



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, August 12, 2025

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 John Hebert, Jr.				
Mayor Pro Tem Tommy Brents				
Council Member Ed Seymour				
Council Member Ross Ward				
Council Member Debbie Dugger				
Council Member Bruce Bell				
Council Member Nick Dennis				

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. City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.
- B. Department Reports
- C. Sam Rayburn Municipal Power Agency - Mayor Hebert
- D. Mayor, Council and Staff Comments

VI. CONSENT AGENDA

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

A. Minutes Approval

1. July 8, 2025
2. July 22, 2025

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PARTICIPATION AND RELEASE FORMS FOR THE PURDUE PHARMA AND SACKLER FAMILY SETTLEMENT AND THE ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS SETTLEMENTS.**C. 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, AWARDDING THE FY 2025-2026 EMPLOYEE HEALTH INSURANCE TO UNITED HEALTHCARE AND THE DENTAL, VISION, AND LIFE INSURANCE TO MUTUAL OF OMAHA.****VII. REGULAR AGENDA****A. Regular Session**

1. PUBLIC HEARING ON THE PROPOSED ANNEXATION OF A 5.624 ACRE TRACT OF LAND, LOCATED WITHIN THE B.W. HARDIN SURVEY, ABSTRACT NO. 47 BEING A PORTION OF A CALLED 51.007 ACRE TRACT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021048312 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS,
2. AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING THE HEREINAFTER DESCRIBED 5.624 ACRE TRACT OF LAND TO THE CITY OF LIBERTY, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN AGREEMENT FOR THE ANNEXED PROPERTIES; AND PROVIDING A SAVINGS CLAUSE.
3. 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 AN AMENDMENT TO THE JOINT OPERATING AGREEMENT WITH THE CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT FOR THE PORT OF LIBERTY.
4. 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 AN INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR A HAZARD MITIGATION GRANT PROGRAM (HMGP) CONTRACT
5. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF

TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRAYLOR & ASSOCIATES, INC FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) ADMINISTERED BY THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

6. 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 AN AGREEMENT WITH HR GREEN TO PERFORM ENGINEERING SERVICES RELATED TO THE LIBERTY FORGE LIFT STATION IMPROVEMENTS
7. CONSIDERATION AND APPROVAL OF 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 AN ENGAGEMENT AGREEMENT FOR BOND COUNSEL LEGAL SERVICES WITH NORTON ROSE FULBRIGHT US LLP; AND OTHER MATTERS IN CONNECTION THEREWITH
8. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH EMPACT ENGINEERING LLC
9. AN ORDINANCE AMENDING CHAPTER 13, ELECTRICITY, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY CREATING SECTION 13.05.001 REGARDING THE REPLACEMENT, REMOVAL, RELOCATION, OR ABANDONMENT OF CITY OF LIBERTY'S ELECTRIC FACILITIES AND ESTABLISHING AN EFFECTIVE DATE.

B. Executive Session

1. **Texas Government Code §551.071 - Private Consultation with Attorney**
Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by attorney/client privilege.
2. **Texas Government Code §551.072 - Deliberation Regarding Real Property**
Discussion regarding real property.
3. **Texas Government Code §551.074 - Personnel Matters.**
To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - Appointment to Airport Advisory Board
4. **Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**
Discussion regarding economic development negotiations.

C. Reconvene into Regular Session

1. Consider and take possible action on legal matters discussed in the executive session.
2. Consider and take action on real estate matters discussed in the executive session.
3. Consider and take possible action on personnel matters discussed in the executive session.
 - Appointment to Airport Advisory Board
4. Consider and take possible action on economic development matters discussed in the executive session.

VIII. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 7th day of August 2025 by 5:00 p.m. This notice will remain 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 _____, _____.

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.

Department: Administration

Subject: City Manager's Report

Background: This agenda item provides an opportunity for the City Manager to update the City Council and the public on key ongoing and upcoming City projects and initiatives.

Recloser Installation Update:

Elite began the assembly work on June 24th. Each location requires approximately three full days to complete following assembly. While recent weather delays have impacted the timeline, the project is now gaining traction, and as of August 5th, we are approximately 12.5% complete.

Water System Maintenance:

Our crews continue to address water leaks on a maintenance-response basis, resolving issues as they arise. As of last week, there were three active leaks throughout the city. Should the volume exceed our internal capacity to respond in a timely manner, we will bring in outside contractors to assist as needed.

Forest Hills Water Line Improvements:

This project is currently 89% complete, with 84% of contract time elapsed. The contractor anticipates finishing site restoration (which includes installing seed and sod, and patching asphalt and sidewalks) by the end of the day on August 8, 2025. The final walk-through is currently anticipated to occur during the weeks of August 11th or 18th.

Roadway Asset Services Street Survey

Staff has conducted initial meetings with Roadway Asset Services, and we are refining the GIS Mapping to plan for the process of the physical data collection. The current plan is for them to mobilize before the end of the month, we are next in line after they complete a city in North Texas. Weather can and some time does delay this process, because we want accurate readings.

Budget Timeline

We are hoping to have Tax Rate calculations from the County in time to have a rate adoption at the next council meeting, we are looking at August 26th at 6pm.

Airport

We would like to schedule a tour of the Airport with a few members of the Airport Advisory Board, we need to maximize this city asset and this tour will be a good place to start. We are currently hoping to schedule this before the next Council Meeting, perhaps 4pm on August 26th?

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: Department Reports

Department: Administration

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.

Funding Source:

Staff Recommendation:

Airport Operations

Snapshot Local Time

Start Date07/01/2025 00:00 LT

End Date07/31/2025 23:59 LT

Creation08/06/2025 16:20

UserAprilGilliland

Customer IDKT78

Summary

Landings		Take-Offs		Totals	
Single Engine	519	Single Engine	517	Single Engine	1036
Single Engine Turbine	6	Single Engine Turbine	5	Single Engine Turbine	11
Multi Engine	13	Multi Engine	13	Multi Engine	26
Multi Engine Turbine	6	Multi Engine Turbine	6	Multi Engine Turbine	12
Helicopter	7	Helicopter	17	Helicopter	24
Military Helicopter	1	Military Helicopter	0	Military Helicopter	1
Light Sport Aircraft	1	Light Sport Aircraft	1	Light Sport Aircraft	2
Other	1	Other	1	Other	2
TOTAL	554	TOTAL	560	TOTAL	1114

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	500	A1	500	A1	1000
B1	3	B1	3	B1	6
B2	16	B2	15	B2	31
HEL	10	HEL	17	HEL	27
UKN	25	UKN	25	UKN	50
TOTAL	554	TOTAL	560	TOTAL	1114

Operations by Aircraft Type

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter	
A7SN1	4	AT6T	9	AEST	4	B300	2						H269	1
AA1	12	PA28	2	B200	10	BE9L	2						Others	23
AG5B	6			B58	2	BE9T	8							
B407	2			BE55	2									
BE33	4			PA30	6									
BE35	14			PA44	2									
BE36	2													
BEAR	6													
BL8	15													
C150	14													

Airport Operations

Snapshot Local Time

Start Date07/01/2025 00:00 LT

End Date07/31/2025 23:59 LT

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UserAprilGilliland

Customer IDKT78

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet		Jet 2		Jet NB		Jet 4		Jet WB		Helicopter	
C170	2																		
C172	126																		
C177	4																		
C180	6																		
C182	91																		
C206	37																		
C210	9																		
CH2000	2																		
DA40	8																		
Lancair	4																		
M20	28																		
MT	55																		
Navion	2																		
P2002	6																		
P28A	4																		
PA22	8																		
PA24	18																		
PA28	341																		
PA46	6																		
R66	18																		
RV10	16																		
RV12	4																		
RV14	10																		
RV4	8																		
RV7	6																		
Sportcruiser	2																		
SR20	1																		
SR22	60																		
TB10	18																		
V35	2																		
Others	55																		

Military		Military Helicopter		Light Sport Aircraft		Glider		UAV		Blimp		Balloon		GND Emergency		GND Vehicle A		Other	
		H47	1	CH750	2													Others	2

Airport Operations

Snapshot Local Time

Start Date07/01/2025 00:00 LT

End Date07/31/2025 23:59 LT

Creation08/06/2025 16:20

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Customer IDKT78

LANDING RWY 16	474
LANDING RWY 34	80
TAKEOFF RWY 16	453
TAKEOFF RWY 34	107
T&G RWY 16	137
T&G RWY 34	26

This report was generated using sensors monitoring aircraft operations at the selected airport and may not contain aircraft that do not have ADS-B. Airports that have multiple sensors deployed will also feature aircraft fitted with transponders only. The information presented is correct to the best of our knowledge from available sensors at the time: Les Goldsmith, President VirTower LLC

CODE ENFORCEMENT MONTHLY REPORT
JULY 1, 2025 to JULY 31, 2025

LITTER								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
23-078	9/11/23	Hugaboon	James	1511 Maple Liberty, TX 77575	LITTER	NOV- Reinspection	3/24/25	READY FOR ABATEMENT
25-008	1/29/25	Mosley	Mary	Beaumont-ID#55217 Liberty, TX 77575	LITTER	3rd NOV & POSTED	4/14/25	READY FOR ABATEMENT
25-051	5/22/25	Sandles	Delores	900 MLK Liberty, TX 77575	LITTER	VERBAL	8/8/25	OPEN
25-065	6/23/25	Gonzalez	Perfecto	215 Cedarwood Liberty, TX 77575	LITTER	1st NOV- HANGER		CLOSED- CLEARED BY OWNER
25-066	6/26/25	Valderas	Mayra	1811 N Travis Liberty, TX 77575	LITTER	1st NOV- HANGER		CLOSED
25-069	7/8/25	Ott	Corp.	305 Travis Liberty, TX 77575	LITTER	1st NOV- Mail		CLOSED
25-070	7/8/25	Twin Oaks	Parks Inc.	216 Cedarwood Liberty, TX 77575	LITTER	2nd NOV-Mail	7/31/25	OPEN
25-083	7/25/25	Lopez	Jesus	1300 N Main Liberty, TX 77575	LITTER	VERBAL	8/1/25	OPEN

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

HIGH GRASS								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
21-140	9/22/21	King	Alric	Navigation- ID# 56378 Liberty, TX 77575	HIGH GRASS	NOV- Reinspection	9/1/25	READY FOR ABATEMENT
24-071	8/14/25	Bun & Chenda	Property LLC	123 Milam Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-002	1/9/25	Escobar	Felix	Santa Anna-ID# 56377 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	9/1/25	READY FOR ABATEMENT
25-003	1/9/25	Green	Darryl	Alabama-ID#56379 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	9/1/25	READY FOR ABATEMENT
25-007	1/27/25	Stuckey	Jan	Ave. E-ID# 55695 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	5/15/25	READY FOR ABATEMENT
25-020	4/3/25	Woods	W G	Woods ID#75782 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	9/1/25	READY FOR ABATEMENT
25-021	4/3/25	Semien	A W	1021 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	9/1/25	READY FOR ABATEMENT
25-024	4/14/25	Mosley	Mary	611 Palmer Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	9/1/25	READY FOR ABATEMENT
25-030	4/21/25	Lazenby	Patricia	2232 Centennial Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	6/26/25	READY FOR ABATEMENT

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

25-032	4/22/25	Davis	Phelix	2629 Beaumont Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	6/26/25	READY FOR ABATEMENT
25-033	4/22/25	Loera	Denise	2729 Newman Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-050	5/21/25	Stephens	Brady	110 Church St. Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-059	6/5/25	Bismuth Bridge	Propco LLC	1707 N San Jacinto Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-064	6/23/25	Twin Oaks	Parks Inc.	3802 N Main Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	8/8/25	OPEN
25-067	6/30/25	Calhoun	Brandon	1108 N Travis Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER		CLOSED- CLEARED BY OWNER
25-068	7/1/25	Rangel	Porfirio	Beaumont- ID#131483 Liberty, TX 77575	HIGH GRASS	1st NOV- Mail		CLOSED- CLEARED BY OWNER
25-071	7/8/25	Twin Oaks	Parks Inc.	Cedarwood- ID#73301 & 73302 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	8/8/25	OPEN
25-073	7/11/25	Partlow	Phillip	1906 Jefferson Liberty, TX 77575	HIGH GRASS	1st NOV- Mail		CLOSED- CLEARED BY OWNER
25-075	7/16/25	Garza	Hugo	845 Sue Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail	8/8/25	OPEN
25-076	7/16/25	Allen	Evelyn	2701 Grand Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER		CLOSED

CODE ENFORCEMENT MONTHLY REPORT
JULY 1, 2025 to JULY 31, 2025

25-078	7/16/25	First United	Methodist Church	2020 Scout Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail		CLOSED
25-079	7/21/25	Williams	Aubrey	602 Confederate Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER	7/31/25	OPEN
25-080	7/23/25	Sussman	Deborah	1900 Kipling Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER	8/1/25	OPEN
25-081	7/23/25	Fearless	Home Builders	1906 Kipling Liberty, TX 77575	HIGH GRASS	VERBAL	8/8/25	OPEN
25-084	7/25/25	Lyons	Charles	1301 Minglewood Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER	8/4/25	OPEN
25-085	7/25/25	Bonett	Daniel	3002 Timberlane Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER		CLOSED- CLEARED BY OWNER
25-086	7/28/25	Osorto	Oscar	101 Glenn St. Liberty, TX 77575	HIGH GRASS	1st NOV- Mail	8/8/25	OPEN
25-087	7/30/25	Griffin	Jerry	1401 Yupon Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER	8/8/25	OPEN

CODE ENFORCEMENT MONTHLY REPORT**JULY 1, 2025 to JULY 31, 2025**

STOP WORK ORDER								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
23-003	1/6/23	Contreras	Manuel	2701 Webster Liberty, TX 77575	STOP WORK	Issued citation	4/11/25	OPEN
24-062	7/18/2024	Ortiz	Omar	422 Maplewood Liberty, TX 77575	STOP WORK	VERBAL	7/28/2025	OPEN
24-091	9/6/24	Lindsey	Jim	317 Tennesse Liberty, TX 77575	STOP WORK	VERBAL		CLOSED
25-027	4/17/2025	Multiple	Owners	205 Riverbend Rd. Liberty, TX 77575	STOP WORK	1st NOV- Mail		CLOSED
25-043	5/16/2025	Montes	Diana	210 Avenue E Liberty, TX 77575	STOP WORK	1st NOV- HANGER		CLOSED
25-044	5/16/25	Rivera	Maximilian o	2755 Cornell Liberty, TX 77575	STOP WORK	VERBAL		CLOSED
25-049	5/20/2025	Baelos	Fidel	1100 Milam Liberty, TX 77575	STOP WORK	VERBAL		CLOSED
25-062	6/16/25	KL O'Brien	Properties	950 Milam Liberty, TX 77575	STOP WORK	1st NOV- HANGER		CLOSED
25-077	7/16/2025	Monrreal	Aurora	842 Robbie Liberty, TX 77575	STOP WORK	1st NOV- HANGER		PERMIT OBTAINED

