantity 1 – FOB Shipping Point
Quantity 1 – Factory Start-Up & Warranty Registration

Project Specific Clarifications:

- This proposal is based on verbal specifications only. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- Offering equipment by Generac Power Systems
- Offering manufacturers standard materials of construction.
- Quotation is limited to the quantity and description listed above

Standard Clarifications:

- Sales Tax is NOT Included.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year initial shipping.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- External Plumbing & Required Primary Gas Pressure Reducing Regulator by Others.

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77235

Phone: 832-350-9168 ~ Fax: 713-771-0799

- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature is available.
- Manufacturers' standard factory & field testing is available.
- This quotation is subject to WPI Terms & Conditions.
- Quotation is valid for 30 days.

Taxable customers are subject to 1.5% Diesel Surcharge Tax on diesel units 50 HP and up.

Optional Remote Monitoring service for as low as $999.00 (Includes Equipment, basic installation, activation and first years monitoring fee all done during your equipment startup). When you must rely on your investment, this service will remotely monitor your generator allowing for the highest level of reliability. Ask your sales rep for further details.

Best Regards,

Nick Newell
New Unit Sales Rep
Power Generation Products
Waukesha-Pearce Industries
Cell: 832-350-9168
Email: Newell@wpi.com

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

50% upon submittal approval and release of order to the factory
50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

- 8+ weeks prior to ship date................25%
- 6-8 weeks prior to ship date...............40%
- 4-6 weeks prior to ship date...............50%
- 2-4 weeks prior to ship date...............75%
- At scheduled ship date.....................100%

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date...............4%
- 2-3 weeks prior to ship date...............6%
- Less than 2 weeks...........................No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer herby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Franchise Agreements

ORDINANCE (ID # 4933)

DOC ID: 4933

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 second 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) <u>Books of Account.</u> 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. Centers Jr., Division
Vice President, Regional
Operations

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 ______ 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; 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

[SEAL]

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: General Obligation Refunding Bonds

ORDINANCE (ID # 4938)

DOC ID: 4938

Department: Finance

Subject: Refunding Bonds, Series 2020.

Background: During the January 28, 2020 City Council Meeting the City's Financial Advisor presented and City Council approved a Plan of Finance. Included in the Plan of Finance was a recommendation to refund Certificates of Obligation Series 2010A. Also, during this meeting, City Council authorized the issuance up to $3,000,000 in principal amount of the City of Liberty Texas General Obligation Refunding Bonds, Series 2020. Prior to the issuance of these bonds the Covid-19 impacted the country and made the bond market somewhat unstable. The anticipated gross dollar and net present savings from the refunding was estimated to be approximately $313,372 and $286,107, respectively. Since January 2020, the Series 2007 Certificates are now callable, and the Series 2012 Certificates will become callable on March 1, 2021. The tax-exempt refunding bonds can be delivered up to ninety (90) days prior to the March 1, 2021 date. The City's Financial advisor is now recommending the refunding of the Series 2007, 2010A and 2012 Certificates. The anticipated gross dollar and net present savings from the refunding of all three series is anticipated to be $700,176 and $658,408, respectively.

Funding Source: Authorization to issue up to $8,350,000 in General Obligation Refunding Bonds.

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DRAFT DATE: OCTOBER 7, 2020

ORDINANCE NO. _______

ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO $8,350,000 IN PRINCIPAL AMOUNT OF *CITY OF LIBERTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020*, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT AND OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO SELECT OUTSTANDING OBLIGATIONS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR REDEMPTION

DATE OF APPROVAL: OCTOBER 13, 2020

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ORDINANCE NO. _______

ORDINANCE AUTHORIZING THE ISSUANCE UP TO $8,350,000 IN PRINCIPAL AMOUNT OF *CITY OF LIBERTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020*, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT AND OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO SELECT OUTSTANDING OBLIGATIONS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR REDEMPTION

THE STATE OF TEXAS §
COUNTY OF LIBERTY §
CITY OF LIBERTY §

WHEREAS, the **CITY OF LIBERTY, TEXAS** (the "***City***") in Liberty County, Texas, is a political subdivision of the State of Texas operating as a home-rule city pursuant to the Texas Local Government Code and its City Charter which was initially approved by the qualified voters of the City on May 6, 1958, and which has been amended from time to time, with the most recent amendments being approved by the qualified voters of the City on May 10, 2008; and

WHEREAS, among numerous series of bonds of the City which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on such bonds as they become due, within the limits permitted by law, there are specifically outstanding the following series of obligations:

*City of Liberty, Texas Combination Tax and Revenue Certificates of Obligation, Series 2007, dated July 1, 2007, maturing on March 1 in the years 2021 through 2028, currently outstanding in the aggregate principal amount of $3,675,000 (the "**Series 2007 Certificates**"); and*

*City of Liberty, Texas Combination Tax and Revenue Certificates of Obligation, Series 2010A, dated August 15, 2010, maturing on March 1 in the years 2021 through 2030, currently outstanding in the aggregate principal amount of $3,200,000 (the "**Series 2010A Certificates**"); and*

*City of Liberty, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012, dated April 1, 2012, maturing on March 1 in the years 2022, 2024, 2026, 2028, 2030, and 2032, currently outstanding in the aggregate principal amount of $1,220,000 (the "**Series 2012 Certificates**"); and*

WHEREAS, pursuant to the ordinance which authorized the Series 2007 Certificates, all currently outstanding Series 2007 Certificates are subject to redemption, at the option of the City and in inverse order of maturity, on any date; and

WHEREAS, pursuant to the ordinance which authorized the Series 2010A Certificates, all currently outstanding Series 2010A Certificates are subject to redemption, at the option of the City, on any date; and

WHEREAS, pursuant to the ordinance which authorized the Series 2012 Certificates, the Series 2012 Certificates maturing on and after March 1, 2022 are subject to redemption, at the option of the City, on March 1, 2021, and on any date thereafter; and

WHEREAS, the City now desires to authorize the refunding of (i) all or a portion of all outstanding maturities of the Series 2007 Certificates, (ii) all or a portion of all outstanding maturities of the Series 2010A Certificates, and (iii) all or a portion of the Series 2012 Certificates maturing on and after March 1, 2022, which are more fully described as follows:

SERIES 2007 CERTIFICATES ELIGIBLE TO BE REFUNDED

Maturity (March 1)	Principal Amount Maturing in Year ($)	Principal Amount Eligible to be Refunded ($)	Stated Interest Rate (%)	CUSIP No. (531286)
2021	420,000	420,000	2.300	KB7
2022	430,000	430,000	2.350	KC5
2023	440,000	440,000	2.400	KD3
2024	455,000	455,000	2.400	KE1
2025	465,000	465,000	2.450	KF8
2026	475,000	475,000	2.500	KG6
2027	490,000	490,000	2.550	KH4
2028	500,000	500,000	2.550	KJ0
Totals	3,675,000	3,675,000	***	***

SERIES 2010A CERTIFICATES ELIGIBLE TO BE REFUNDED

MATURITY (MARCH 1)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT ELIGIBLE TO BE REFUNDED ($)	STATED INTEREST RATE (%)	CUSIP NO. (531286)
2021	265,000	265,000	4.000	KU5
2022	280,000	280,000	4.000	KV3
2023	290,000	290,000	4.000	KW1
2024	295,000	295,000	4.000	KX9
2025	310,000	310,000	4.000	KY7
2026	325,000	325,000	4.000	KZ4
2027	335,000	335,000	4.000	LA8
2028	355,000	355,000	4.000	LB6
2029	365,000	365,000	4.000	LC4
2030	380,000	380,000	4.000	LD2
Totals	3,455,000	3,455,000	***	***

SERIES 2012 CERTIFICATES ELIGIBLE TO BE REFUNDED

MATURITY (MARCH 1)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT ELIGIBLE TO BE REFUNDED ($)	STATED INTEREST RATE (%)	CUSIP NO. (531286)
2022	170,000	170,000	3.000	LU4
***	***	***	***	***
2024	180,000	180,000	3.000	LW0
***	***	***	***	***
2026	195,000	195,000	4.000	LY6
***	***	***	***	***
2028	205,000	205,000	4.000	MA7
***	***	***	***	***
2030	225,000	225,000	4.000	MC3
***	***	***	***	***
2032	245,000	245,000	4.000	ME9
Totals	1,220,000	1,220,000	***	***

WHEREAS, pursuant to the provisions of Section 1207.007(a)(4), Texas Government Code, the City now desires to delegate to a "Designated Officer" (as defined in Section 1(a) below) the authority, individually or collectively, to select the specific maturities and principal amounts of the Series 2007 Certificates, the Series 2010A Certificates, and/or the Series 2012 Certificates described in the preceding recital to be refunded with proceeds of the bonds authorized pursuant to this Ordinance and effect the sale of such bonds; and

WHEREAS, the Series 2007 Certificates, the Series 2010A Certificates, and/or the Series 2012 Certificates selected by a Designated Officer to be refunded as authorized by Section 1(c) of this Ordinance are hereafter referred to collectively as the "***Refunded Obligations***"; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("***Chapter 1207***"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for the City, in an amount sufficient to provide for the payment and/or redemption of the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, Chapter 1207 (specifically Section 1207.062, Texas Government Code) further authorizes the City to enter into an escrow agreement with any paying agent for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for the City, with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree; provided that such deposits may be invested and reinvested in:

(i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States,

(ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and

(iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent,

and all of which must mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or redemption of the Refunded Obligations; and

WHEREAS, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, currently serves as the paying agent for the Series 2007 Certificates, the Series 2010A Certificates, and the Series 2012 Certificates, and the Escrow Agreement hereinafter authorized between the City and The Bank of New York Mellon Trust Company, N.A., shall constitute an escrow agreement of the kind authorized and permitted by Chapter 1207; and

WHEREAS, the City Council of the City hereby finds and declares a public purpose and deems it advisable and in the best interests of the City to issue a series of bonds (defined in Section 2 hereof as the "***Bonds***"), the proceeds of which will be used to pay costs of issuance and refund the Refunded Obligations in order to achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided, however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least *5.00%* of the principal amount of the Refunded Obligations; and

WHEREAS, the Bonds hereinafter authorized and designated are to be issued and delivered pursuant to Chapter 1207; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE BONDS; DELEGATION OF AUTHORITY TO CERTAIN CITY OFFICIALS.