CODE ENFORCEMENT MONTHLY REPORT**JULY 1, 2025 to JULY 31, 2025**

RV VIOLATIONS								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
23-109V	7/20/23	Multiple	Owner	311 Riverbend Rd. Liberty, TX 77575	LIVING IN RV	3rd NOV & POSTED	6/23/25	OPEN
23-163V	11/21/23	CTL Sales	of Texas	610 Port Dr. Liberty, TX 77575	RV- AT COMMERCIAL LOCATION	VERBAL	1/30/25	OPEN
25-005V	6/11/25	Falke	George	3023 Grand Liberty, TX 77575	LIVING IN RV	VERBAL	7/28/25	OPEN
25-009V	6/16/25	Diaz	Mario	502 Missouri Liberty, TX 77575	RV-VACANT LOT	1st NOV- HANGER		CLOSED

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

DILAPIDATED PROPERTY								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
23-067	4/18/23	AM Capitol	Solutions LLC	Cs. #CT182058-01 1610 Texas Liberty, TX 77575	DILAPIDATED PROPERTY	2nd NOV-Mail		CLOSED- CLEARED BY OWNER
23-120	7/25/23	Moore	Juanita	209 Chesson Liberty, TX 77575	DILAPIDATED PROPERTY	Working on Warrant	8/15/25	OPEN
23-130	8/24/23	AZK	LLC	205 & 209 Independence Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail		CLOSED- CLEARED BY OWNER
24-095	10/3/24	Winni's	Hair Studio	120 Alabama Liberty, TX 77575	DILAPIDATED PROPERTY	Working on Warrant	9/9/25	OPEN
24-096	10/3/24	Scheller	Margret	722 Maryland Liberty, TX 77575	DILAPIDATED PROPERTY	Working on Warrant	7/8/25	OPEN
25-006	1/13/25	Smith	Arthur	4106 N Main Liberty, TX 77575	DILAPIDATED PROPERTY	2nd NOV-Mail	7/31/25	OPEN
25-016	3/20/25	Jackson	Justin	2214 N Main Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	7/28/25	OPEN
25-040	5/15/25	Mitchell	Aurelia	311 Riverbend Rd. Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	6/16/25	OPEN
25-061	6/10/25	Gholson	Connie	712 Austin Liberty, TX 77575	DILAPIDATED PROPERTY	VERBAL	8/15/25	OPEN
25-082	7/22/25	McCarty	Michael	138 McManus	DILAPIDATED PROPERTY	1st NOV- Mail	8/22/25	OPEN

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

SIGN ORDINANCE VIOLATIONS								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>

MULTIPLE VIOLATIONS								
<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Contact/Notification</u>	<u>Follow Up Date & Notes</u>	<u>Report Status</u>
25-012	3/12/25	Locke	Charlie	103 East St. Liberty, TX 77575	MULTIPLE VIOLATIONS	NOV- Reinspection	8/8/25	OPEN
25-017	3/25/25	Cain III	Chap	2104 N Main Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- Mail	5/26/25	OPEN
25-034	4/25/25	SSE	Partners	1905 Webster Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- Mail	8/8/25	OPEN
25-038	5/12/25	Inflata	Test	422 Wallisville Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- Mail		CLOSED
23-134	9/12/23	Jenkins	Laurice	507 Trinity Liberty, TX 77575	MULTIPLE VIOLATIONS	NOV- Reinspection	5/5/25	READY FOR ABATEMENT
25-041	5/15/25	White	Jerry	2740 Cos Liberty, TX 77575	MULTIPLE VIOLATIONS	3rd NOV & POSTED		CLOSED
25-072	7/10/25	Overbay	Jay	150 Lone Oak Liberty, TX 77575	MULTIPLE VIOLATIONS	2nd NOV-Mail	7/31/25	OPEN
25-074	7/15/25	Ortiz	Raul	2757 Cos Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- HANGER	8/15/25	OPEN

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

JUNK MOTOR VEHICLE (JMV)-PRIVATE PROPERTY								
JMV Case #	Case OPEN Date	Last reg.	Owner (Last name)	Owner (First name)	Follow up date & Notes	Vehicle Location	License Plate #	Status
23-119V	9/1/23		Martinez	Jose	8/15/25	Cs.#CT182130 2731 Cos Liberty, TX 77575		OPEN(tag)
23-146V	10/9/23	Oct-15	Baldwin	Sandra	8/8/2025	Cs.#CT182161 609 Bowie Liberty, TX 77575	DYY6122	OPEN(tag)
23-165V	1/8/24	Mar-02	New Bern	Transport Corp.	12/4/2024	Cs.#CT182184 Port Dr.-ID#56907 Liberty, TX 77575	2DA281	OPEN(tag)
23-166V	1/8/24	Apr-12	Texas	Sabal Corp.	12/4/2024	Cs.#CT182185 Port Dr.-ID#56907 Liberty, TX 77575	TONLY05	OPEN(tag)
23-181V	3/27/24					Cs.#CT182206 1973 Wallisville Dr. Liberty, TX 77575		OPEN(tag)
25-004V	5/28/25	Nov-24	Melonson	Shala		516 Garrett Liberty, TX 77575	THP5709	CLOSED- CLEARED BY OWNER
25-006V	6/4/25		Terrell	Craig	8/4/2025	924 Sam Houston Liberty, TX 77575		OPEN
25-007V	6/4/25	Jul-18	Maciel	Mario		406 Independence Liberty, TX 77575	HRD1139	CLOSED- CLEARED BY OWNER
25-008V	6/2/25	Aug-23	Moody	Vanita		1905 Holly Liberty, TX 77575	BP1D994	CLOSED- CLEARED BY OWNER

CODE ENFORCEMENT MONTHLY REPORT
JULY 1, 2025 to JULY 31, 2025

25-010V	6/16/25	Jun-11	Orebo	Ruby	8/28/2025	4103 N Main Liberty, TX 77575	74YNC6	OPEN(tag)
25-011V	6/18/25	Feb-20	Maciel	Mario		406 Independence Liberty, TX 77575	BXL8779	CLOSED- CLEARED BY OWNER
25-012V	6/17/25	Apr-24	Dorsey	Betty	7/25/2025	528 Garrett Liberty, TX 77575	RTV3265	OPEN
25-013V	7/22/25	May-15	Warren	Lisa	8/22/2025	1312 Maple Liberty, TX 77575	VDM294	OPEN
25-014V	7/25/25	Dec-21	Sanchez	Abel	8/25/2025	130 Tanner Liberty, TX 77575	GDH2811	OPEN
25-015V	7/31/25		Platt	Jerry	9/1/2025	4618 McGuire Liberty, TX 77575		OPEN

CODE ENFORCEMENT MONTHLY REPORT

JULY 1, 2025 to JULY 31, 2025

<u>Case Type</u>	<u>Began</u>	<u>Closed</u>	<u>OPEN</u>
LITTER	8	3	5
HIGH GRASS	28	10	18
STOP WORK ORDER	9	7	2
RV VIOLATIONS	4	1	3
DILAPIDATED PROPERTY	10	2	8
SIGN ORDINANCE VIOLATIONS	0		0
MULTIPLE VIOLATIONS	8	2	6
JUNK MOTOR VEHICLE	15	4	11
			0
TOTAL CASES	82	29	53

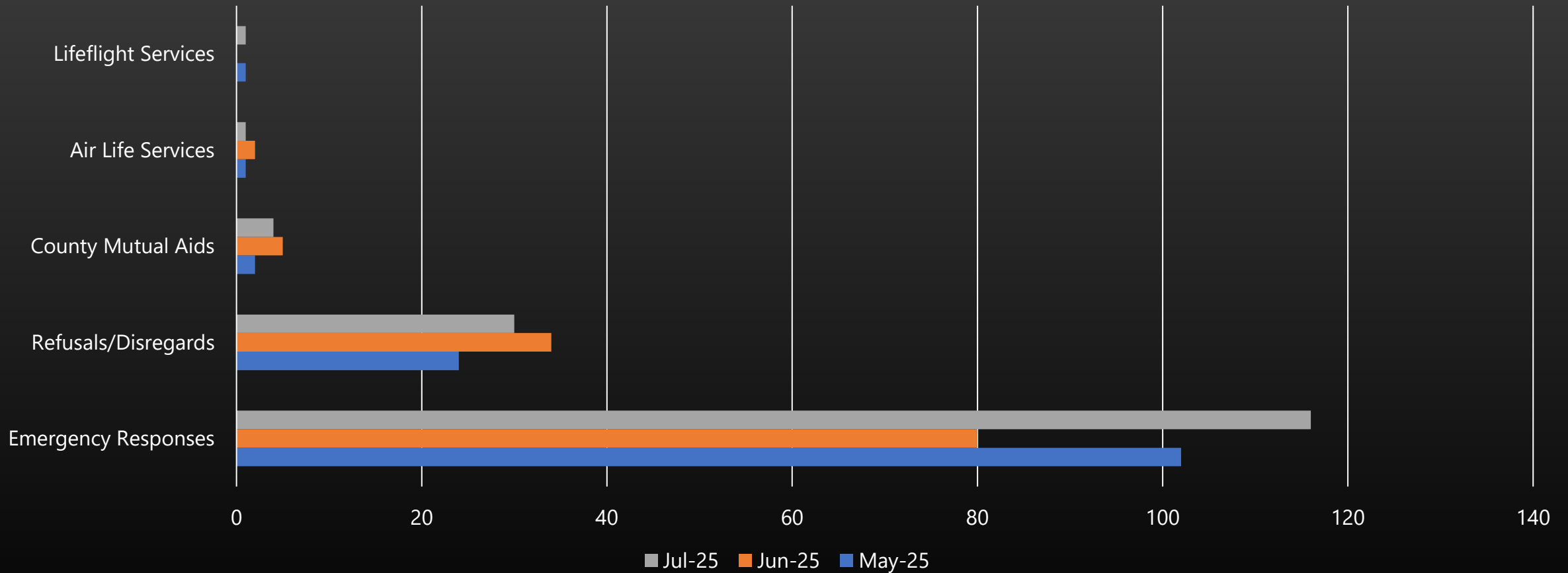
<u>Bandit signs collected this month:</u>	63
<u>Number of citations issued this month:</u>	



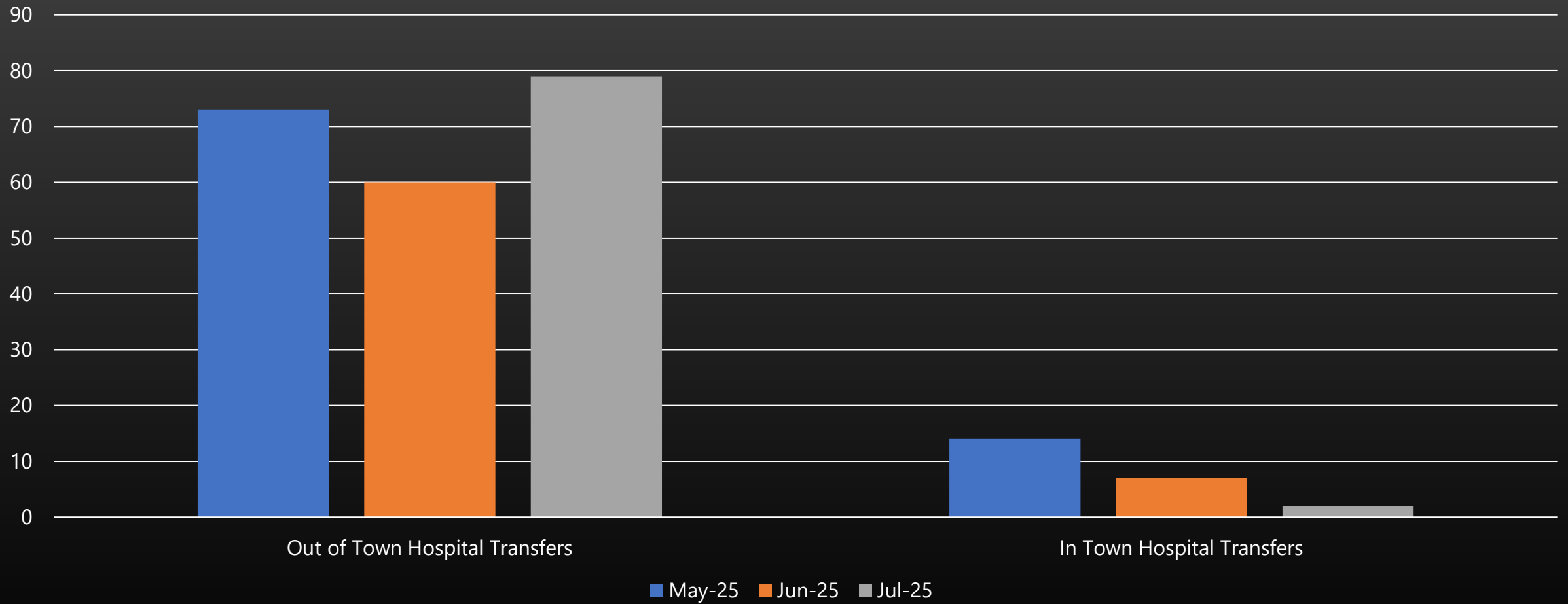
Liberty Fire

- July Monthly
- Report

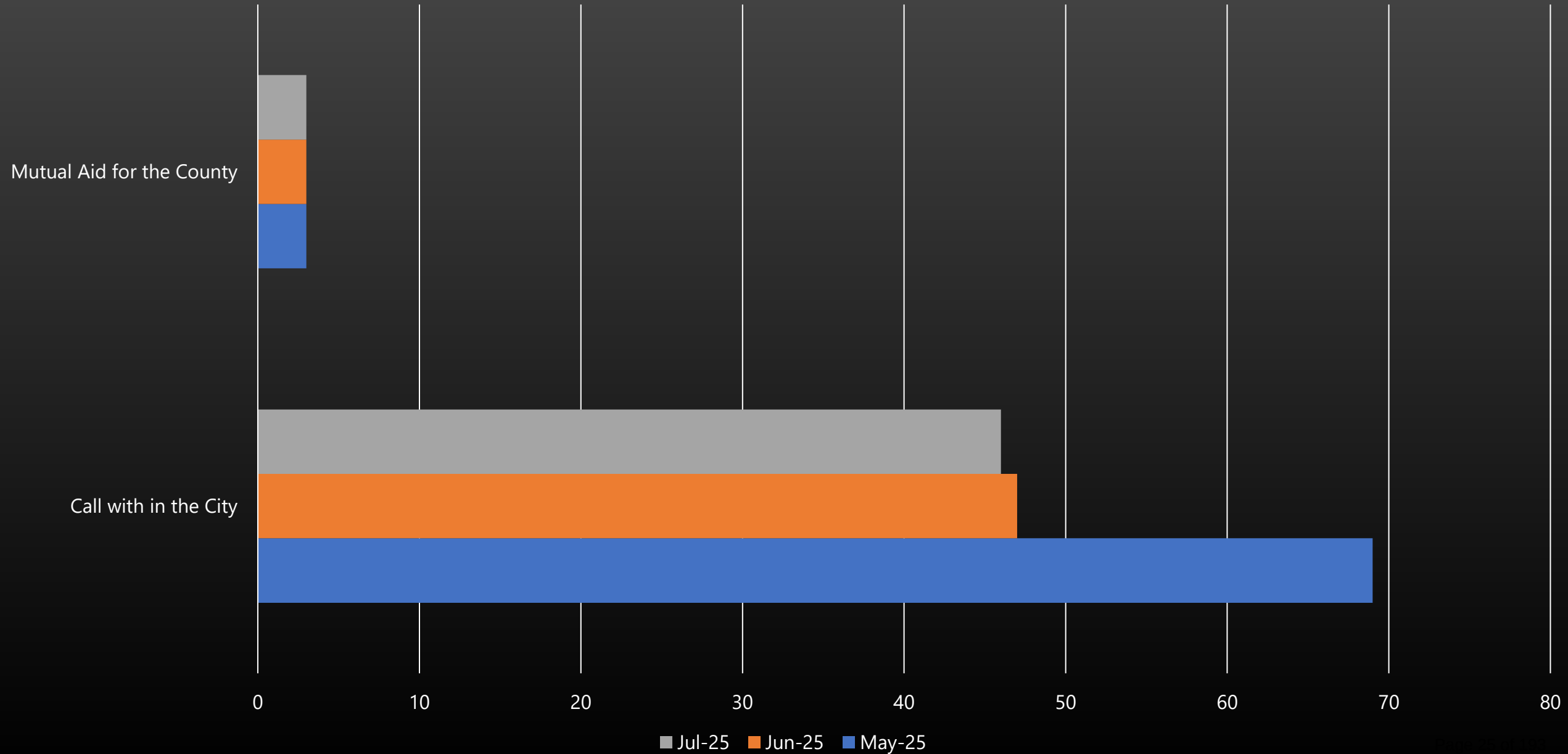
EMS Calls: 245



EMS Transfers

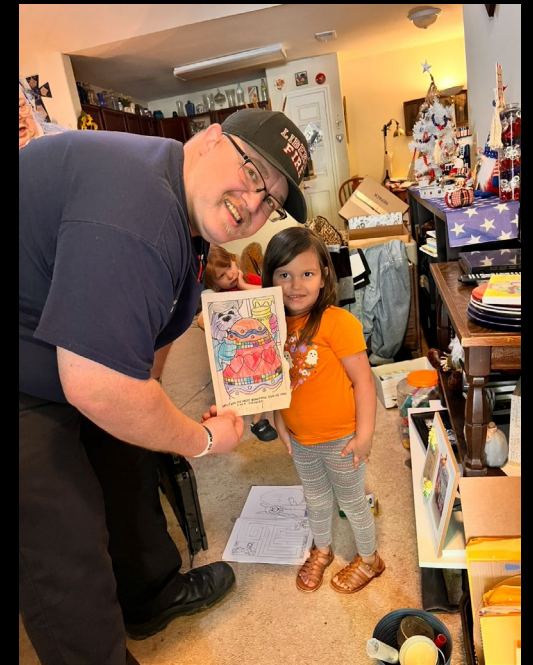


Fire Calls: 49



"A" Shift

- Fire at Oil Field
- Station Tour
- Gas Leak
- Community Outreach Fire call



“B” Shift

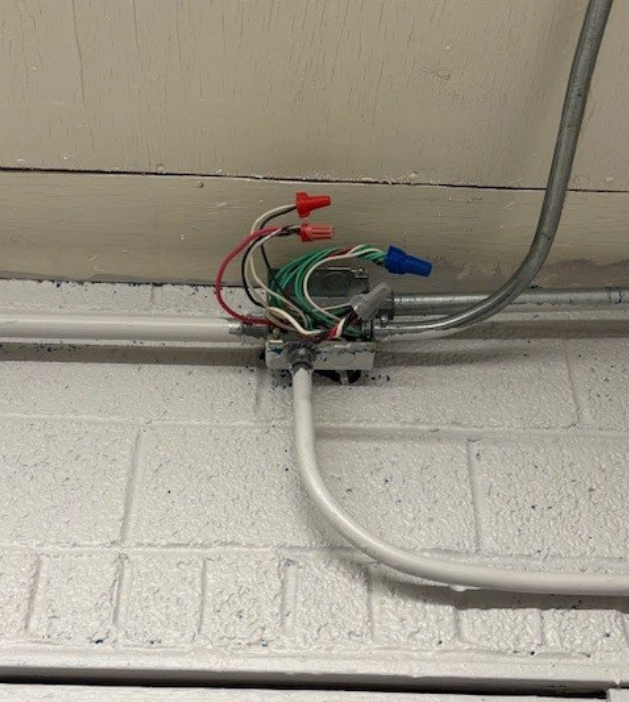
- **Hose Handling training**
- **Shift workout and consumption drill.**
- **Ropes training with Task force 1.**



"C" Shift

- MVA Jefferson
 - RV Fire
 - House Fire





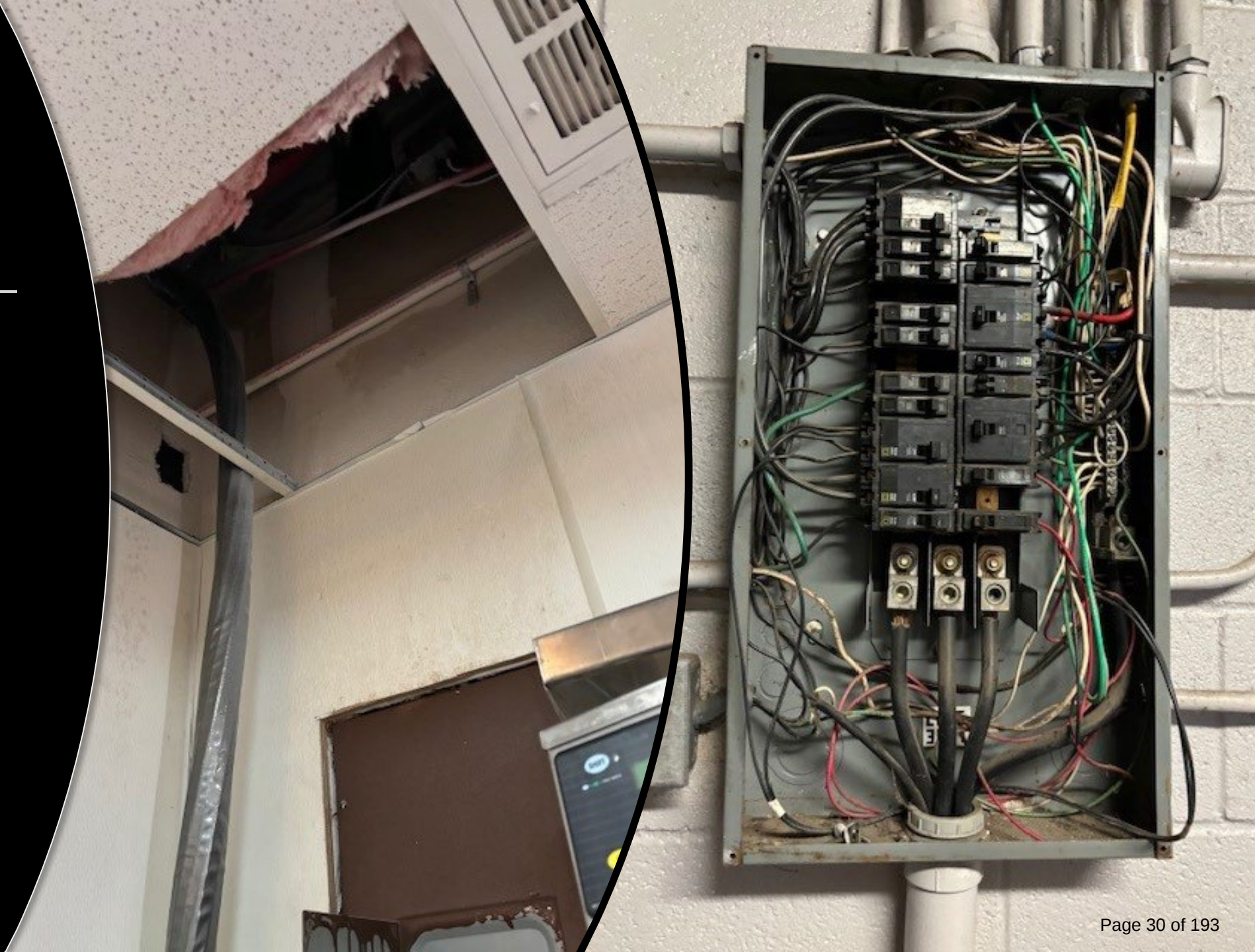
Fire Marshal

- **Total Inspections: 37**
- **New Inspections: 24**
- **Reinspections: 13**
- **Food Truck Inspections: 5**
- **Inspection Man Hours: 27**
- **Violations found: 197**
- **Burn Permits: 5**



Most common violations found during June

- Exit Signs not working properly and/or not in place
- Unapproved openings in walls or ceilings
- Open junction boxes / missing cover plates



- Hi, my name is Mathew. I just moved to liberty about a year ago. The Fire department is the first organization that I got involved in after I moved. Being involved in the department has taught me a lot about the fire service, teamwork, and how much of a family the fire service creates. I was welcomed with open arms and have truly enjoyed the time. I was recently voted in as a Lieutenant. In my free time I enjoy spending time with my fiancé and playing board games with my family.



GOLF COURSE MONTHLY REPORT - July 2025

Maintenance Activities

Regular mowing daily
Solid tine aerified greens Monday 7-14
Core Aerified DR Tee 7/21
Working on Aerifying tees throughout the course
Sprayed goosegrass around greens
Spraying weeds along fairways

5.2 inches of rain recorded at the golf course this month

Sales Report (June 1 – June 30)

The Pro Shop is slowly but surely getting more merchandise in. Our daily sales receipts per OPEN day for the month is approx. \$3,300

New merchandise sales are doing well.

Concession sales were approx. \$1725 for the month. (18% increase from July)

Started looking at present year vs. prior year numbers. Second quarter 2025 up 22% from second quarter 2024. July 2025 is up 77% from July 2024.

MONTH	FY25 SALES REPORT (UNITS/QUANTITY)				
	Green Fees (Rounds Sold)	Cart Fees	Range Fees	Merchandise & Accessories	Sales Tax Collected
October 2024 [1]	1,583	1,519	541	396	\$4,248.37
November 2024 [2]	1,189	1,120	439	341	\$3,078.91
December 2024	1,011	888	321	238	\$2,500.89
January 2025 [3]	888	814	330	168	\$2,537.95
February 2025 [4]	1,145	1,036	444	250	\$3,238.07
March 2025	1,785	1,612	687	394	\$4,845.10
April 2025	1,860	1,670	766	383	\$5,419.32
May 2025 [5]	1,815	1,609	768	476	\$6,682.89
June 2025 (6)	1,875	1,657	652	448	\$5,542.34
July 2025	2,134	2,016	724	531	\$5,857.42
August 2025					
September 2025					
TOTAL	13,151	11,925	4,948	3,094	\$38,093.84

[1] Closed half day on October 30 and 31 due to rain

[2] Closed for 10 days due to weather and holiday (includes half days and full days)

[3] Closed 11 full days and 4 half days due to weather, including Winter Storm Enzo

[4] Closed 13 days in February due to weather.

[5] Closed 4 complete days and 6 half days due to weather.

[6] Closed equivalent of 6 days in June due to weather.

[7] Closed 4 days for weather in July

Liberty Municipal July 2025 Report

Big Time Bubbles was not a washout this year with clear skies and great weather on the day of the event. The event was well attended with 110 children and 40 adults. The kids had a blast running through the mountain of bubbles at times disappearing all together or turning into bubble blobs. The parents seemed to have almost as much fun as the children watching the kids play in the foam.



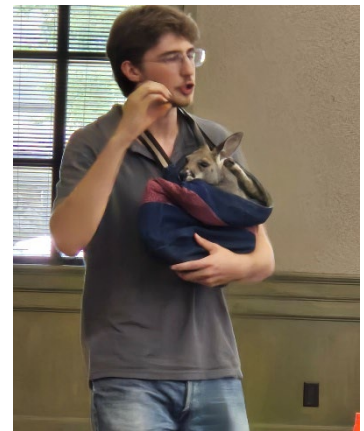
At the end of the event, the tunnels created by the children while passing through the bubbles were unveiled as the foam began to disintegrate.



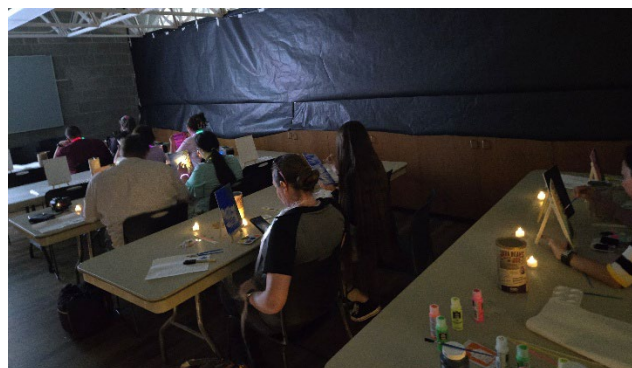
The teens had four programs this month including Movie Day on July 3rd, Color Wars on July 11th, Craft Day on July 18th, and rounding out the program with Mario Kart on July 25th. Color Wars was a messy though fun outdoor event day for the teens. The rain that came after the event helped wash anything Danny could not.