(a) *Authorization to Issue General Obligation Refunding Bonds*. General obligation bonds of the City are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the Mayor, the City Manager and/or the Finance Director of the City (each a "***Designated Officer***") pursuant to the provisions of Section 1(b) of this Ordinance ***FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS, AND TO PAY FOR COSTS OF ISSUANCE***.

(b) *Delegation of Final Terms*. As authorized by Section 1207.007, Texas Government Code, each Designated Officer, acting individually or in combination with another Designated Officer, is hereby authorized, appointed, and designated as an officer of the City authorized to act on behalf of the City to effect the sale of the Bonds and establish the terms and details related to the issuance and sale of the Bonds including the total aggregate principal amount of Bonds to be issued (but in no event to exceed *$8,350,000* in aggregate principal amount), the price at which the Bonds will be sold (but in no event shall the Bonds be sold at a price which would result in a net present value debt service savings of less than *4.00%* of the principal amount of the Refunded Obligations), the date of the Bonds, the aggregate principal amount of each maturity thereof, the due date of each maturity (but in no event later than *March 1, 2032*), the rate of interest to be borne on the principal

amount of each such maturity (but in no event to exceed a true interest cost rate for all of the Bonds of *4.00%* per annum), the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to any mandatory sinking fund redemption provisions for any maturity, and all other matters relating to the issuance, sale and delivery of the Bonds. Each Designated Officer, acting individually or in combination with another Designated Officer for and on behalf of the Issuer, is further authorized to (i) complete and attach *Exhibit A* of this Ordinance, (ii) revise and complete the FORM OF BOND set forth in Section 5 of this Ordinance, with the final terms of the Bonds approved pursuant to the authority granted herein, (iii) select a financial institution to serve as the paying agent/registrar for the Bonds (herein referred to as the "***Paying Agent/Registrar***"), and to approve and execute a Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar (upon consultation with the City's Bond Counsel), and (iv) approve the form, enter into, execute and carry out a Purchase Contract to purchase the Bonds (in the form approved by Bond Counsel for the City) with one or more investment banking firms selected by a Designated Officer to serve as the underwriters for the Bonds (which firm or firms shall be named in *Exhibit A* of this Ordinance).

(c) Delegation of Authority to Select Series 2007 Certificates, Series 2010A Certificates, and/or Series 2012 Certificates for Refunding. As authorized by Section 1207.007(a)(4), Texas Government Code, each Designated Officer, acting individually or in combination with another Designated Officer for and on behalf of the City, is are hereby authorized to select (i) all or any portion of all outstanding maturities of the Series 2007 Certificates, (ii) all or any portion of outstanding maturities of the Series 2010A Certificates, and/or (iii) all or any portion of the Series 2012 Certificates maturing on and after March 1, 2022, to be refunded with proceeds of the Bonds and to evidence the selection of such Series 2010A Certificates by describing the maturities and the principal amount of such maturities of the Series 2007 Certificate, the Series 2010A Certificates, and/or the Series 2012 Certificates to be refunded with the proceeds of the Bonds in *Exhibit A* attached to this Ordinance.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by a Designated Officer pursuant to such delegated authority and incorporated in *Exhibit A* will be, in the City's best interests, and each Designated Officer is hereby authorized to make and include in *Exhibit A* an appropriate finding to that effect.

(e) Expiration of Delegation Authority. The authority delegated to a Designated Officer pursuant to Sections 1(b) and (c) above shall expire on April __, 2021.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated **CITY OF LIBERTY, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020**, and initially there shall be issued, sold and delivered hereunder one fully registered bond, numbered T-1 (the "***Initial Bond***"), without interest coupons, dated as of the date determined by a Designated Officer and set forth in _Exhibit A_, and payable on the dates and in the principal amounts determined by a Designated Officer and set forth in _Exhibit A_, with Bonds issued and delivered in substitution for the Initial Bond being in the denomination of $5,000 or any integral multiple thereof, being numbered consecutively from R-1 upward, and being payable to the initial registered owner designated in Section 13 hereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (the "***Registered Owner***").

SECTION 3. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity at the rates per annum determined by a Designated Officer as set forth in _Exhibit A_ attached hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE BONDS.

(a) _*Registration, Transfer, and Exchange; Authentication*_. The City shall keep or cause to be kept books or records for the registration of the transfer, conversion and exchange of the Bonds (the "***Registration Books***") at the designated corporate trust or commercial banking office of the Paying Agent/Registrar selected and approved by a Designated Officer pursuant to Section 1(b) hereof. The Paying Agent/Registrar shall serve as the City's registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe, and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Ordinance. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Sections 1201.061 through 1201.067 of the Public Securities Code, Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Bonds and Interest*. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) *In General*. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, if any, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal interest, and (viii) shall be administered and the Paying Agent/Registrar, and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for the Initial Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF BOND below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be

effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Bonds*. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified in Section 13 herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *DTC Letter of Representation*. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation, if necessary, with DTC establishing the book-entry only system with respect to the Bonds.

(i) *Delivery of Initial Bond*. On the closing date, one Initial Bond representing the entire principal amount of the Bonds and, payable in stated installments to the initial registered owner named in Section 13 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and the City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Bonds, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to the initial registered owner or its designee one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

SECTION 5. FORM OF BOND. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF BOND

R-__ **Principal Amount**
$____________

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF LIBERTY
CITY OF LIBERTY, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020

INTEREST RATE	DATE OF SERIES	MATURITY DATE	CUSIP NO.
____%	______ __, 2020	March 1, 20__	531286 ___

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the ***CITY OF LIBERTY, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "***Registered Owner***") the Principal Amount set forth above, and to pay interest thereon from [_______ __, 2020] [the date of initial delivery of this Bond as shown on the records of the Paying Agent/Registrar defined and identified below], at the Interest Rate per annum specified above, on March 1, 2021, and semiannually on each March 1 and September 1 thereafter to the Maturity Date specified above [or the date of redemption prior to stated maturity]; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such Principal Amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust or commercial banking office (initially located in _______, Texas) of ______________________________, which is the "***Paying Agent/Registrar***" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of the Bonds (the "***Bond Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE FOR ANY PAYMENT DUE on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A SERIES OF BONDS, dated as of _______ __, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of ***$__________ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S GENERAL OBLIGATION INDEBTEDNESS AND TO PAY FOR COSTS OF ISSUANCE***.

ON MARCH 1, 20__, OR ON ANY DATE THEREAFTER, the Bonds scheduled to mature on and after March 1, 20__, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of such Bond may be redeemed only in an integral multiple of $5,000 in principal amount) at the redemption price equal to the principal amount being called for redemption plus unpaid accrued interest. If less than all of such Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

ADDITIONALLY, THE BONDS MATURING on March 1 in the years 20__, 20__, and 20__ (the "***Term Bonds***") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	**Redemption Amount ($)**
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	**Redemption Amount ($)**
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	**Redemption Amount ($)**
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Bonds which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Bonds may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of a Bond during the period commencing with the close of business on any Record Date immediately preceding a principal or interest payment date for such Bond and ending with the opening of business on the next following principal or interest payment date.

WHENEVER THE BENEFICIAL OWNERSHIP of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits provided by law.

THE CITY HAS RESERVED THE RIGHT TO AMEND the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING THE REGISTERED OWNER of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)	(facsimile signature)
City Secretary, City of Liberty, Texas	Mayor [Pro-Tem], City of Liberty, Texas

(Seal)

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. ____________

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

____
Comptroller of Public Accounts
of the State of Texas

(Comptroller's Seal)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

____
Paying Agent/Registrar

By________________________________
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

____
/_______________________________/____
(Assignee's Social Security or Taxpayer Identification) (Print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints ____ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________________

Signature Guaranteed:

____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

INITIAL BOND INSERTIONS

The Initial Bond shall be in the form set forth above except that:

(A) Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF LIBERTY, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from [_______ __, 2020] [the date of initial delivery of this Bond as shown on the records of the Paying Agent/Registrar defined and identified below], at the respective Interest Rates per annum specified below, payable on March 1, 2021, and semiannually on each March 1 and September 1 thereafter to the respective Maturity Dates specified below. The respective Maturity Dates, Principal Installments and Interest Rates for this Bond are set forth in the following schedule:

MATURITY DATE (MARCH 1)	PRINCIPAL INSTALLMENT ($)	INTEREST RATE (%)
_____	________	_____
_____	________	_____
_____	________	_____

[Insert information from Exhibit A]

(C) The Initial Bond shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.

(a) Interest and Sinking Fund; Tax Levy. A special "***Interest and Sinking Fund***" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and the principal of said Bonds. Immediately after the issuance and delivery of the Bonds, all accrued interest on the Bonds, together with any premium on the Bonds that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, shall be deposited to the credit of the Interest and Sinking Fund. In addition, all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. For each fiscal year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund created by this Ordinance. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by

the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed. Income and profits from such investments shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 8. DEFEASANCE OF BONDS.