Wild Things Zoofari was a hit with 117 children and 93 adults in attendance. A fennec fox, spider monkey, and a kangaroo were seen once again for this event. New animals introduced were a kinkajou (also known as a honey bear), a Brazilian three-banded armadillo, and a python were introduced to the 210 member audience.



The library's first in-house summer reading event had 17 adults in attendance. The craft style event was a nontraditional "Paint in the Dark." Usually, paint in the dark events do not utilize any light source while painting. The adults had a great time. Many jokingly asked that their artwork not be judged. Well, at least those choosing not to enter their pieces into the adult art contest.



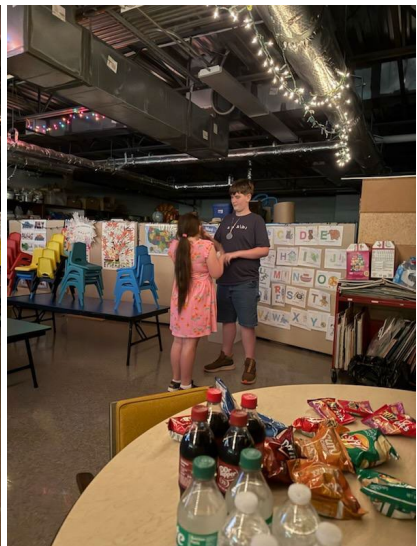
Sonny “the Birdman” Carlin returned this year with his amazing birds who had some showstopping skills. Sonny was previously on America’s got Talent in 2013 where he received the approval from several of esteemed panel judges. The audience delighted in watching the birds performing their tricks such as dunking a basket, scoring a goal, highwire tricks, and even a patriotic raising of the flag. The 138 audience seemed to enjoy Sonny and his birds.



The Dayton Academy of Dance rounded out the library's summer reading program with an interpretive dance number on July 24. This show was the first time the academy students performed interpretive dance. After the conclusion of the performance young audience members were invited on stage to perform with the dancers.



The teens ended the summer reading program with awards and a game of Mario Kart on the Switch game system. 11 teens participated in the event conclusion. Top readers were announced



The adult program concluded with round of mini golf at the library on July 25th. The 15 adults in attendance played at 18 holes setup throughout the library. Library staff became very creative in creating unique holes with spare parts leftover from various things at the library.



The Liberty Municipal Library was the place to be this summer with our summer reading program which wrapped up on July 26th. There was a total of 9,847 items circulated during the summer reading program. The events were well attended with 1,102 in attendance for children's events, 66 in attendance for teen events, and 83 in attendance for adult events. It is important to note that children participating in this year's program read 210 more hours than last year. The combined total by our children's top readers alone was 442 hours for hours read. Top readers were as follows: ages 0-4 were Lilah Ritter, Alesana Williams, and Abigail Torres; ages 5-8 were Teagen Hertzog, Chad Hanks, and Elijah Hebert; ages 9-12 were KayBence Hanks, Ryleigh Hanks, and Hayden Bradshaw; teens were Jayson White, Abel Evans, and Katelyn Contreras; and adults were Meagan Knoop, Rhonda Jones, and Marcia Trahan. The library offers congratulations to the top readers, drawing winners, and all who participated in the program and events. The library would like to thank our sponsors for this year's summer reading program including Alma's Designs Florist & More, B&M Creations, Big Frank's BBQ, Brothers Catering BBQ, Carl Pickett, Casa Del Pueblo, Chambers County Children's Museum, Chrisco Law PLLC., City Florists, Crumbl, First Liberty Bank, Frontier Waste Solutions, HEB, Houston Zoo, Jehovah Java Coffee Shop, Jill Daniel & Family, Liberty Snow-Ball, Lowe's, The Museum of Fine Arts Houston, Nolan D. Pickett VFW, Pack Ship & Copy, Pizza Hut, R.A. Smith Gifts, Showbiz Cinemas, Space Center Houston, Starbucks, Subway, Tracy Williams State Farm, The Varela Family, and Whataburger. The library would also like to thank the Friends of the Liberty Municipal Library and City of Liberty for their constant support in our summer reading and other various programs.

Liberty Municipal Library Monthly Report February through July 2025						
Circulation	February	March	April	May	June	July
Spanish Materials Circulation	80	88	61	38	103	97
Total Adult, Teen & YA Circulation All Formats	1,411	1,337	1,183	1,238	1,688	1,679
Total Juvenile Circulation All Formats	991	1,140	1,154	1,358	3,228	3,252
Total Circulation All Formats	2,402	2,477	2,337	2,596	4,916	4,931
Reference Services						
In-house Reference	150	207	135	133	208	260
Telephone Reference	130	103	98	75	118	150
Public Computer Assistance	104	159	102	87	130	102
Collection Statistics						
Total Volumes in Collection	48,998	49,109	49,193	49,306	49,266	49,320
Total Titles in Collection	68,446	68,721	68,844	69,002	69,132	69,151
Cataloging						
Books Cataloged	159	60	44	120	81	62
DVD/ Blu-Rays Cataloged	0	0	0	0	1	0
Audiobooks & Music CDs Cataloged	0	0	0	0	0	0
Periodicals Cataloged	26	75	32	59	32	0
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	20	17	21	13	13	21
Story Time Programs	3	3	4	4	0	0
Story Time Attendance	43	25	40	30	0	0
Misc. Children's Programs/Tours	6	3	5	0	3	4
Msc. Children's Programs/Tours Attendance	322	306	397	0	559	643
Adult Programs Attendance	37	36	34	29	48	81
YA/Teen Programs Attendance	0	0	0	0	34	21
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	2,505	2,453	2,425	2,426	2,436	2,437
Total Active Accounts Out-of-City Patrons	3,963	3,897	3,868	3,869	3,862	3,830
Total Volunteers	13	10	3	3	5	3
Total Volunteer Hours	32	61.5	13.5	11.5	10	6.75
Patron Visits Count	2,736	2,369	2,640	2,207	3,096	3,126
Public Use Technology						
Wireless Users	0	0	0	3	0	387
Hours of Patron Wireless Use	0	0	0	0	0	42
Public Computers Users This Month	184	190	210	251	255	247
Hours of Patron Computer Use	131	132	137	160	130	161
Website Sessions: Online Catalog	1,876	1,751	1,680	1,661	2,089	1,965
Social Media Sessions: Facebook, Instagram	854	1,031	625	24,761	2,185	1,522

	Liberty Municipal Library Volunteer Report for the Month of July 2025																																																										
	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																											
Daniel, Hannah										1.5							1.75																3.25																										
Davis, Beverly																																	0																										
Harbour, Cathy																																	0																										
Hammer, Theresa																																	0																										
Kemper, Sharon																																	0																										
Lawrence, Lindsay																																	0																										
Marshall, Matraca																															2.5	2.5																											
Pickett, Sandy																																	0																										
Stratton, Gloria																																	0																										
Sundgren, Gary																																	0																										
Sundgren, Josh																																	0																										
Sundgren, Stacy																																	0																										
Ursprung, Heather																1																	1																										
Total for month																																	6.75																										

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
JULY 2025

<u>PLAN REVIEW</u>				
# of Plans Reviewed				
<u>BUILDING PERMITS</u>				
Commercial Building Permits - New				
Commercial Building Permits - Renovation/Remodel	1			
Commercial Building Permits - Addition/Expansion				
Residential Building Permits- New (Manufactured Homes)	5			
Residential Building Permits - New (Single Family)				
Residential Building Permits - New (Multi-Family)				
All Other Permits Issued	52			
<u>CERTIFICATE OF OCCUPANCY</u>				
Commercial C of O's Issued	2			
TOTAL ALL PERMITS	60			
<u>FEE REVENUE</u>				
Permit Fee Revenue	\$9,133.02			
Tap Fee Revenue	\$1,250.00			
	\$10,383.02			

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
JULY 2025

BUSINESS NAME	ADDRESS	PERMIT TYPE
JULY 2025-COMMERCIAL		
KHALY TRAN	3112 BEAUMONT	ELECTRICAL
WALMART	2121 HWY 146	PLUMBING
LIBERTY DAYTON REGIONAL MEDICAL CENTER	1353 N TRAVIS	REMODEL
LIBERTY DAYTON REGIONAL MEDICAL CENTER	1353 N TRAVIS	ELECTRICAL
LIBERTY COUNTY AUDITORS OFFICE	400 N MAIN	CERTIFICATE OF OCCUPANCY
TVE FAIRGROUNDS	321 WALLISVILLE	FOUNDATION
TORTILLERIA EXPRESS	819 DR MLK JR DR	ELECTRICAL
COMCAST	2121 HWY 146	RIGHT OF WAY
EZEE FIBER	1409 MINGLEWOOD	RIGHT OF WAY
EZEE FIBER	846 TEXAS	RIGHT OF WAY
EZEE FIBER	1817 JEFFERSON	RIGHT OF WAY
EZEE FIBER	8001 LAKESDIE	RIGHT OF WAY
EZEE FIBER	1913 REESE	RIGHT OF WAY
EZEE FIBER	223 COOK	RIGHT OF WAY
EZEE FIBER	4401 SANDUNE	RIGHT OF WAY
EZEE FIBER	800 HWY 90	RIGHT OF WAY
EZEE FIBER	2770 HWY 90	RIGHT OF WAY
EZEE FIBER	322 SAN JACINTO	RIGHT OF WAY
ANYTIME FITNESS	2351 N MAIN	MECHANICAL
TWILA LABUFF	1001 DR MLK JR DR	ELECTRICAL
TIDAL WAVE AUTO SPA	3109 N MAIN	PLAT
ANGEL TIRE SHOP	123 MILAM	CERTIFICATE OF OCCUPANCY
TRAVELERS INN	2501 HWY 90	REROOF

LIBERTY POLICE DEPARTMENT

- MONTHLY REPORT
- July 2025





CITY OF LIBERTY
POLICE DEPARTMENT

1906 LAKELAND DR.

LIBERTY POLICE DEPARTMENT

CALLS FOR SERVICE	2192
OFFENSES REPORTED	65
OFFENSES CLEARED	8
TRAFFIC CITATIONS	96
WARNING TICKETS	310
TRAFFIC ACCIDENTS	32
ARRESTS	14
ANIMALS HANDLED	47
ALARM CALLS	56
AMOUNT RECOVERIES	\$ 64,400.00



LIBERTY POLICE DEPARTMENT

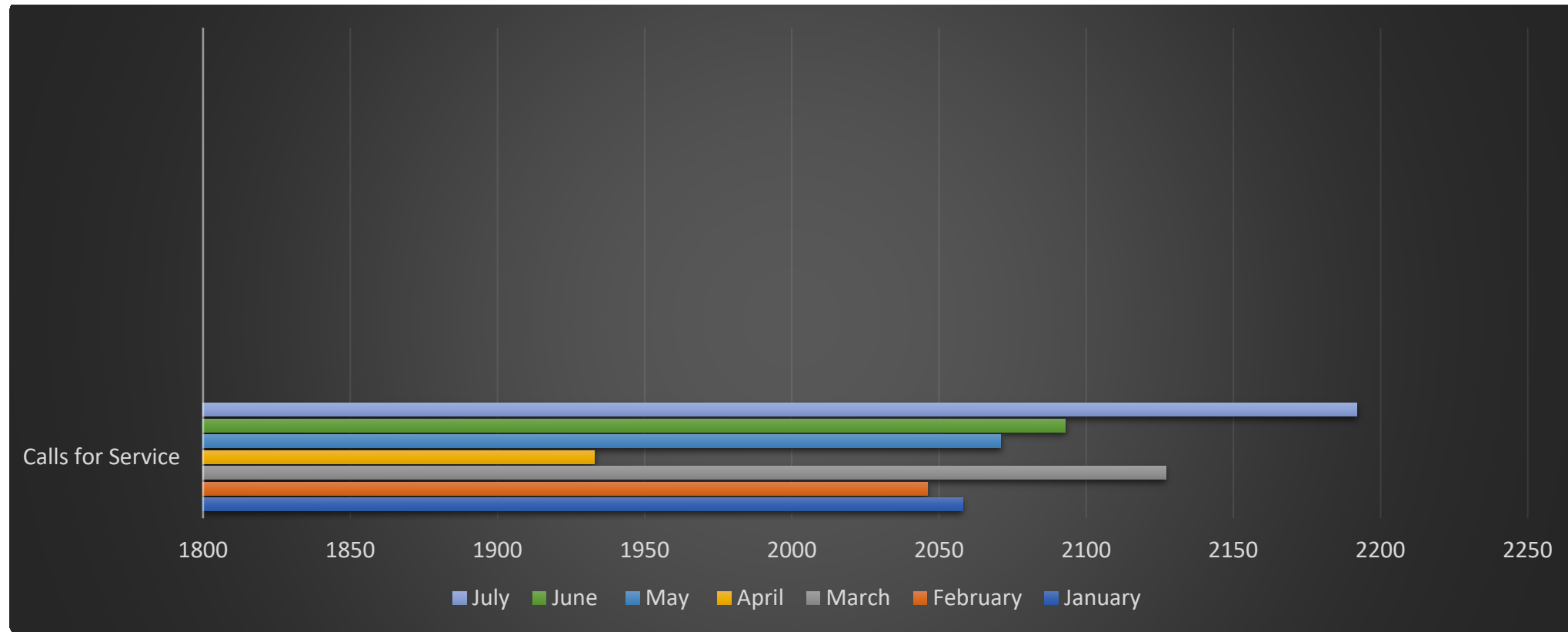
- Our Officers have been completing required TCOLE training as the Training Cycle comes to an end August 31, 2025.
- We're working diligently with Tyler Public Safety, TLETS, Alamo Collision, Liberty Computer Systems as we prepare to implement the Mobile Data Terminals (MDT's) in our Patrol Units. Implementation of the MDT's is set for the last week of September 2025.
- We're working with Tyler Public Safety in install our E911 service which will be another tool Dispatch can utilize to be more efficient to better assist the community.
- Lt Cedric McDuffie attended Alerrt Train the Citizens along with Command Staff Leadership Training.
- We had our first meeting on July 23, 2025, as a group with Liberty Fire Dept planning National Night Out. Our next meeting will be August 12, 2025. We have been collecting donations which have included monetary and physical donations.
- We had a Swearing in Ceremony on August 4, 2025, for the promotion of Sergeant Joshua Cummins.



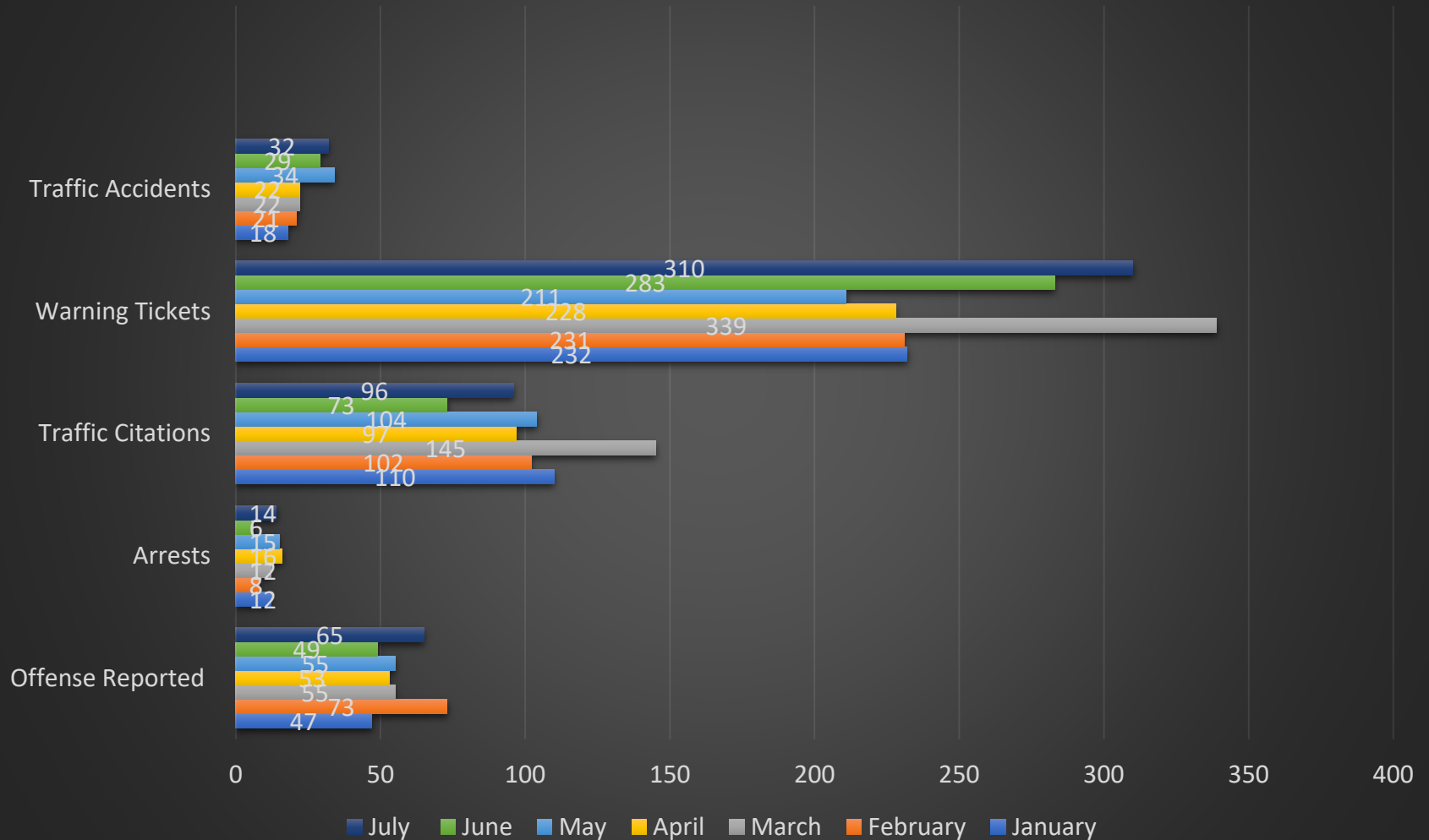
RTS TACTICAL LEGION BALLISTIC SHIELDS HAVE ARRIVED!