(a) <u>*Defeasance*</u>. Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "***Defeased Bond***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Deposit Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the escrow agent under such Future Deposit Agreement to receive payment when due on the Defeasance Securities. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) *Investment of Funds in Defeasance Securities*. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Deposit Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Definition of Defeasance Securities*. The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Bonds.

(d) *Duties of Paying Agent/Registrar*. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) *Selection of Bonds to be Defeased*. In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) *Replacement Bonds*. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) *Application for Replacement Bonds*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying

Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) *No Default Occurred*. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Bonds*. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Bonds*. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND OTHER MATTERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City) and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this

Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) *Covenants*. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a

materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of ninety days or less, until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) *Rebate Fund*. In order to facilitate compliance with the covenants set forth in Section 11(a)(9) above, a "***Rebate Fund***" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) *Proceeds*. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, the Deputy City Manager, Assistant City Manager, or the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) *Disposition of Projects*. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

(e) *Written Procedures*. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit B* as the City's written procedures.

(f) Designation as Qualified Tax-Exempt Bonds. The City hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than $10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed $10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 12. COMPLIANCE WITH RULE 15c2-12.

(a) *Definitions*. As used in this Section, the following terms have the meanings ascribed to such terms below:

"***EMMA***" means the Electronic Municipal Market Access system being established by the MSRB.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) *Annual Reports*. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in *Exhibit C* hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit C* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) *Event Notices*.

The City shall file notice of the following events with respect to the Bonds to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) *Limitations, Disclaimers, and Amendments*. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) *Format, Identifying Information, and Incorporation by Reference*. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 13. SALE OF BONDS. The Bonds authorized hereunder are hereby authorized to be sold and shall be delivered to the initial purchaser approved by a Designated Officer named in *Exhibit A* attached hereto at a price determined by a Designated Officer and as set forth in *Exhibit A* attached hereto and pursuant to the terms and provisions of a Purchase Contract in the form approved by a Designated Officer, which each Designated Officer is individually hereby authorized and directed to execute and deliver. The City will initially deliver to the initial purchaser the Initial Bond described in Section 2 hereof, which shall be registered in the name of the initial purchaser named in *Exhibit A* attached hereto.

SECTION 14. APPROVAL OF OFFICIAL STATEMENT. The City hereby authorizes the Mayor, the City Manager or the Finance Director of the City to approve the form and content of an Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and to approve the distribution of the Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The preparation, distribution and use of a Preliminary Official Statement for the Bonds is also hereby approved.

SECTION 15. APPROVAL OF ESCROW AGREEMENT; REFUNDING OF REFUNDED OBLIGATIONS. Concurrently with the initial delivery of the Bonds the City shall deposit an amount from the proceeds from the sale of the Bonds and other available funds of the City, if required, with **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (the "***Escrow Agent***"), sufficient to provide for the refunding of the Refunded Obligations, all in accordance with Chapter 1207. Each Designated Officer of the City is hereby authorized to approve and execute an Escrow Agreement between the City and the Escrow Agent relating to the Refunded Obligations in the form prepared by the City's Bond Counsel.

SECTION 16. REDEMPTION OF REFUNDED OBLIGATIONS. There is attached to this Ordinance as *Exhibit D*, and made a part hereof for all purposes, is a *NOTICE OF DEFEASANCE AND REDEMPTION* for each Series of the Refunded Obligations. (Each Designated Officer and the City Secretary are authorized to substitute a revised *Exhibit D* to reflect the actual maturities and principal amount of such maturities of the Refunded Obligations that are selected by a Designated Officer to be refunded.) The City hereby exercises its option to redeem prior to maturity the Refunded Obligations described in the respective *NOTICE OF DEFEASANCE AND REDEMPTION*, and each Series of the Refunded Obligations are hereby called for redemption, and shall be redeemed, prior to maturity, on the date, at the place, and at the price set forth therein.

As soon as practicable after the delivery of the Bonds, and in no event less than 30 days prior to the date set for redemption, a copy of the appropriate *NOTICE OF DEFEASANCE AND REDEMPTION* shall be sent to all registered owners of the respective Refunded Obligations by first class mail postage prepaid, addressed to such registered owners at their respective addresses shown on the registration books of the paying agent/registrar for such Refunded Obligations. In addition, as soon as practicable after the issuance and delivery of the Bonds, a copy of each *NOTICE OF DEFEASANCE AND REDEMPTION* shall be filed with the MSRB through EMMA in order to comply with the City's requirements under the Rule to provide notice of the occurrence of certain material events.

SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Manager, City Secretary and Finance Director of the City are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the Official Statement, the Paying Agent/Registrar Agreement, the Escrow Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro-Tem, City Manager, City Secretary, and Finance Director of the City, and Bond Counsel to the City, are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Finance Director of the City is further authorized to pay to the Attorney General of Texas prior to the delivery of the Bonds, for the Attorney General's review of the transcript of proceedings related to the Bonds, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the registered owners of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any registered owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the registered owners. The City may, with the written consent of the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the registered owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Bond over any other Bond, (ii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the registered owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the registered owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of the registered owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 19. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the

City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

SECTION 20. **REMEDIES IN EVENT OF DEFAULT**. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 21. APPROPRIATION TO PAY INTEREST. The City Council hereby finds that, in the event a Designated Officer approves the payment of principal and/or interest on the Bonds to begin on March 1, 2021, there are and will be sufficient funds available to pay such principal and/or interest, and the City Council hereby directs the City Manager and the Finance Director of the City to transfer on or before such date available funds to the Interest and Sinking Fund in an amount sufficient to pay such principal and/or interest coming due on such date.

SECTION 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 24. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AT A REGULAR MEETING HELD ON THE ___ DAY OF OCTOBER, 2020, AT WHICH MEETING A QUORUM WAS PRESENT.

____
Mayor, City of Liberty, Texas

ATTEST:

____
City Secretary
City of Liberty, Texas

(City Seal)

APPROVED AS TO LEGALITY:

____
City Attorney
City of Liberty, Texas

** ** ** ** **

EXHIBIT A

FORM OF APPROVAL CERTIFICATE

CERTIFICATE APPROVING THE FINAL TERMS OF THE BONDS

I, the Finance Director of the **CITY OF LIBERTY, TEXAS** (the "***City***"), pursuant to authority granted by the provisions of Section 1207.007, Texas Government Code, and by the City Council of the City in Section 1(b) of an ordinance approved by the City Council on January 28, 2020, relating to the issuance of the Bonds defined below (the "***Ordinance***"), hereby certify as follows:

1. **GENERAL**. This Certificate is given in connection with the issuance by the City of the **CITY OF LIBERTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "***Bonds***") which, pursuant to the Ordinance, have been authorized by the City Council.

2. **DEFINITIONS**. All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT**. The Bonds shall be dated ________ __, 2020, and shall be issued in the aggregate principal amount of ***$__________***.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES**. The Bonds shall (i) mature on the dates and in the respective principal amounts, and (ii) bear interest from __________________ to their respective date of maturity at the respective interest rates, all as set forth below:

CITY OF LIBERTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

MATURITY DATE	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	MATURITY DATE	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)
2021			2027		
2022			2028		
2023			2029		
2024			2030		
2025			2031		
2026			2032		

5. **INTEREST ON BONDS**. As provided in Section 4 of the Ordinance and in the FORM OF BOND contained in Section 5 of the Ordinance, interest on the Bonds shall be payable on each March 1 and September 1, commencing on March 1, 2021, until stated maturity or redemption.

6. **OPTIONAL REDEMPTION**. [The Bonds maturing on or after March 1, 20__, may be redeemed prior to their scheduled maturities, at the option of the Issuer on March 1, 20__, or on any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.] [The Bonds are not subject to optional redemption prior to stated maturity.]

7. **MANDATORY SINKING FUND REDEMPTION**. The Bonds maturing on March 1 in the years 20__, 20__, and 20__ (the "***Term Bonds***") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM BONDS MATURING MARCH 1, 20__

Mandatory Redemption Date	Redemption Amount ($)
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__

Mandatory Redemption Date	Redemption Amount ($)
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__

Mandatory Redemption Date	Redemption Amount ($)
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

8. **INITIAL PURCHASER AND PURCHASE PRICE**. The following firm has been selected to serve as the underwriter of the Bonds to purchase the Bonds pursuant to a negotiated underwriting:

____
(the "Underwriter")

The Bonds shall be sold to the Underwriter at a price equal to ***$_____________*** (which amount is equal to par, plus an original issue premium on the Bonds of ***$_________***, less Underwriter's discount of ***$__________***), [plus accrued interest on the Bonds from _______ __, 2020 to the date of delivery] [and no accrued interest]. The Initial Bond shall be registered in the name of ________________.

9. **<u>Selection of Refunded Obligations</u>**. Pursuant to Section 1(c) of the Ordinance, the City Council authorized the undersigned to select (i) all or any portion of all outstanding maturities of the Series 2007 Certificates, (ii) all or any portion of outstanding maturities of the Series 2010A Certificates, and/or (iii) all or any portion of the Series 2012 Certificates maturing on and after March 1, 2022, to be refunded with proceeds of the Bonds. In accordance with such authority, and after consulting with the City's financial advisors, I hereby determine and approve the following Series 2007 Certificates, Series 2010A Certificates, and Series 2012 Certificates to be refunded with proceeds of the Bonds, which are described as follows:

SERIES 2007 CERTIFICATES TO BE REFUNDED

Maturity (March 1)	Principal Amount Maturing in Year ($)	Principal Amount to be Refunded ($)	Stated Interest Rate (%)	CUSIP No. (531286)
2021	420,000	420,000	2.300	KB7
2022	430,000	430,000	2.350	KC5
2023	440,000	440,000	2.400	KD3
2024	455,000	455,000	2.400	KE1
2025	465,000	465,000	2.450	KF8
2026	475,000	475,000	2.500	KG6
2027	490,000	490,000	2.550	KH4
2028	500,000	500,000	2.550	KJ0
Totals	3,675,000	3,675,000	***	***

SERIES 2010A CERTIFICATES TO BE REFUNDED

Maturity (March 1)	**Principal Amount Maturing in Year ($)**	**Principal Amount to be Refunded ($)**	**Stated Interest Rate (%)**	**CUSIP No. (531286)**
2021	265,000	265,000	4.000	KU5
2022	280,000	280,000	4.000	KV3
2023	290,000	290,000	4.000	KW1
2024	295,000	295,000	4.000	KX9
2025	310,000	310,000	4.000	KY7
2026	325,000	325,000	4.000	KZ4
2027	335,000	335,000	4.000	LA8
2028	355,000	355,000	4.000	LB6
2029	365,000	365,000	4.000	LC4
2030	380,000	380,000	4.000	LD2
Totals	3,455,000	3,455,000	***	***

SERIES 2012 CERTIFICATES TO BE REFUNDED

Maturity (March 1)	**Principal Amount Maturing in Year ($)**	**Principal Amount to be Refunded ($)**	**Stated Interest Rate (%)**	**CUSIP No. (531286)**
2022	170,000	170,000	3.000	LU4
***	***	***	***	***
2024	180,000	180,000	3.000	LW0
***	***	***	***	***
2026	195,000	195,000	4.000	LY6
***	***	***	***	***
2028	205,000	205,000	4.000	MA7
***	***	***	***	***
2030	225,000	225,000	4.000	MC3
***	***	***	***	***
2032	245,000	245,000	4.000	ME9
Totals	1,220,000	1,220,000	***	***

10. **<u>Determination of Debt Service Savings</u>**. Pursuant to the Ordinance, the City Council authorized the issuance of the Bonds in order to "*achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided,*

however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least 4.00% of the principal amount of the Refunded Obligations." The final terms of the Bonds as set forth in this Certificate have achieved such purpose, for the issuance of the Bonds will result in a gross debt service savings of ***$*\_\_\_\_\_\_\_\_\_** and a net present value debt service savings of ***$*_________** (which amount is equal to _________*%* of the principal amount of the Refunded Obligations), after taking into account ___________________ in the amount of ***$*_________________**.

11. **DETERMINATION OF TRUE INTEREST COST RATE**. Pursuant to the Ordinance, the City Council authorized the undersigned, as a Designated Officer, to determine "*the rate of interest to be borne on the principal amount of each such maturity (but in no event to exceed a true interest cost rate of 4.00%)* . . ." The final terms of the Bonds as set forth in this Certificate have achieved such purpose, for the issuance of the Bonds will result in a true interest cost rate of _________*%*.

12. **SELECTION OF PAYING AGENT/REGISTRAR**. __________________________ is hereby appointed to serve as the initial Paying Agent/Registrar for the Bonds.

13. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE**. In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Bonds as set forth in this Certificate are in the City's best interests.

[*The remainder of this page intentionally left blank*]

APPROVED BY THE FINANCE DIRECTOR OF THE CITY OF LIBERTY, TEXAS ON THE ______ DAY OF _______, 2020 IN ACCORDANCE WITH SECTIONS 1(b) AND (c) OF THE ORDINANCE.

____
Finance Director, City of Liberty, Texas

Signature Page to Certificate Approving Final Terms of the
City of Liberty, Texas General Obligation Refunding Bonds, Series 2020

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's chief financial officer (the "***Responsible Person***"), which currently is the Finance Director of the City, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Bonds (the "***Issue Date***"), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Bonds are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Resolution related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 12 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included under the headings "RETIREMENT PLAN" and "INVESTMENT POLICIES - Current Investments" in the Official Statement and in Appendix A of the Official Statement under Tables 1 through 12 and 16 through 19 thereof.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

FORMS OF NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the
CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2007
(Maturing on March 1 in the years 2021 - 2028)

NOTICE IS HEREBY GIVEN that the City of Liberty, Texas (the "***City***"), in Liberty County, Texas, has deposited cash and eligible federal securities into an irrevocable escrow account in order to pay, and has legally defeased, the following maturities of the City's outstanding **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2007**, dated July 1, 2007 (the "***Refunded Obligations***"):

CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2007

MATURITY (MARCH 1)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT BEING REFUNDED ($)	STATED INTEREST RATE (%)	CUSIP NO. (702316)
2021	420,000	420,000	2.300	KB7
2022	430,000	430,000	2.350	KC5
2023	440,000	440,000	2.400	KD3
2024	455,000	455,000	2.400	KE1
2025	465,000	465,000	2.450	KF8
2026	475,000	475,000	2.500	KG6
2027	490,000	490,000	2.550	KH4
2028	500,000	500,000	2.550	KJ0

NOTICE IS FURTHER GIVEN that all of the Refunded Obligations have been called for redemption on December __, 2020 (the "***Redemption Date***") ***at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date***. The Refunded Obligations shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN that the Refunded Obligations will be payable at and should be submitted either in person or by certified mail to the following address:

First Class/Registered/Certified Mail:
The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Overnight or Courier:
The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand:
The Bank of New York Mellon
Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, New York 10004

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE HOLDERS. NEITHER THE PAYING AGENT NOR THE CITY ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the
CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010A
(Maturing on March 1 in the years 2021 - 2030)

NOTICE IS HEREBY GIVEN that the City of Liberty, Texas (the "***City***"), in Liberty County, Texas, has deposited cash into an irrevocable escrow account in order to pay, and has legally defeased, the following maturities of the City's outstanding **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010A**, dated August 15, 2010 (the "***Refunded Obligations***"):

CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2010A

MATURITY (MARCH 1)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT BEING REFUNDED ($)	STATED INTEREST RATE (%)	CUSIP NO. (702316)
2021	265,000	265,000	4.000	KU5
2022	280,000	280,000	4.000	KV3
2023	290,000	290,000	4.000	KW1
2024	295,000	295,000	4.000	KX9
2025	310,000	310,000	4.000	KY7
2026	325,000	325,000	4.000	KZ4
2027	335,000	335,000	4.000	LA8
2028	355,000	355,000	4.000	LB6
2029	365,000	365,000	4.000	LC4
2030	380,000	380,000	4.000	LD2

NOTICE IS FURTHER GIVEN that all of the Refunded Obligations have been called for redemption on December __, 2020] (the "***Redemption Date***") ***at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date***. The Refunded Obligations shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN that the Refunded Obligations will be payable at and should be submitted either in person or by certified mail to the following address:

First Class/Registered/Certified Mail:	By Overnight or Courier:	By Hand:
The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services P.O. Box 2320 Dallas, Texas 75221-2320	The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services 2001 Bryan Street, 9th Floor Dallas, Texas 75201	The Bank of New York Mellon Trust Company, N.A. GIS Unit Trust Window 4 New York Plaza, 1st Floor New York, New York 10004

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

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* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE HOLDERS. NEITHER THE PAYING AGENT NOR THE CITY ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the
CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012
(Maturing on March 1 in the years 2022, 2024, 2026, 2028, 2030, and 2032)

NOTICE IS HEREBY GIVEN that the City of Liberty, Texas (the "***City***"), in Liberty County, Texas, has deposited cash into an irrevocable escrow account in order to pay, and has legally defeased, the following maturities of the City's outstanding **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012**, dated April 1, 2012 (the "***Refunded Obligations***"):

CITY OF LIBERTY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2012

MATURITY (MARCH 1)	PRINCIPAL AMOUNT MATURING IN YEAR ($)	PRINCIPAL AMOUNT BEING REFUNDED ($)	STATED INTEREST RATE (%)	CUSIP NO. (702316)
2022	170,000	170,000	3.000	LU4
***	***	***	***	***
2024	180,000	180,000	3.000	LW0
***	***	***	***	***
2026	195,000	195,000	4.000	LY6
***	***	***	***	***
2028	205,000	205,000	4.000	MA7
***	***	***	***	***
2030	225,000	225,000	4.000	MC3
***	***	***	***	***
2032	245,000	245,000	4.000	ME9

NOTICE IS FURTHER GIVEN that all of the Refunded Obligations have been called for redemption on March 1, 2021 (the "***Redemption Date***") ***at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date***. The Refunded Obligations shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

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Institutional Trust Services
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Dallas, Texas 75221-2320

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Trust Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand:
The Bank of New York Mellon
Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, New York 10004

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Golf Course

WORK SESSION (ID # 4940)