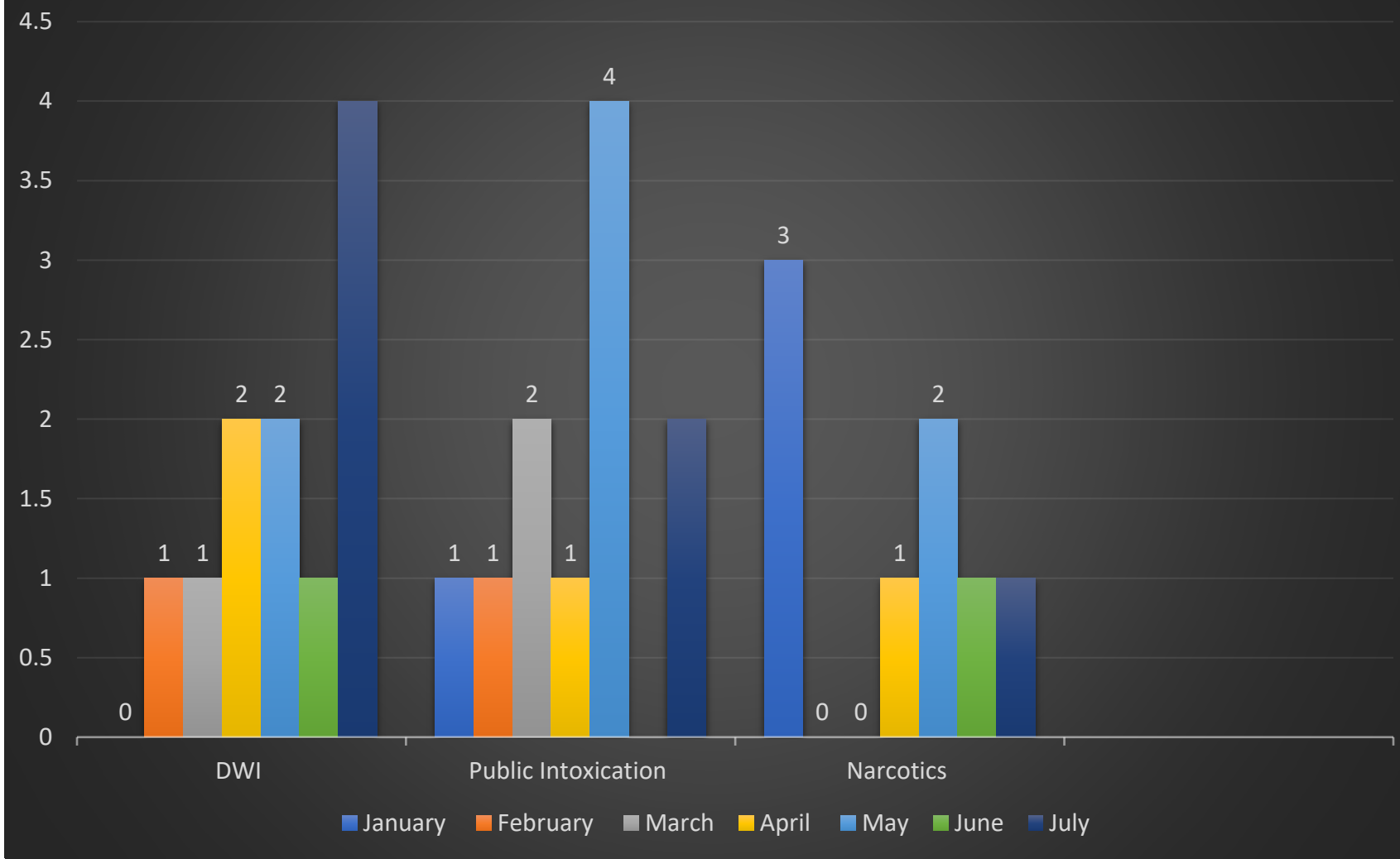
CALLS FOR SERVICE



Police Department Monthly Stats

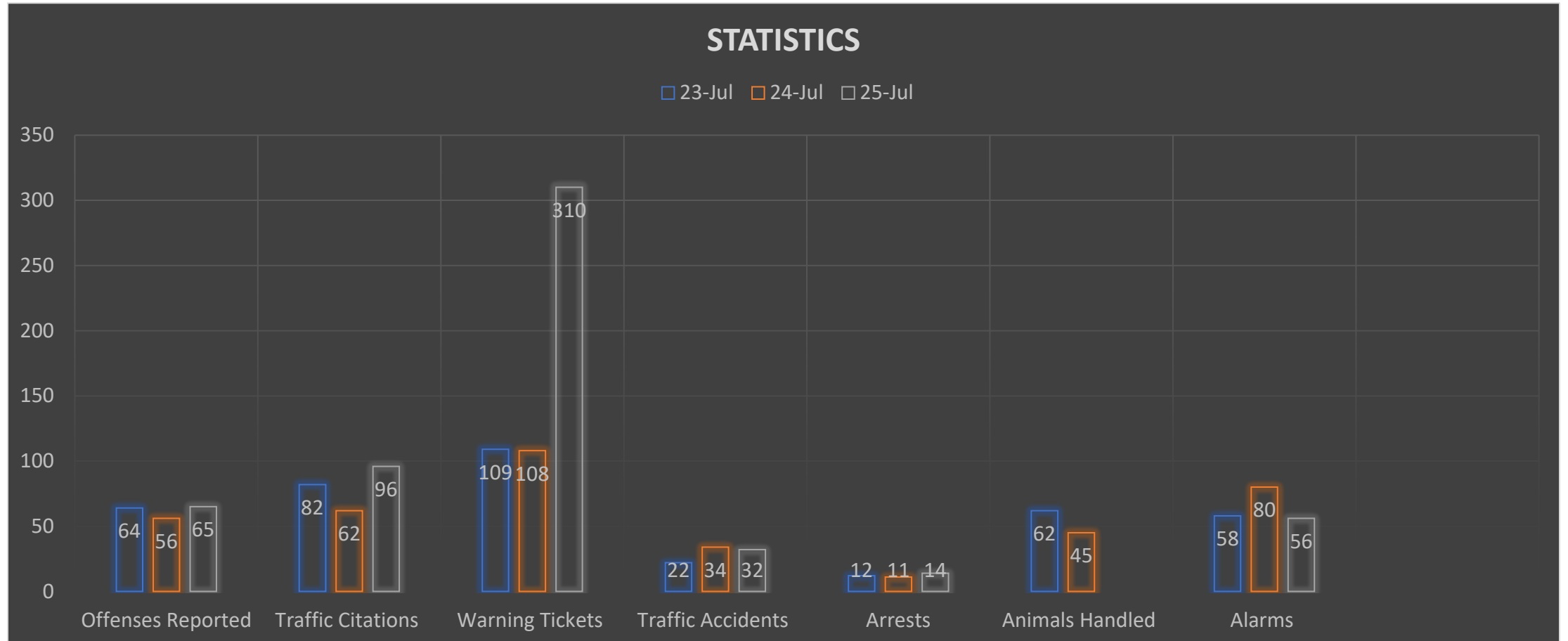


ALCOHOL/NARCOTICS RELATED ARRESTS

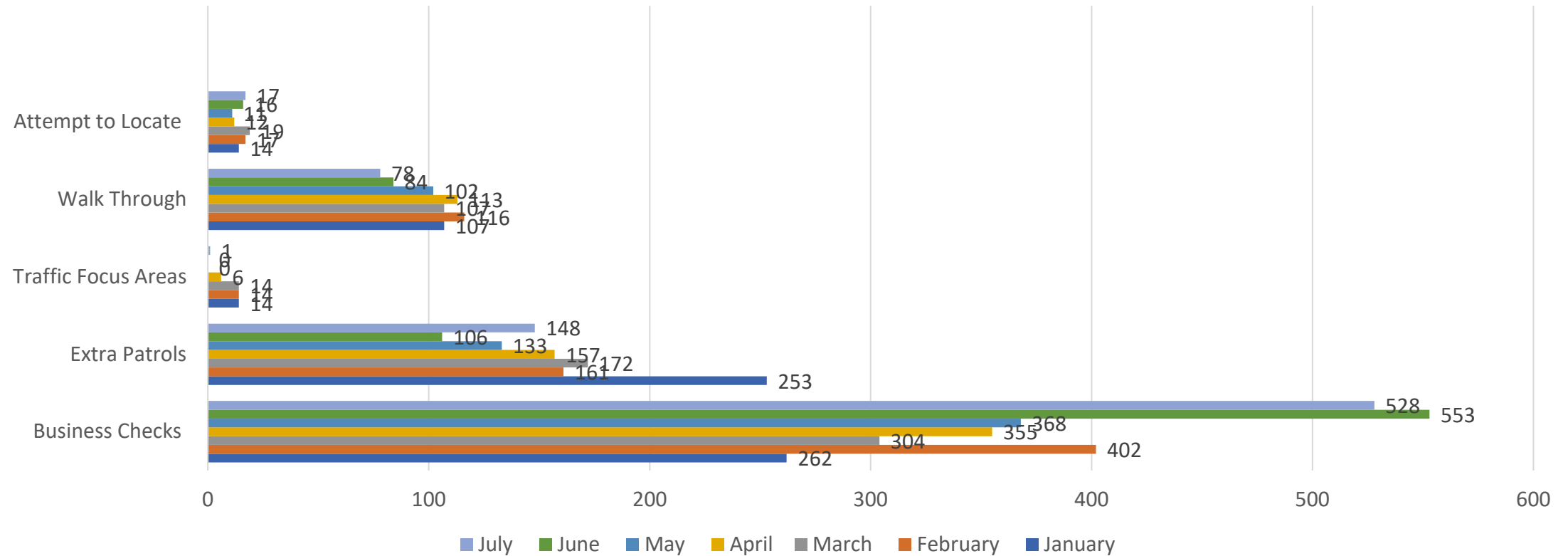


}

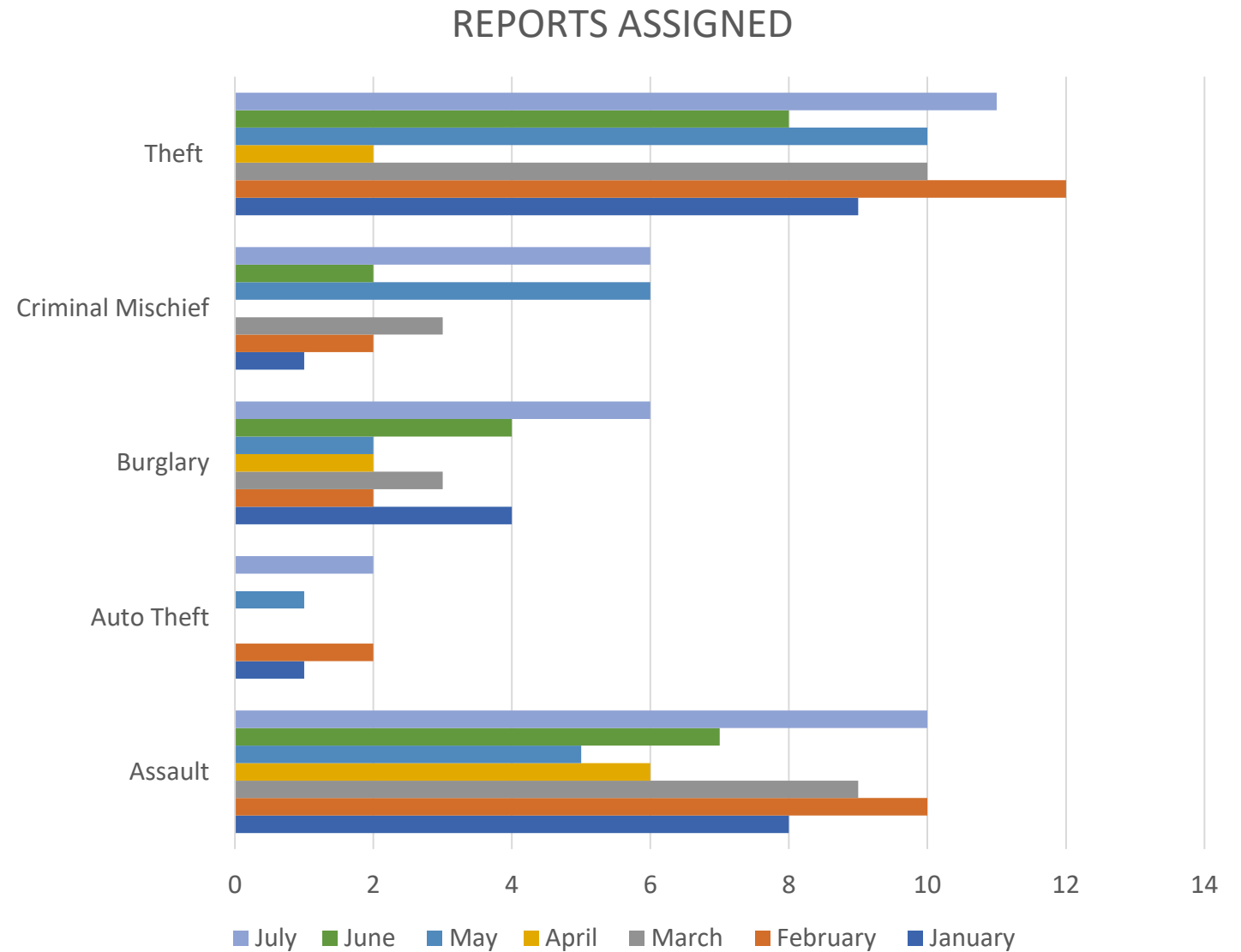
YEAR BY YEAR COMPARISON



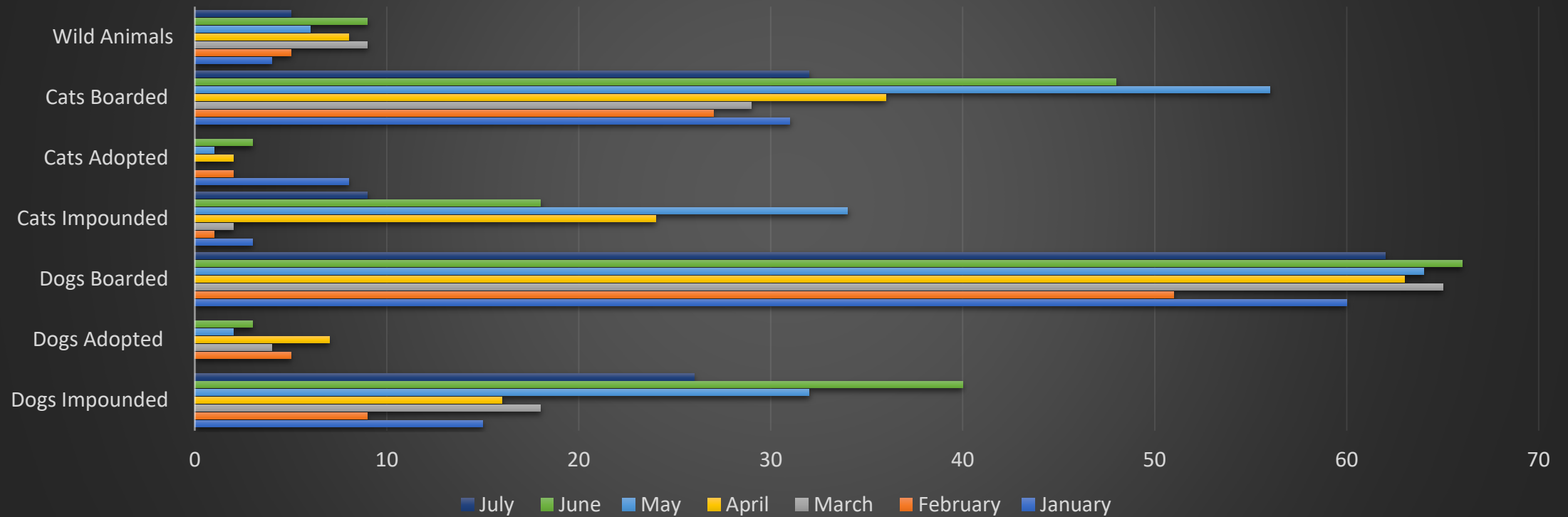
PROACTIVE POLICING



DETECTIVE DIVISION SUMMARY OF ACTIVITY

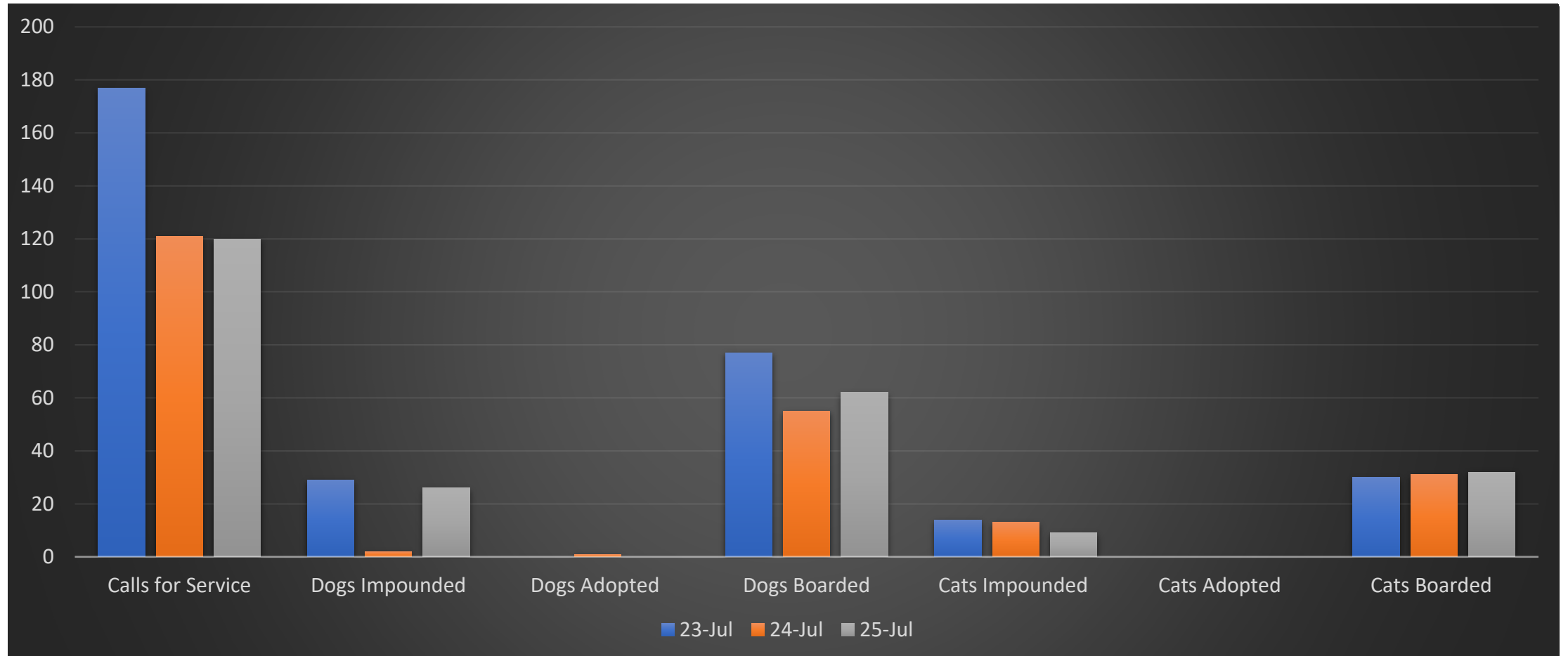


ANIMAL SHELTER MONTHLY STATS



Animal Shelter

Year by Year Comparison



SCHOOL RESOURCE OFFICERS

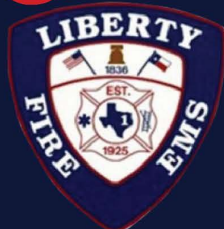


- SCHOOL BEGINS AUGUST 8, 2025
 - OFFICER EL-AMIN – SAN JACINTO ELEMENTARY
 - OFFICER FOMBUH – LES
 - OFFICER FREGIA – MIDDLE SCHOOL
 - OFFICER RICE – HIGH SCHOOL



POLICE • COMMUNITY PARTNERSHIPS

National Night Out 2025



October 7, 2025

5:00pm-8:00pm

Liberty Municipal Park

501 R.E. Vinson Drive Liberty, Texas 77575

- Hotdogs by Liberty Fire Department,
- Petting Zoo
- Meet and greet with Liberty PD, Liberty FD and other Public Safety Partners
- Bike ride with the Bike Patrol Police
- Sno-cones
- Live music & entertainment
- Giveaways

SPONSORS NEEDED!

Contact Donna Smith : 936-336-5666 or dsmith@cityofliberty.org

WE HAVE INVITED OUR COMMUNITY PARTNERS

LOCAL LAW ENFORCEMENT AGENCIES

BRIDGEHAVEN
CHILDREN'S
ADVOCACY
CENTER

LIBERTY COUNTY
SHERIFF'S OFFICE

LIBERTY COUNTY
DISTRICT
ATTORNEY'S
OFFICE

LIBERTY COUNTY
ATTORNEY'S
OFFICE

TEXAS PARKS AND
WILDLIFE
DEPARTMENT

TEXAS RANGER
JOSHUA BENSON

TEXAS DPS

LIBERTY COUNTY CONSTABLES

- LIBERTY COUNTY CONSTABLE PRCT #1
- LIBERTY COUNTY CONSTABLE PRCT #2
- LIBERTY COUNTY CONSTABLE PRCT #3
- LIBERTY COUNTY CONSTABLE PRCT #4
- LIBERTY COUNTY CONSTABLE PRCT #5
- LIBERTY COUNTY CONSTABLE PRCT #6

ENTERTAINMENT

PETTING ZOO

DUNKING BOOTH

BOUNCE HOUSES

FACE PAINTING

HELICOPTER

FIRE TRUCKS

MUSIC

TRAINING IN PROGRESS

INSTRUCTOR: SGT JOSHUA CUMMINS

TASER

REPORT
WRITING/COURTROOM
TESTIMONY

INSERVICE: USE OF
FORCE, BATON,
HANDCUFFING

BASIC INSTRUCTOR



Public Information Monthly Activity Report July 2025



Facebook Insights

Views: 387,922

The number of times our content was played or displayed.

Reach: 167,466

This metric counts reach from the organic distribution of our Facebook content. It also includes reach from other sources, such as tags, check-ins and Page or profile visits.

Content

Interactions: 2,157

The number of likes or reactions, saves, comments, shares and replies on your content.

+Followers: 254

The number of followers our page gained over the month. That is an increase of 3.7% in one month.

LinkedIn Insights



- First post was created on March 24th
- LinkedIn will never have the social media impact of Facebook, due to the professional niche nature of the platform. However, it is one tool of many to get information out.

Impressions: 45

Reach: 12

Clicks: 1

+Followers: 8



"X" (Formerly Twitter)

We have created the account and began posting. However, X wants us to pay to receive a "verified" badge and insights at a rate of \$84-\$395/year. We do not currently see the value in that, perhaps as we grow the page that view might change.

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

JAMES REDDING – STREETS

NOTES:

- Swept streets
- Sprayed for mosquitos
- formed up and poured curb on Jarrot
- Moved mulch form Service Center to Pocket Parks
- Worked on tractor
- Mowed around town
- Cleaned inlets several different days
- Repaired street cuts
- Patched around town
- Trimmed limbs from around stop signs and low hanging limbs
- Cleaned ditch on Bowie
- Cut concrete street on Centennial
- Dug out, formed up and poured concrete cut on Centennial
- Cut asphalt on Edgewood
- Repaired stop sign at Webster and Davidge
- Installed new flap gate on levee at end of Lakeside
- Replaced 80 St. of culverts on Navigation, rebased street and repaired asphalt
- restabilized culverts on Port rd., replaced road base in multiple spots and also replaced asphalt that had washed out on Port Rd.
- Cleaned ditch and set 20 ft. of culvert on Westwood

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:			40		Hours
	Street cut repairs:			5		Each
	Curb & Gutter Repair:			10.5		Feet
Drainage:						
	Ditch Cleaning:			70		Feet
	Culvert Installation:			100		Feet
	Catch Basin/inlets cleaned:			672		Each
	Levee Inspection:			Yes		
	Flap Gate Debris Removal					
Spraying:						
	Herbicide:					Gallons
	Mosquito:			600		Miles
Signs:						
	Installed					Each
	Repaired/ Replaced			1		Each

PARKS DEPARTMENT**MEASURE TWICE, CUT ONCE!!!***Work completed*

Fields:

Work Performed: Picked up trash and maintained as needed. Mowed 5 times and weedeated as needed.

Restrooms:

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

Concession Stands:

Work Performed: Picked up trash and debris around concession stands as needed every day. Weedeated as needed.

Splash Pad:

Work Performed: Pressure washed, and surface cleaned the pad. Backwashed and filled chemicals every day.

Jogging Trail:

Work Performed: Picked up limbs and trash as needed also, weedeated around trees and rocks as needed. Sprayed the trail sides with weed killer throughout the park.

Playground Equipment:

Work Performed: Checked and made sure all playground equipment was in good working order. Pick up trash and other debris around them. Swept and removed leaves and other debris from around the playground.