DOC ID: 4940

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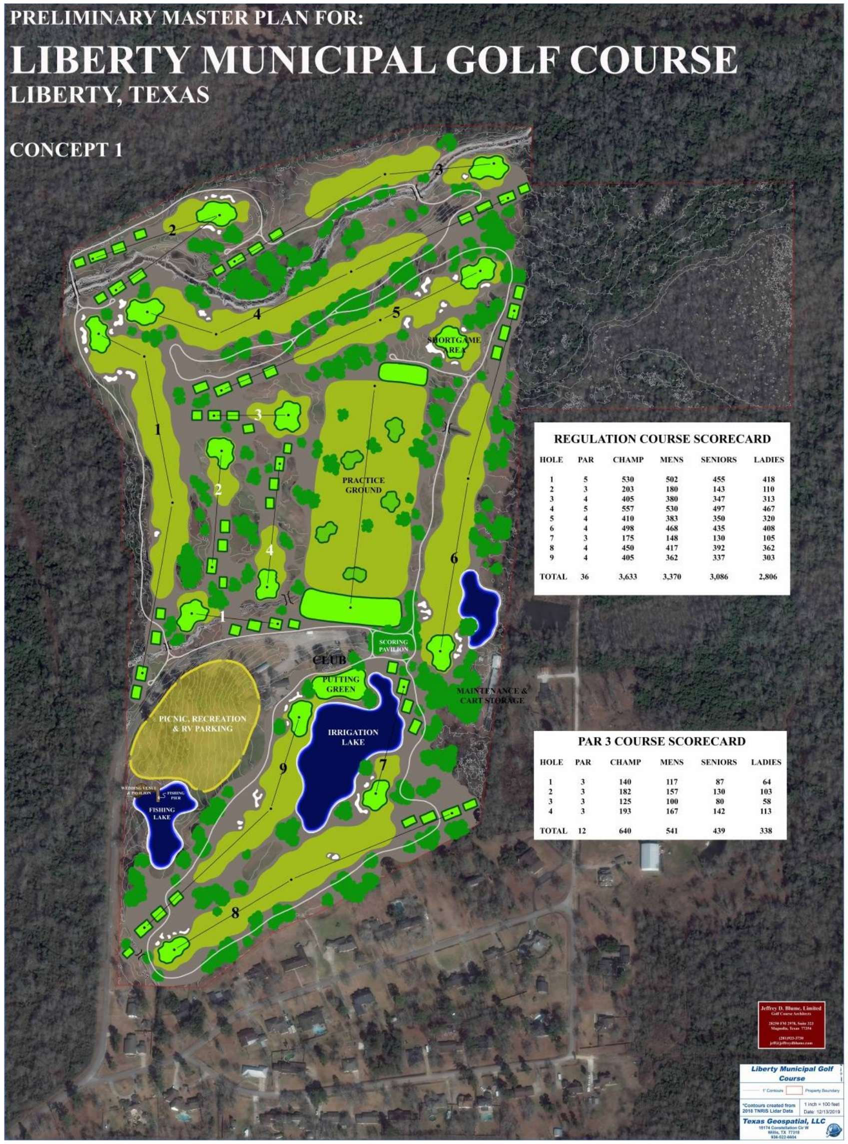
CITY OF LIBERTY TEXAS First City on the Trinity

Golf Course & Driving Range

Master Plan of Improvements & Renovations



REGULATION COURSE SCORECARD

HOLE	PAR	CHAMP	MENS	SENIORS	LADIES
1	5	530	502	455	418
2	3	203	180	143	110
3	4	405	380	347	313
4	5	557	530	497	467
5	4	410	383	350	320
6	4	498	468	435	408
7	3	175	148	130	105
8	4	450	417	392	362
9	4	405	362	337	303
TOTAL	36	3,633	3,370	3,086	2,806

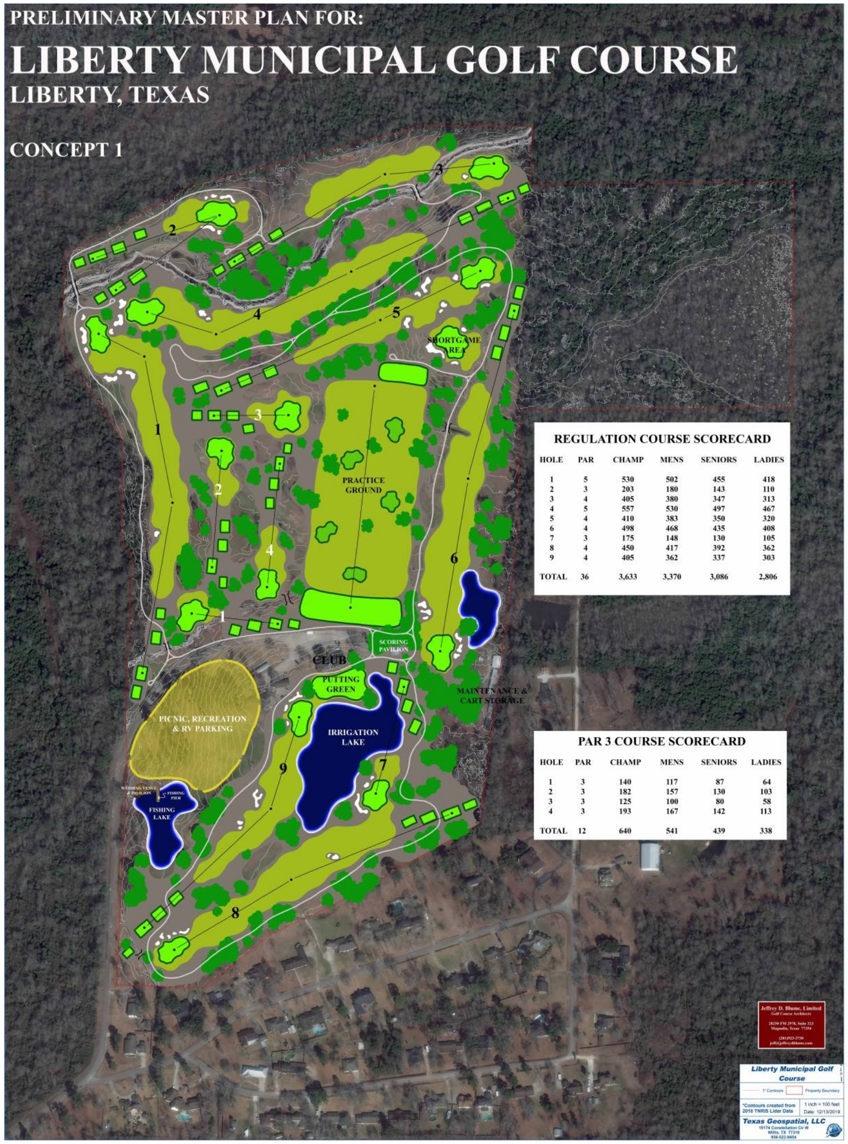
PAR 3 COURSE SCORECARD

HOLE	PAR	CHAMP	MENS	SENIORS	LADIES
1	3	140	117	87	64
2	3	182	157	130	103
3	3	125	100	80	58
4	3	193	167	142	113
TOTAL	12	640	541	439	338

Liberty Municipal Golf Course – Master Plan Program Goals

- Why not 18 holes?
  - Preserve desirable & comfortable spacing
  - Allow for future additional facility offerings to increase revenue
  - Control construction & operational cost
- Create the finest 9 hole experience in Texas
- Introduce first class practice facilities
  - Create a full sized practice range
  - Add a dedicated short game area
  - Create a short course for learning and instruction
  - Create a first class putting green/putting course
  - Light all practice facilities to extend hours of operation & increase revenues
- Allow acreage for other recreational uses
  - Walking trails around the course's perimeter
  - Potential fishing opportunities
  - Wedding Venue
  - Northeastern acreage available for sale or alternative use

Golf Course & Driving Range



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Liberty Municipal Golf Course – Master Plan Renovations – Concept II

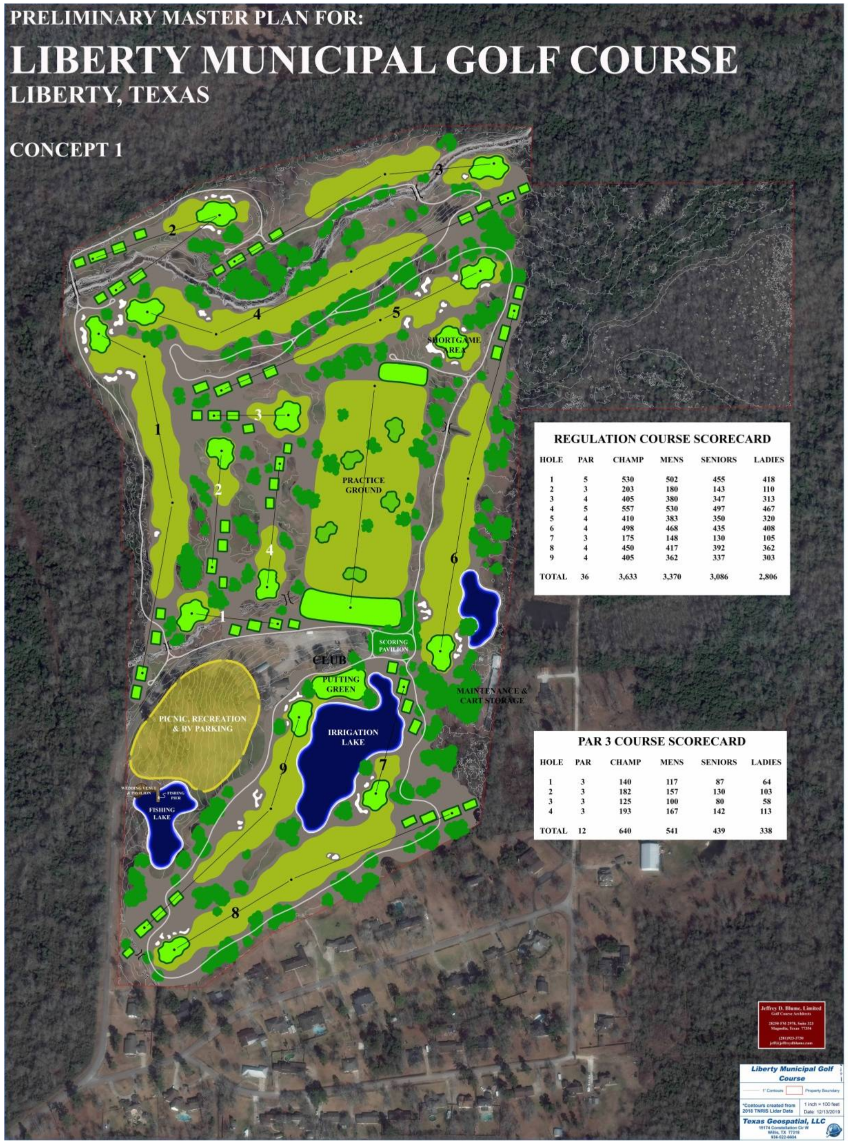
- ## Proposed Renovations

- Re-route golf course to incorporate space for the new practice facilities
- Locate new practice facilities within the interior of the site to allow for future lighting
- As much as possible – preserve original course routing adjacent to creek
- Redesign course elements such as greens, tees, fairways, bunkers, cart paths, drainage systems, irrigation system and turf grass to bring them up to modern standards
- New designs should be done in a classic style to maintain the "traditional" feel of the course
- New designs should be done to promote enjoyable golf and control long term maintenance cost
- Multiple tee locations should be incorporated to allow for a varied 18 hole experience, and promote maximum flexibility for varying skill levels of players

- ## Construction Specifics & Recommendations

- Greens to be built to USGA Guidelines
- Bunkers to have lining systems & quality sand
- Tees to be capped with sand
- Drainage systems to use corrugated plastic piping and "Perma-Basins" where appropriate
- Irrigation system to be replaced complete with a new pump station, dual head control aroun the putting surfaces and computer controlled.
- Cart paths will be replaced with concrete paving
- New turf varieties will be installed on all course features

Golf Course & Driving Range



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4	3	193	167	142	113
TOTAL	12	640	541	439	338

Liberty Municipal Golf Course – Master Plan Preliminary Cost Analysis

- Cost Breakdown

- Mobilization & Clearing - $75,000
- Clearing - $32,000
- Earthmoving - $280,000
- Drainage - $167,900
- Tees - $120,000
- Greens - $525,910
- Bunkers - $170,000
- Fairways & Roughs - $156,500
- Erosion Control & Cart Paths - $297,500
- Irrigation - $900,000

- Total Construction - $2,724,810.00

- Non-Construction Items – Architect & Irrigation Design, Grow-In, Bonding - $330,000
- Lighting (Practice Tee & Putting Green) - $50,000

- GRAND TOTAL - $3,104,810

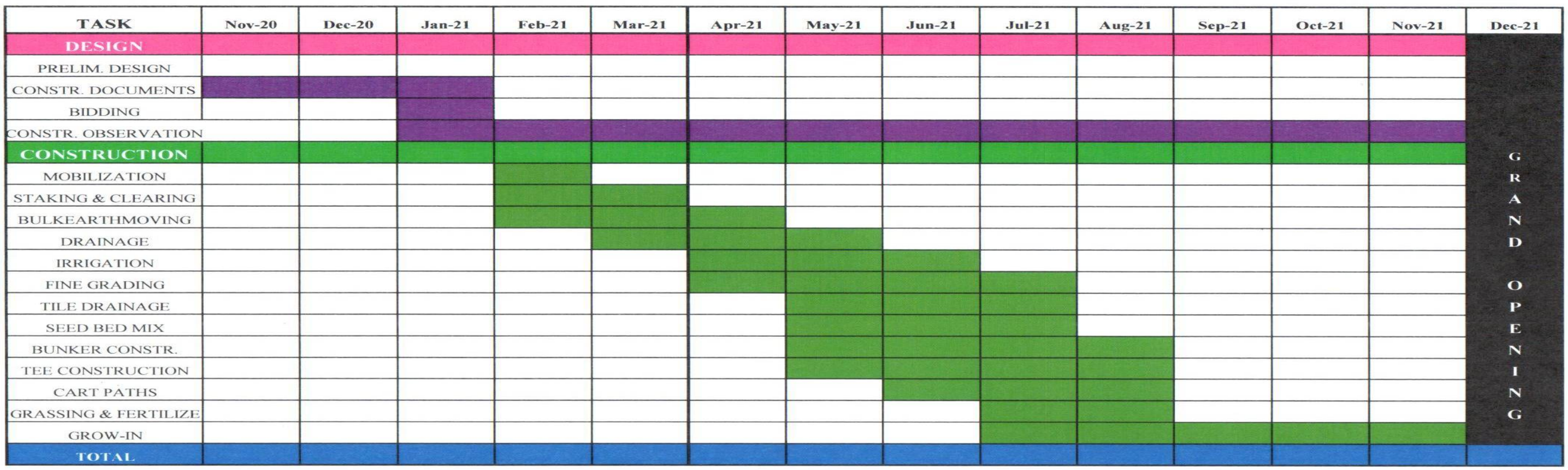
- Possible Future Additions

- 4 Hole Short Course - $300,000
- Putting Green - $200,000
- Short Game Area - $75,000
- Lighting remaining practice facilities - $500,000

- Total Additions - $1,075,000

Golf Course & Driving Range

Golf Course & Driving Range



Liberty Municipal Golf Course
Renovation
Construction Schedule
(Concept II)

October 8, 2020


LIBERTY MUNICIPAL GOLF COURSE
LIBERTY, TEXAS
Hole #2 Tee Shot
02/14/20


LIBERTY MUNICIPAL GOLF COURSE
LIBERTY, TEXAS
Hole #6 Approach Shot
02/14/20

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION (ID # 4939)

DOC ID: 4939

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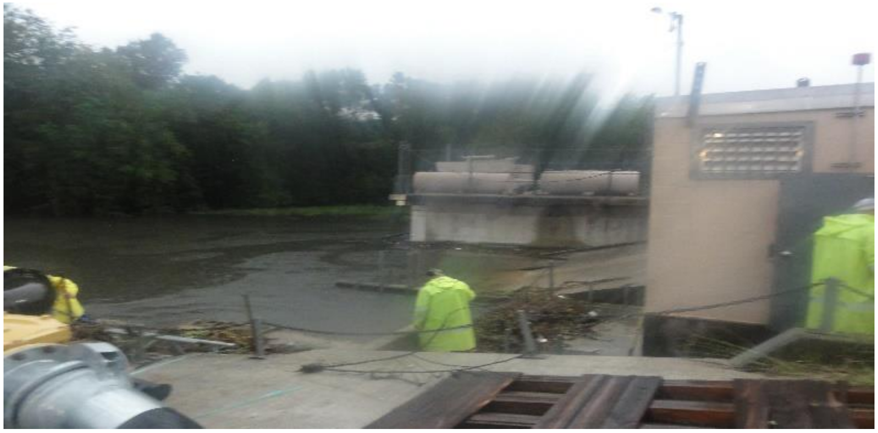
CITY OF LIBERTY DRAINAGE GUIDELINES

DITCHING MAINTENANCE PROCEDURES	STORM SEWER AND INLET PROCEDURES	LEVEE MAINTENANCE PROCEDURES

PUBLIC WORKS DRAINAGE MISSION STATEMENT:

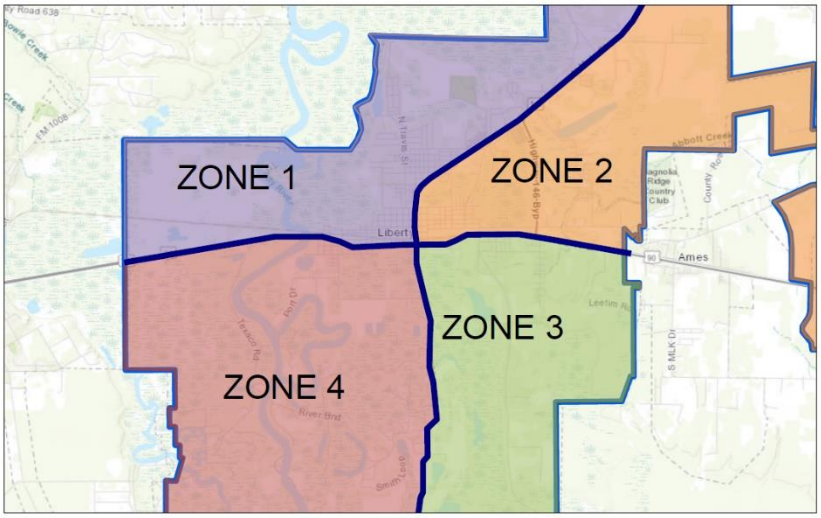


The City of Liberty's goal is to deliver the public a service that ensures that the drainage facilities are inspected cleaned and maintained where the system functions properly. City staff will be responsible for the efficient movement of water through the drainage system without impediments. The staff will also, in accordance with the agreement with WCID #5, inspect the functionality of Main A and Main B levee pump stations. The Public Works – Street Department will clean the bar screens and operate the pumps when necessary. The City of Liberty Drainage Program will consist of Ditching, Storm Sewer and Levee Maintenance.