Pocket Parks:

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

Trees:

Work Performed: Cut up trees and picked up limbs throughout park.

Flags:

Work Performed: Had big flag worked on and changed out all other flags.

Notes:

1. Filled holes throughout the park.
2. Picked up limbs throughout the park.
3. Cut up trees that had fallen in the park.
4. Fixed hog ruts throughout the park.
5. Filled in ruts that were made by vandals through the park.
6. Cleaned up limbs and leaves at the gazebo. Swept off gazebo floor every day.
7. Put footings down for remainder of the lights left at park.
8. LightCo started dressing the poles to attach lights should be setting them soon.
9. Had Lamar pocket park addition trees and brush cleared. Waiting on contractor to remove concrete slabs.
10. Had rubber mulch installed at Canfield Park and Magnolia Park.

MARK REED – WATER / WASTEWATER MANAGER

Power Outages - July 2025

Date	Location	Time Called Out	Time Power Restored	Response Time (mins)	Outage Time (mins)	Cause of Outage
2	1110 Hwy 90	10:23 AM	11:00 AM	17	37	Blown transformer fuse due to bird on top of transformer
4	1906 Lakeland	6:34 PM	7:15 PM	11	41	Blown line fuse due to trees on Cook Rd
6	501 Wallisville	1:28 AM	1:40 AM	12	12	Called about low voltage-all was good
6	501 Wallisville	8:45 AM	12:00 PM	10	195	Transformer stopped putting out secondary voltage on 1 leg.
6	2323 N Main	2:00 PM	3:00 PM	15	60	Partial power due to blown line fuse
11	2251 Mizell	4:49 AM	5:30 AM	25	40	Blown line fuse due to vegetation
12	1923 Sam Houston	6:59 PM	10:30 PM	35	180	Fallen tree limb pulling down service wire
13	5011 Lakeside	9:57 AM	11:00AM	23	63	Bad meter. 1 leg was not going through meter and was dead on bottom side
13	Beaumont Feeder #3	6:30 PM	10:45 PM	20	255	Tripped due to lightning and tree limbs at 1611 Lakeland, Cornell, and Independence several blown line fuses
15	616 Crockett	6:25 PM	7:20 PM	15	55	Blown line fuse at Bowie/Grand due to vegetation
16	Beaumont Feeder #2	7:04 PM	8:51 PM	21	55	Someone hit guide pole at 3013 N Main causing pole to shake violently, slapping phases and causing feeder to trip
19	1502 Fort Worth	7:20 PM	9:30 PM	100	130	Blown line fuses
19	1923 Sam Houston	7:08 PM	N/A	22		Called out about partial power, arrived to find all transformers and line fuses were in
23	611 Gulf	6:42 AM	8:15 PM	18	93	Partial power due to bad connection on secondaries
24	138 Hillside	4:00 PM	6:14 PM	30	134	Bad transformer
26	1509 Maple	1:57 PM	3:29 PM	26	92	Blown transformer fuse due to vines on pole and top of transformer
27	1507 Maple	12:12 PM	3:19 PM	28	187	Blown transformer fuse due to vegetation on pole and top of transformer

27	Beaumont Ave @ Independence	4:12 PM	4:22 PM	10	10	NO OUTAGE, called about wires throwing sparks in the area
27	City Park	8:26 PM	11:57 PM	16	211	Blown line fuses behind high school due to 2 trees laying on lines
29	Tractor Supply	4:36 AM	4:54 AM	18	18	Someone turned off main disconnect at the back of the building
31	530 Wallisville	4:26 PM	6:45 PM	14	139	3 trees fell and broke service wires at lift poles
AVERAGE				23	100	

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: Sam Rayburn Municipal Power Agency - Mayor Hebert

Department: Administration

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 Hebert is a Board Member 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.

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: Mayor, Council and Staff Comments

Department: Administration

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 are scheduled to be attended by City officials or employees; inquiry of staff regarding specific factual information or existing policies.

Funding Source:

Staff Recommendation:



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, July 8, 2025

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on July 8, 2025, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 p.m. by Mayor John Hebert.

A.	Attendee Name	Present	Absent	Late	Arrived
	Mayor John Hebert, Jr.	X			
	Mayor Pro Tem Tommy Brents	X			
	Council Member Ed Seymour	X			
	Council Member Ross Ward			X	6:31 pm
	Council Member Debbie Dugger	X			
	Council Member Bruce Bell	X			
	Council Member Nick Dennis	X			

II. INVOCATION

The invocation was given by Mayor Hebert.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American Flag and the pledge to the Texas Flag were led by Mayor Hebert.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Hebert welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council. Ms. Angelina Bonett and Mr. Reuben Williams both requested to address the Council. Ms. Bonett's topics included sidewalks on Main St., a community pool, and bringing an Aldi's grocery store to Liberty. Mr. Williams' topic included the water line on Trinity. City Manager Kendrick insured Mr. Williams that the water line was being worked on.

V. PRESENTATIONS / REPORTS

A. City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.

City Manager Bryan Kendrick reported on the following updates:

- Recloser Installation Project
- Water System Maintenance
- Forest Hills Water Line Improvements
- Strategic Planning Workshop
- Wastewater Treatment Plant and Lift Stations Repairs
- Budget Work Session

B. Department Reports

Monthly reports are submitted by departments and are attached to the agenda for the council to review and to comment on or ask questions that they may have.

C. Sam Rayburn Municipal Power Agency - Mayor Hebert

Mayor Hebert skipped this agenda item.

D. Mayor, Council and Staff Comments

City Manager Bryan Kendrick introduced the City's new building official, Raymond Theriot.

VI. CONSENT AGENDA

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

A motion was made by Council Member Seymour to approve all items on the consent agenda and seconded by Council Member Bell. The motion passed 6 to 0 with all present voting yes.

A. Minutes Approval

1. June 10, 2025
2. June 17, 2025

B. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RATIFYING AND APPROVING A CHANGE ORDER TO THE PARK LIGHTING CONTRACT

VII. REGULAR AGENDA

A. Regular Session

1. Consider and take possible action regarding the Liberty Parks Master Plan presented by Burditt.

Paul Howard with Burditt Land Consultants presented to the Council the City of Liberty Parks, Open Space and Trails Master Plan. Mr. Howard went over the following items in his presentation:

- Planning Process
- Inventory and Analysis
- Level of Service Analysis
- 10-Minute Walk Analysis

- Recreation provided by others
- Community Engagement
- Online Survey
- Community Workshop and Parks Master Plan Open House
- Revitalization of Liberty Municipal Park
- Redesign of Canfield Park and Dog Park
- Enhancement of Vara Faye Martin Daniel Park and Pavilion
- New Athletic Practice Fields
- Neighborhood Park Enhancements
- Implementation of proposed projects

After the presentation, a motion was made by Council Member Brents to accept the Park Master Plan as presented and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

2. City Council to hold a public hearing on the condemnation of two (2) hazardous and unsafe structures to determine if the structures should be repaired or demolished: 722 Maryland and 209 Chesson.

At 6:45 p.m., Mayor Hebert opened the Public Hearing on the condemnation of two (2) hazardous and unsafe structures to determine if the structures should be repaired or demolished. The Code of Ordinances requires the City Council to hold a public hearing to determine if a structure complies with the City's Hazardous Building Ordinance and, if not, to determine if the structure should be (1) repaired, (2) vacated and repaired or (3) demolished. The Code of Ordinances specifies that if a structure is fifty (50) percent damaged, decayed, or deteriorated, it shall be demolished or if the cost of repairs exceeds fifty (50) percent of the value of the structure, it shall be demolished. The public hearing will consider the following structures:

1. 722 Maryland
2. 209 Chesson

City Attorney Daniel Sylvia questioned Code Enforcement Officer, Daryl Marek, regarding the condition of the structures located at 722 Maryland and 209 Chesson. It was asked if the structures met building code requirements and whether the properties posed a safety and health hazard to the public. Mr. Marek answered that the structures do not meet building code requirements and that the structures are a safety and health hazard to the public. The condition of the properties was shown in the photos attached to the agenda packet. At 7:09 p.m., Mayor Hebert closed the Public Hearing.

3. Consider and take possible action regarding the abatement of and possible demolition and removal of structures located at 722 Maryland and 209 Chesson as discussed in the hearings held before City Council on July 8, 2025.

The structures at 722 Maryland and 209 Chesson have been inspected by City Staff and found to be unsafe structures as defined by the City of Liberty's Code of Ordinances, Article 3.05, Hazardous Structures and by the 2021 International Property Maintenance Code. Additionally, the structures at 722 Maryland and 209 Chesson have deteriorated to a condition that they are no longer considered suitable for repair. If not demolished by the owner, demolition funds are available in the Inspections & Permits operating budget.

A motion was made by Council Member Brents within thirty (30) days of the date of the public hearing held on July 8, 2025, that the properties located at 722 Maryland and 209 Chesson are a public nuisance and public necessity requires the demolition and removal of the identified

structures and seconded by Council Member Dennis. The motion failed 3 to 4 with Council Members Seymour, Dugger, Ward and Bell voting no.

A motion was made by Council Member Dugger within thirty (30) days of the date of the public hearing held on July 8, 2025, that the property located at 209 Chesson is a public nuisance and public necessity requires the demolition and removal of the identified structures and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

A motion was made by Council Member Ward to table the action being taken on 722 Maryland for September 9, 2025, meeting to give owners time to place the structure in their name and city staff to re-inspect the interior and roof of the property and seconded by Council Member Bell. The motion passed 6 to 1 with Mayor Hebert voting no.

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AMENDING THE MASTER FEE SCHEDULE BY ADDING HANGAR DEPOSITS TO THE LIBERTY MUNICIPAL AIRPORT FEES; PROVIDING FOR AN EFFECTIVE DATE.

At the June 10 City Council meeting, the City Council amended the city's t-hangar lease agreement. The agreement requires a deposit to be paid to the City prior to occupying a hangar for lease.

This item is necessary to formally add the fee for the deposit to the city's Master Fee Schedule.

A motion was made by Council Member Seymour to adopt the ordinance amending the master fee schedule by adding hangar deposits to the Liberty Municipal Airport fees and seconded by Council Member Brents. The motion passed 7 to 0 with all present voting yes.

5. 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 LIBERTY COMMUNITY DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS FOR THE LIGHTS IN LIBERTY CHRISTMAS EVENT IMPROVEMENTS.

On June 17, 2025, LCDC voted 7-0 to authorize an expenditure not to exceed \$25,000 for the 2025 Christmas event Lights in Liberty. The total estimated cost of the event is \$50,000, with LCDC providing half.

LCDC's expenditure must now be ratified by City Council.

A motion was made by Council Member Bell to approve the resolution for the Liberty Community Development Corporation's expenditure of funds for the Lights in Liberty Christmas event improvements and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

6. 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 LIBERTY COMMUNITY DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS FOR A CONTRACT WITH PLACER.AI

Tiffany Huber with Placer.ai software zoomed into the Liberty Community Development Corporation Meeting on June 17, 2025, to demonstrate how Placer.ai could help with economic and community development growth. After the presentation, a motion was made by board member McCarty to approve the expenditure of \$12,000 a year for the Placer.ai software with

the vetting of references. The motion was seconded by board member Dorsett. The motion passed 7 to 0.

A motion was made by Council Member Ward to approve the resolution for the Liberty Community Development Corporation's expenditure of funds for a contract with Placer.ai and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

7. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LIBERTY INDEPENDENT SCHOOL DISTRICT REGARDING A CONTRACT FOR THE PROVISION OF FOUR SCHOOL RESOURCE OFFICERS.

The City of Liberty currently contracts with Liberty ISD for the provision of two (2) School Resource Officers (SROs); and Liberty ISD has requested that the City of Liberty Police Department provide four (4) SROs moving forward. The City and LISD have historically had a good working relationship, and both entities understand the importance of protecting the students and faculty at Liberty ISD. We request that the City Council authorizes the City Manager to negotiate and execute a new agreement with Liberty ISD for the City to provide four (4) School Resource Officers to LISD. Furthermore, the City Manager is authorized to move forward with staffing the new positions as needed.

A motion was made by Council Member Bell to approve the resolution authorizing the City Manager to negotiate and execute an agreement with LISD regarding a contract for the provision of 4 School Resource Officers and seconded by Council Member Brents. The motion passed 7 to 0 with all present voting yes.

8. 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, EXTENDING THE DISASTER RECOVERY, DEBRIS MANAGEMENT AND DISPOSAL SERVICES CONTRACT WITH DRC EMERGENCY SERVICES.

The City Council previously awarded a contract for Disaster Recovery, Debris Management and Disposal Services to DRC Emergency Services. The contract is only activated when a disaster occurs. The contract allows the City to renew the contract for a period that may not exceed 3 years, or the term of the original contract, whichever is longer. Renewal of the contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. DRC Emergency Services is requesting an extension of the contract for a period of two (2) years. The terms and the conditions in the original contract will remain in effect for the duration of this contract, expiring September 21, 2027.

A motion was made by Council Member Seymour to approve the resolution extending the disaster recovery, debris management and disposal services contract with DRC Emergency Services and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

9. 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 A CONTRACT WITH HR GREEN TO PERFORM A DRAINAGE FEASIBILITY STUDY ON PORTIONS OF THE CITY

Areas of the City of Liberty are prone to flooding during heavy rain events and the City desires to hire HR Green, Inc., a professional engineering firm that is most qualified to help provide the city with engineering services related to drainage, to perform a drainage feasibility study on

different areas within the City. It is recommended the City Council authorizes the City Manager to negotiate and execute an agreement with HR Green, Inc. to perform drainage feasibility studies on portions of the City.

A motion was made by Council Member Dugger to approve the resolution for a contract with HR Green to perform a drainage feasibility study on portions of the City and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

10. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROADWAY ASSET SERVICES, LLC FOR PAVEMENT MANAGEMENT SERVICES.

The City of Liberty is responsible for maintaining and repairing streets within the City of Liberty and finds that Roadway Asset Services LLC is most qualified to evaluate the city's streets and roadways and prepare a plan for maintenance and repairs of said streets. It is beneficial to also subscribe to the Annual BOSS subscription service with Roadway Asset Services, LLC. It is recommended that the City Council authorizes the City Manager to negotiate and execute an agreement with Roadway Asset Services, LLC for Pavement Management Services and an annual BOSS service subscription with a total amount of the contract not to exceed \$125,000.00.

A motion was made by Council Member Brents to approve the resolution authorizing the City Manager to negotiate and execute an agreement with roadway asset services, LLC for pavement management services and seconded by Council Member Seymour. The motion passed 7 to 0 with all present voting yes.