DITCHING PROCEDURES

INSPECTIONS & DRAINAGE ZONES

LIBERTY DRAINAGE PROGRAM



The City of Liberty has numerous outfall ditches as well as residential ditches. In the maintenance of these ditches, inspections play an important role in the efficiency of allocating resources at the appropriate time. Once every two weeks the Street Department inspects the residential and outfall ditches by zone or by rain event. The inspections are done in a clockwise rotation starting with zone 1. **Zone 1 boundary** is US 90 from the south and SH 146/Loop 227 (Main St.) from the east. **Zone 2 boundary** is SH 146/Loop 227 (Main St.) to the west and US 90 to the south. **Zone 3 boundary** is US 90 to the north and FM 2684 (Oilfield Rd.) to the west. And **Zone 4 boundary** is FM 2684 (Oilfield Rd.) on the west and US 90 to the north. The outfall ditches are top priority when it comes to ditch maintenance and the inspections are critical to the ditching maintenance routing.

DITCHING INSPECTION AND MAINTENANCE

The Street Manager and the Street Forman determine the cleaning necessity of the ditches. The ditch cleaning will be divided into two categories; silt removal and mowing. Based on the necessity and reported work orders, the ditches will be scheduled by zone. The silt removal is performed by 4 Street employees, 1 - Gradall operator; 2 – dump truck operators and 1 - ground person. Ditch cleaning will be performed approximately 7 days a month depending on the weather. The ditch mowing is performed by two mowers approximately 7 days a month depending on the weather.

The cleaning and shaping ditches are to restore cross-section and flow line to maintain the functionality of open channels and culverts to minimize flooding during moderate/or severe storm events.

STORMWATER MANAGEMENT

INSPECTIONS:

- Residential drainage ditches are inspected once a month.
- Concrete lined ditches will be inspected once every month basis for debris and any potential blockages.

DITCH MAINTENANCE PROCEDURES:

- Drainage crews are sent to the problem areas from the inspection reports that are filed and prioritized by drainage zone.
- Drainage ditches are reshaped to the flowline grade and pipes are at least restored to approximately 95% capacity.
- Drainage structures (culverts, inlets and manholes) will be repaired or replaced when damage is identified.
- Vegetative removal will be performed from inspection reports and the ditch is cut from top-of-bank to top-of-bank.

WORK PLAN:

- Prior to excavating, locate existing underground utilities through 811 system.
- Place proper traffic control when working in Right of Way.
- Keep equipment inside work zone and remove all trash and debris from ditch.
- Excavate ditch to proper grade and cross-section and dispose of waste material.
- Clean work area, sweep street and remove traffic control.
- Ditching requires a minimum of 4 empolyees.

STORMSEWER SYSTEM MAINTENANCE

The City of Liberty's stormwater collection system is comprised of a variety of structural connections (e.g., catch basins, manholes and inlets) that convey storm water from impervious surfaces receiving waters. The intent is to maintain the high flow of stormwater from runoff of private property. This work is mainly based on reported work orders or inspections.

Inlets: - 900 (approx.)

These are concrete structures that directly receive stormwater from street gutters through an opening in the curb. The basins are connected to pipes that convey the waters to outfalls downstream.

Manholes: - 500 (approx.)

These are concrete junction boxes with access on the top. The majority of manholes are concrete with some older manholes are made of brick.

Culverts (pipe/box):

These are mostly precast concrete with a diameter range of 12" to 72". Boxes range from 2'x2' to 8'x8'. In some cases, they are corrugated metal or high density polyethelene (HDPE) pipe.

Inspections:

- Routine inspections are done after rain events and/or before major storms for blockages, leaf build-up, and damage.

Maintenance Performed:

- Pipe flushing/jetting – removing sediment using a jetting machine or vacuum truck. This method flushes out the pipe to break up a blockage in the pipe culvert.

OUTFALLS

LEVEES AND PUMP STATIONS

Outfall Inspections:

- City staff will inspect outfall ditches once every month.
- Outfall inspections will examine for trash build-up, sedimentation, vegetation and erosion (bank stability).
- City will inspect for scour around the pipes.
- Work will be scheduled if more than 30% of the outfall capacity is reduces.
- Slope stability inspections will include riprap condition and any signs of unusual damage and dislodging of material.

Main A and Main B Levee Inspection in accordance with the WCID #5 Agreement (Owned by WCID #5):

- In accordance with the agreement with WCID #5, inspections are coordinated with WCID #5.
- City staff inspects for erosion and slope failures once a month. Any potential failures are to be reported to the Street Manager.
- A thorough inspection will be schedule by the Street Manager to assess the possible damage.
- Appropriate repairs will be designed and performed in accordance with the agreement with WCID #5.

Pump Stations at Main A and Main B inspections in accordance with the WCID #5 Agreement:

- City staff checks pumps before a major storm event and after a major storm event.
- Pump bar screens are cleaned before, during and after any major rain event.
- The pumps are operated and maintained at Main A and B by the City per the agreement with WCID #5.
- Pump motors at Main A are checked before major storm events for fuel and tested for operation performance.

PREVENTATIVE MAINTENANCE

The City performs preventative stormwater maintenance as follows:

- Mowing detention ponds
- Street sweeping
- Inspecting detention ponds on a bi-annual basis
- Slope stabilization repairs

PROBLEM SITES

The City routinely monitors problem areas throughout the City where flooding is an ongoing issue due to various conditions. These areas are closely patrolled areas before, during and after a major storm event. Below is a list of these drainage concern areas:

- Edgewood St. at Marshall St – there is a manhole with a utility obstruction through it.
- Oak Forest subdivision – This subdivision is a low area that has a WCID drainage ditch behind it. This ditch tends to fill and drainage in this subdivision will drop in flowrate.
- Edgewood St. at Kipling St – leaves are a big issue clogging the storm inlets.

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Ordinance Policy

WORK SESSION (ID # 4931)

DOC ID: 4931

Department: Community Development

Subject: Flood Damage Prevention Ordinance

Background: The city is nearing completion of a community assistance visit (CAV) from the Federal Emergency Management Agency (FEMA). During the CAV, FEMA met with city staff and reviewed the City's processes and procedures regarding the City's Flood Damage Prevention Ordinance.

This work session is to review and discuss proposed changes to the City's Flood Damage Prevention Ordinance.

Funding Source: NA

Staff Recommendation: Staff recommends holding the work session

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Flood Damage Prevention Ordinance

SEPTEMBER 22, 2020

Background

City is nearing completion of a Community Assistance Visit (CAV) from FEMA

FEMA wants to see if the community is implementing its flood damage prevention ordinance

- The flood damage prevention ordinance is required for participation in the National Flood Insurance Program (NFIP)

Summary

Staff is recommending **higher** standards than what is required for participation in the NFIP

Higher standards are **voluntary** (NFIP only sets minimum standards)

These recommendations are supported, but not required, by FEMA

Definitions

500-year floodplain– The land in the floodplain within a community subject to a 0.2% percent or greater chance of flooding in any given year.

Base Flood Elevation (BFE) – The elevation of surface water resulting from a flood that has a 1% annual chance of equaling or exceeding that level in any given year.

Freeboard - Lowest floor is elevated above the base flood elevation (BFE)

Definitions (Continued)

Special Flood Hazard Area (SFHA) – The area where the National Flood Insurance Program's (NFIP's) floodplain management regulations **must** be enforced and the area where the mandatory purchase of flood insurance applies; OR, the land subject to a one (1) percent or greater chance of flooding in any given year (aka 100-year floodplain).

Safeguard – To require elevation outside the special flood hazard area

Substantial Damage - Substantial damage applies to a structure in a Special Flood Hazard Area (SFHA) for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage (Land value is excluded from the determination).

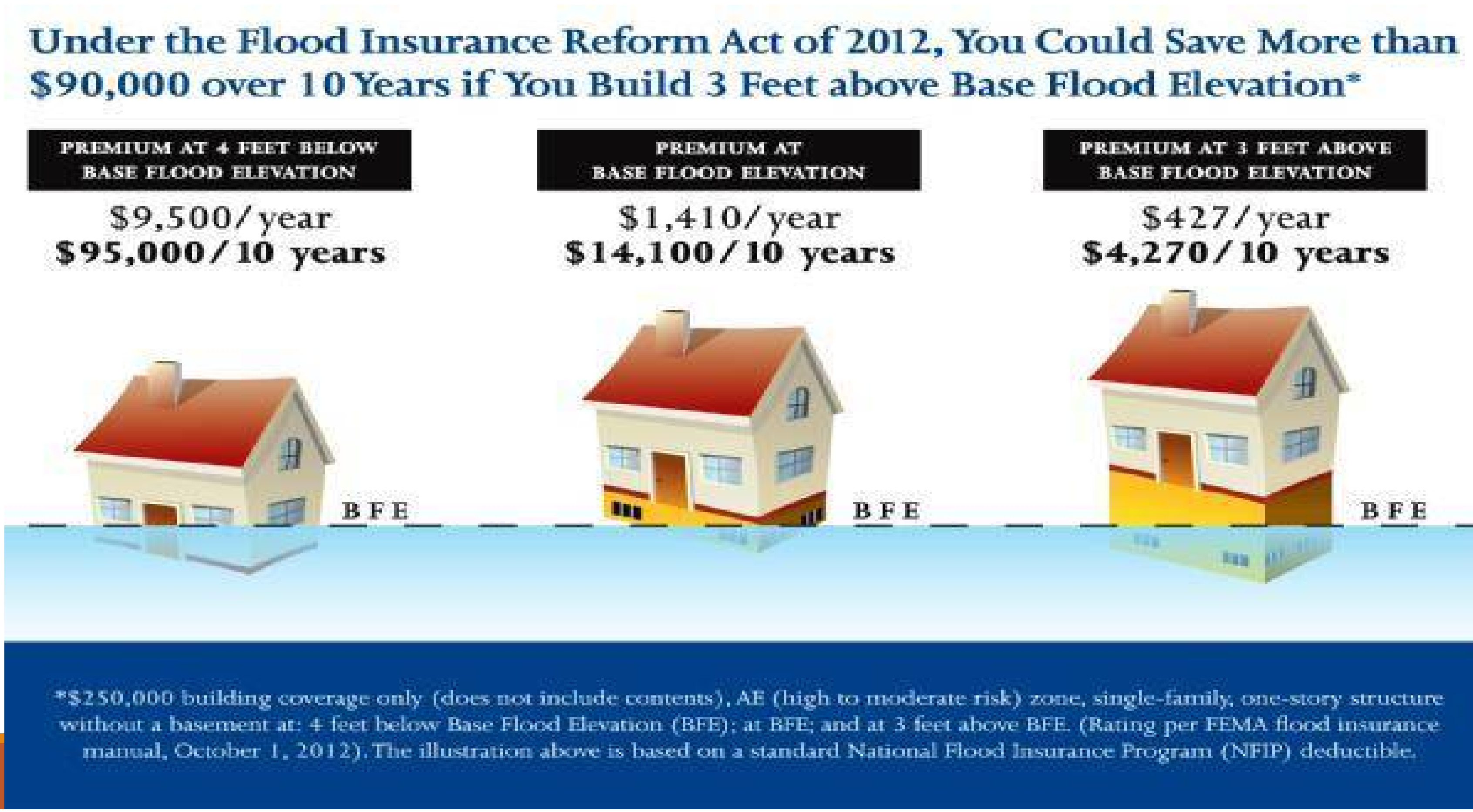
- Substantial damage is the main trigger for compliance

Recommendation #1
Implement Freeboard Requirement

Current: New Construction must be elevated **to** the Base Flood Elevation (BFE) if located in the special flood hazard area

Proposed: New Construction must be elevated **a minimum of 18 inches above** the Base Flood Elevation (BFE) if located in the special flood hazard area

Why Freeboard?



Freeboard Examples

La Porte = 1 foot

Beaumont = 18 inches

Cleveland = 18 inches (nonresidential); 24 inches (residential)

Houston = 2 feet

Mont Belvieu = 2 feet

Recommendation #2
Implement Safeguard Requirement

Current: No elevation certificate requirements in 500-year floodplain

Proposed: New Construction **must provide elevation certificate** if located in 500-year floodplain (shaded zone x) and must be elevated **a minimum of 18 inches above** the Base Flood Elevation (BFE)

- New construction only
- No Substantial Damage (SD)

Why Safeguard?

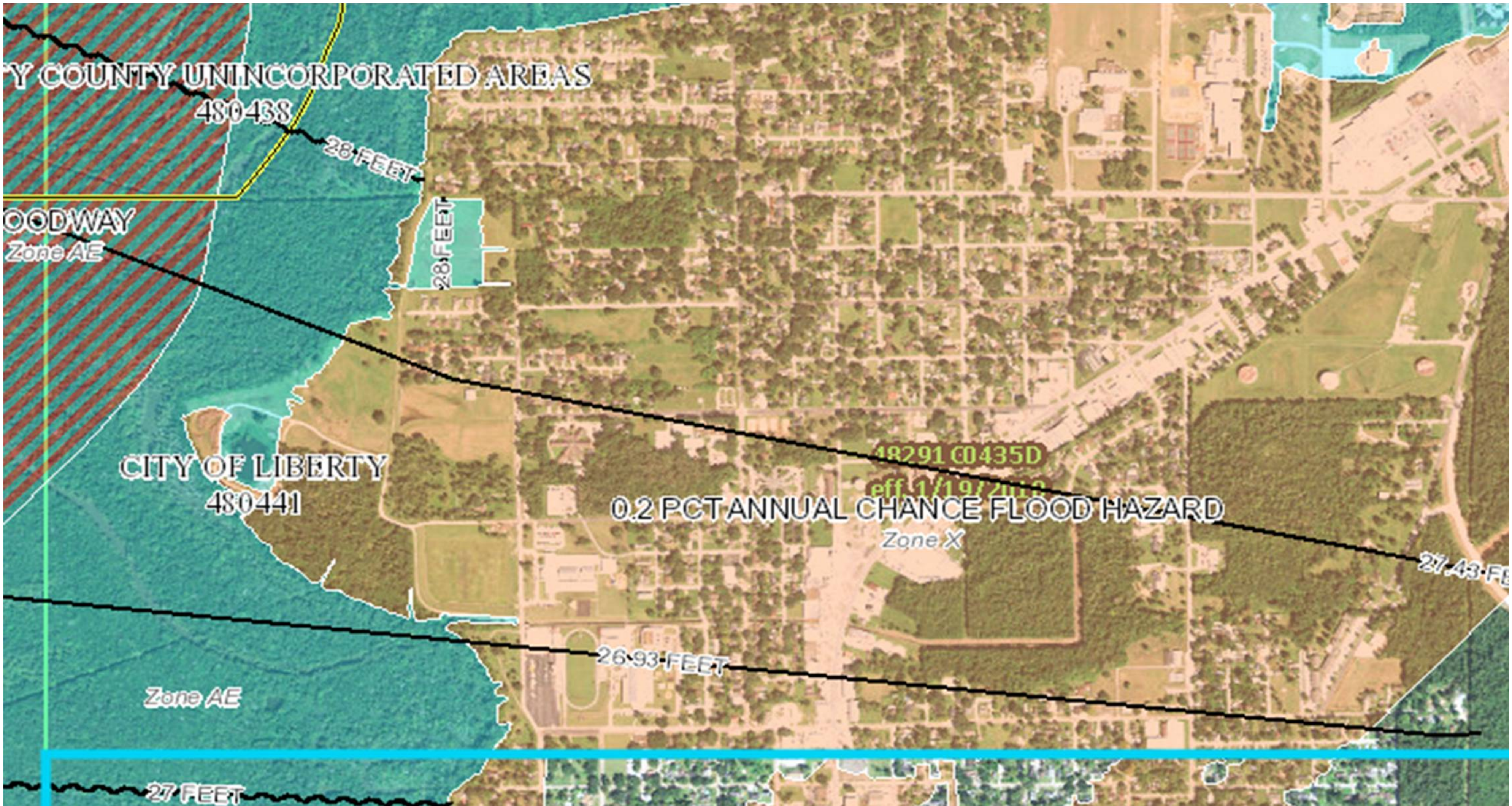
According to FEMA “nearly 25 percent of flood insurance claims occur outside of high-risk flood zones.” (special flood hazard area)

- https://www.fema.gov/flood-maps/products-tools/know-your-risk/homeowners-renters

Safeguard Examples

League City

Seabrook



https://msc.fema.gov/portal/search

Recommendation #3
Include Repetitive Loss Provision in the Ordinance

Current: No Repetitive Loss (RepLoss) provisions in the ordinance

Proposed: Repetitive Loss (RepLoss) structures as designated by the Building Official (Floodplain Administrator) would be required to come into compliance with the city's flood damage prevention ordinance by:

1. Floodproofing (for non-residential structures)
2. Relocating
3. Elevating
4. Demolishing

Repetitive Loss Definition

“a building covered by a contract for flood insurance that incurred **flood-related damages on two occasions during a 10-year period** ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25 percent of the market value of the building at the time of each such flood event”

Why Repetitive Loss?

A RepLoss designation opens the homeowner up to ICC Coverage D on Flood Insurance

- ICC = Increased Cost of Compliance ($30,000)
- ICC coverage is used to bring a building into compliance with the city's flood damage prevention ordinance
  - However, flood insurance program max is $250,000

Other Repetitive Loss Considerations

Buildings do not need to be substantially damaged to qualify as repetitive loss

- A RepLoss building must be brought into compliance (via FRED)
- RepLoss provisions apply citywide
- **A RepLoss designation is a way to force mitigation on flood-prone structures that exist outside the SFHA**

"Most of the nearly 20,000 participating NFIP communities **do not** have a repetitive loss provision … in their floodplain management laws or ordinances." – FEMA 301

Recap

1. Freeboard Requirement
2. Safeguard Requirement
3. Repetitive Loss Provision

CURRENT REGULATIONS				
	FLOODWAY	*AE*	*X (SHADED)*	*X*
Elevation	To BFE	To BFE	X	X
Proof of Compliance	EC (residential) FPC (non-residential)	EC (residential) FPC (non-residential)	X	X
Substantial Damage	✓	✓	X	X
Substantial Improvement	✓	✓	X	X
No-Rise Certificate	✓	X	X	X

BFE = Base Flood Elevation
✓ = Required; X = Not Required
Floodway + AE = Special Flood Hazard Area (SFHA)
X (Shaded) = 0.2% chance (500-year floodplain)
X = Area of minimal flood risk

PROPOSED REGULATIONS				
	FLOODWAY	*AE*	*X (SHADED)*	*X*
Elevation	18 inches above BFE	18 increase above BFE	18 increase above BFE	X
Proof of Compliance	EC (residential) FPC (non-residential)	EC (residential) FPC (non-residential)	EC (residential)	X
Substantial Damage	✓	✓	X	X
Substantial Improvement	✓	✓	X	X
No-Rise Certificate	✓	X	X	X

BFE = Base Flood Elevation
✓ = Required; X = Not Required
Floodway + AE = Special Flood Hazard Area (SFHA)
X (Shaded) = 0.2% chance (500-year floodplain)
X = Area of minimal flood risk

Questions?

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 4936)

DOC ID: 4936

Subject: Action Taken Following an Executive Session

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

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

Meeting: 10/13/20 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 4935)

DOC ID: 4935

Subject: Action Taken Following an Executive Session

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

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