B. Work Session

1. Discussion with SRMPA, Bruce Mintz, regarding trends and potential future costs in the industry.

Bruce Mintz, Executive Director of SRMPA, discussed with the City Council the future of the Sam Rayburn Municipal Power Agency. The following items were discussed:

History of Agency
Agencies Board of Directors
Purchasing wholesale electricity
Purchase power from Sam Rayburn Dam and a contract with EWOM (Entergy subsidiary)
Future of where to Purchase Power
Rate Study
Future cost of electricity

C. Executive Session

At 8:03 p.m., Mayor Hebert closed the open meeting and opened the Executive Session as authorized by Title 5, Chapter 551 of the Texas Government Code.

1. **Texas Government Code §551.071 - Private Consultation with Attorney**
Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by attorney/client privilege.
2. **Texas Government Code §551.074 - Personnel Matters.**
To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

3. Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.

Discussion regarding economic development negotiations.

D. Reconvene into Regular Session

At 9:46 p.m., Mayor Hebert closed the Executive Session and reconvened the open meeting.

1. Consider and take possible action on legal matters discussed in the executive session.

No action was taken.

2. Consider and take possible action on personnel matters discussed in the executive session.

No action was taken.

3. Consider and take possible action on economic development matters discussed in the executive session.

No action was taken.

VIII. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, Mayor Hebert adjourned the meeting at 9:47 p.m.

John Hebert, Jr., 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, July 22, 2025

5:30 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on July 22, 2025, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 5:38 p.m. by Mayor John Hebert.

Attendee Name	Present	Absent	Late	Arrived
Mayor John Hebert, Jr.	X			
Mayor Pro Tem Tommy Brents	X			
Council Member Ed Seymour	X			
Council Member Ross Ward		X		
Council Member Debbie Dugger	X			
Council Member Bruce Bell			X	5:43 PM
Council Member Nick Dennis	X			

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 Hebert welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council. No comments were made.

III. PRESENTATIONS / REPORTS

A. Acknowledgment of the City of Liberty's Award for Transparency in Local Government Traditional Finances Star from the Texas Comptroller of Public Accounts.

City Manager Bryan Kendrick stated to the Council that on July 10, the City of Liberty was notified that they had officially been awarded the Texas Comptroller's Transparency Star for excellence in financial transparency, effective June 30, 2025.

This prestigious honor highlights our commitment to providing clear, consistent, and accessible financial information to the public. The award, issued by the Texas State Comptroller's Office, reflects the City's ongoing dedication to open government and responsible stewardship of taxpayer dollars. Only 7.3% of cities in Texas have received a transparency star, and we are the first municipality in Liberty County to receive this award.

We have received both the official certificate and the Transparency Stars insignia, which will soon be displayed on our website and in related publications as a symbol of this important achievement.

City Manager Bryan Kendrick extended a special thanks to ACM/CFO Naomi Herrington for her leadership and expressed his appreciation to the City Council and all City staff for their collective efforts in prioritizing transparency for the citizens of Liberty.

IV. CONSENT AGENDA

A motion was made by Council Member Brents to approve all items on the consent agenda and seconded by Council Member Dennis. The motion passed 5 to 0 with all present voting yes.

- A. 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, ADOPTING THE LIBERTY COUNTY HAZARD MITIGATION PLAN 2025 UPDATE.**
- B. 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, DECLARING EQUIPMENT AS SURPLUS.**

V. REGULAR AGENDA

A. Regular Session

- 1. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING OFFERS FOR THE PURCHASE OF DELINQUENT TAX TRUST PROPERTY ID 37299.**

A tax foreclosure was done on the following property:

Property	Offeror	Offer Amount	CAD Value	Taxes Owed	City to Receive
Property ID 37299	Armando Alam	\$33,834	\$147,350	\$74,550.38	\$4,153.89

A motion was made by Council Member Brents to approve the resolution accepting the offer for the purchase of delinquent tax trust property and seconded by Council Member Seymour. The motion passed 6 to 0 with all present voting yes.

- 2. 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 OFFERS FOR THE PURCHASE OF DELINQUENT TAX TRUST PROPERTY ID 56485.**

A tax foreclosure was done on the following property:

Property	Offeror	Offer Amount	CAD Value	Taxes Owed	City to Receive
Property ID 56485	Gracy Rincon	\$3,500	\$24,360	\$5875.79	\$540.76

A motion was made by Council Member Brents to approve the resolution accepting the offer for the purchase of delinquent tax trust property and seconded by Council Member Seymour. The motion passed 6 to 0 with all present voting yes.

B. Work Session**1. Fiscal Year 2025-2026 Budget.**

City Manager Bryan Kendrick presented to the Council a Preliminary Budget for the 2025-2026 Fiscal Year. Mr. Kendrick discussed the 2025-2026 Fiscal Year General Fund Budget going over the General Funds Revenues and Expenditures by departments. The discussion continued with the revenues and expenditures for the following funds:

Water/Wastewater
Electric
Solid Waste
Liberty Community Development Corporation
Airport
Hotel/Motel
Golf Course

Then the discussion continued with the departmental request for equipment, potential ways to increase revenue, building maintenance concerns, and city-wide mowing crews.

C. Executive Session

At 9:11 p.m., Mayor Hebert closed the open meeting and opened the Executive Session as authorized by Title 5, Chapter 551 of the Texas Government Code.

1. Texas Government Code §551.072 - Deliberation Regarding Real Property
Discussion regarding real property.**D. Reconvene into Regular Session**

At 9:37 p.m., Mayor Hebert closed the Executive Session and reconvened the open meeting.

1. Consider and take possible action on real estate matters discussed in the executive session.

A motion was made by Council Member Bell to authorize the purchase of property as discussed in the executive session and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

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

With no further business to discuss, Mayor Hebert adjourned the meeting at 9:38 p.m.

John Hebert, Jr., Mayor

ATTEST:

April Gilliland, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PARTICIPATION AND RELEASE FORMS FOR THE PURDUE PHARMA AND SACKLER FAMILY SETTLEMENT AND THE ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS SETTLEMENTS.

Department: Administration

Subject: Opioid Settlement Agreements

Background:

Funding Source: na

Staff Recommendation: Staff recommends approval of the resolution authorizing the Mayor to execute settlement release documents.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION PARTICIPATION AND RELEASE FORMS FOR THE PURDUE PHARMA AND SACKLER FAMILY SETTLEMENT AND THE ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS SETTLEMENTS.

WHEREAS, the City of Liberty, Texas (the “City”), has been impacted by the nationwide opioid crisis, which has placed significant burdens on public health, law enforcement, and community resources; and

WHEREAS, the City previously adopted the Texas Term Sheet to join the Distributors, Johnson & Johnson, Teva, Endo, Allergan, CVS, Walgreens, Walmart, and Kroger opioid settlements; and

WHEREAS, the State of Texas has secured a combined share of approximately \$3.3 billion through settlements with Purdue Pharma and the Sackler family, with an estimated \$286 million to be allocated to Texas through those specific agreements; and

WHEREAS, the City Council hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

WHEREAS, the City desires to execute the Subdivision Participation and Release form for the Purdue Pharma and Sackler Family Settlement, attached hereto as Exhibit “A;”

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

SECTION 1. THAT the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. THAT the Mayor is authorized to execute the Subdivision Participation and Release Forms for the Purdue Pharma and Sackler Family Settlement and the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus settlements, attached hereto as Exhibit “A.”

PASSED and APPROVED on the _____ day of _____ 2025.

ATTEST:

Mayor
City of Liberty, Texas

City Secretary
City of Liberty, Texas

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Liberty city, TX
Reference Number: CL-1751429

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1)*Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2)*Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Liberty city	State: TX
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Liberty city, TX
Rubris Reference Number: CL-1773006

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: 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, AWARDING THE FY 2025-2026 EMPLOYEE HEALTH INSURANCE TO UNITED HEALTHCARE AND THE DENTAL, VISION, AND LIFE INSURANCE TO MUTUAL OF OMAHA.

Department: Administration

Subject: FY 2025-2026 Employee Health Insurance

Background: On July 31, 2025, the City received proposals for Employee Health, Vision, Dental and Life Insurance for FY 2025-2026. The City of Liberty currently offers health insurance through United Health Care and dental, vision and life insurance through Mutual of Omaha. The following is a summary of the current coverage with final, negotiated renewals from the current carriers:

Medical Plans:

- United Health Care (UHC) is offering to renew the current coverage at a 7.7% increase with an annual estimated cost of \$71,662.
- BCBS submitted a proposal at a 20% increase over the current UHC rates.
- Aetna submitted a proposal at a 28% increase over the current UHC rates.
- Allstate submitted a proposal at a 9% increase over the current UHC rates.
- Angle Health submitted a proposal at a 64% increase over the current UHC rates.
- Curative submitted a proposal at a 13% increase over the current UHC rates.

The following quotes were received for dental, vision, and life insurance from the following carriers:

- Mutual of Omaha - current carrier renewal
- Guardian
- Principal
- United HealthCare

Dental Plans:

- Mutual of Omaha dental renewal keeps the plan design the same and is priced at a 5% increase.
- Principal matched the current plan design and offered an annual savings of \$2,059 for the entire group.
- None of the other dental carriers offered competitive pricing.

Vision Plans:

- Mutual of Omaha renewal maintains the same plan design and there is no change in premium.
- Principal matched the Mutual of Omaha rates and plan design.
- None of the other vision offers are competitive with Principal.

Group Term Life Plans:

- The current Mutual of Omaha plan was renewed at a flat renewal
- None of the competitive offers provided life savings.

Overall Analysis:

Keeping UHC and Mutual of Omaha as the current carriers would increase overall annual costs by \$74,479 for the entire group for all benefits. We recommend keeping the current plans and carriers as there are no competitive offers that provide better savings or benefits.

Funding Source: Funds are available in the various departmental funds.

Staff Recommendation: Staff recommends approval of the resolution awarding the FY 2025-2026 Employee Health Insurance to United Health Care and Dental, Vision and Life Insurance to Mutual of Omaha.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED THE FY 2025-2026 EMPLOYEE HEALTH INSURANCE TO UNITED HEALTHCARE AND THE DENTAL, VISION, AND LIFE INSURANCE TO MUTUAL OF OMAHA.

WHEREAS, the City received proposals for employee health, vision, dental and life insurance for fiscal year 2025-2026; and

WHEREAS, the City currently offers health insurance through United Health Care (HC) and dental, vision and life insurance through Mutual of Omaha; and

WHEREAS, United Health Care is offering the City a renewal plan with a 7.7% increase with an annual estimated cost of \$71,662; and

WHEREAS, Mutual of Omaha for Dental, Vision and Life Insurance offered a renewal with a 5% increase to the dental plan only; and

WHEREAS, Keeping UHC and Mutual of Omaha as current carriers would increase overall annual costs by \$74,479 for the entire group for all benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby awards the fiscal year 2025-2026 Employee Health Insurance to United Health Care and the Dental, Vision and Life Insurance to Mutual of Omaha.

PASSED AND APPROVED this ____ day of August, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: PUBLIC HEARING ON THE PROPOSED ANNEXATION OF A 5.624 ACRE TRACT OF LAND, LOCATED WITHIN THE B.W. HARDIN SURVEY, ABSTRACT NO. 47 BEING A PORTION OF A CALLED 51.007 ACRE TRACT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021048312 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS,

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

NOTICE OF PUBLIC HEARING AND ANNEXATION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

Pursuant to Section 43.0671 of the Texas Local Government Code, and upon receiving a petition for annexation from the landowner, the City of Liberty, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

A 5.624 ACRE TRACT OF LAND, LOCATED WITHIN THE B.W. HARDIN SURVEY, ABSTRACT NO. 47 BEING A PORTION OF A CALLED 51.007 ACRE TRACT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021048312 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO .

The area proposed for annexation is described above. TEX. LOC. GOV'T CODE § 43.9051(d)(1). There is no anticipated financial impact on any public entity or political subdivision, other than the City of Liberty, Texas, resulting from the annexation, including any changes in the public entity's or political subdivision's revenues or maintenance and operations costs. TEX. LOC. GOV'T CODE § 43.9051(d)(2). Accordingly, the City will not need to abate, reduce, or limit any financial impact on any public entity or political subdivision. TEX. LOC. GOV'T CODE § 43.9051(d)(3). The City of Liberty anticipates an increase in its revenues resulting from the annexation.

A public hearing on the annexation and a vote on the annexation proceedings will be held by and before the City Council of the City of Liberty, Texas on the **12th day of August, 2025, at 6:00 p.m.**, in the City Council Chamber in the Liberty City Hall, located at 1829 Sam Houston St, Liberty, TX 77575, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard.

EXHIBIT A
Property Description



County: Liberty County
Project: 5.624 Acres - Annexation
Job No.: 14951

**FIELD NOTES FOR 5.624 ACRES
ANNEXATION**

Description of a 5.624 acre tract of land, located within the B.W. Hardin Survey, Abstract No. 47 being a portion of a called 51.007 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2021048312 of the Official Public Records of Liberty County Texas (O.P.R.L.C.T.), referred to hereinafter as the above referenced tract of land, said 5.624 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a 5/8-inch capped iron rod found on the East right-of-way (R.O.W.) line of State Highway 146, being the Northwest corner of the above referenced tract, same being on the South line of a called 20.00 acre tract, as recorded in C.C.F.N. 2021052024 of the O.P.R.L.C.T.;

THENCE North 88°14'38" East, along the North line of the above referenced tract, same being the South line of said called 20.00 acre tract, passing at a distance of 1,774.40 feet the Southeast corner of said called 20.00 acre tract, same being the Southwest corner of the said remainder of a called 154.00 acre tract, continuing a total distance of 3,224.36 feet to **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 88°14'38" East, along the North line of the above referenced tract of land, same being the South line of said remainder of a called 154.00 acre tract, a distance of 569.74 feet to fence post found for corner, being the Northeast corner of the above referenced tract, same being the most Westerly Northeast corner of a called 123.02 acre tract, as recorded in C.C.F.N. 2020031225 of the O.P.R.L.C.T.;

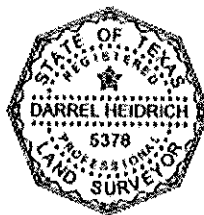
THENCE South 17°04'22" East along the East line of the above referenced tract of land, same being a Northeasterly line of said called 123.02 acre tract, a distance of 576.33 feet to a point for corner, being the Southeast corner of the above referenced tract of land;

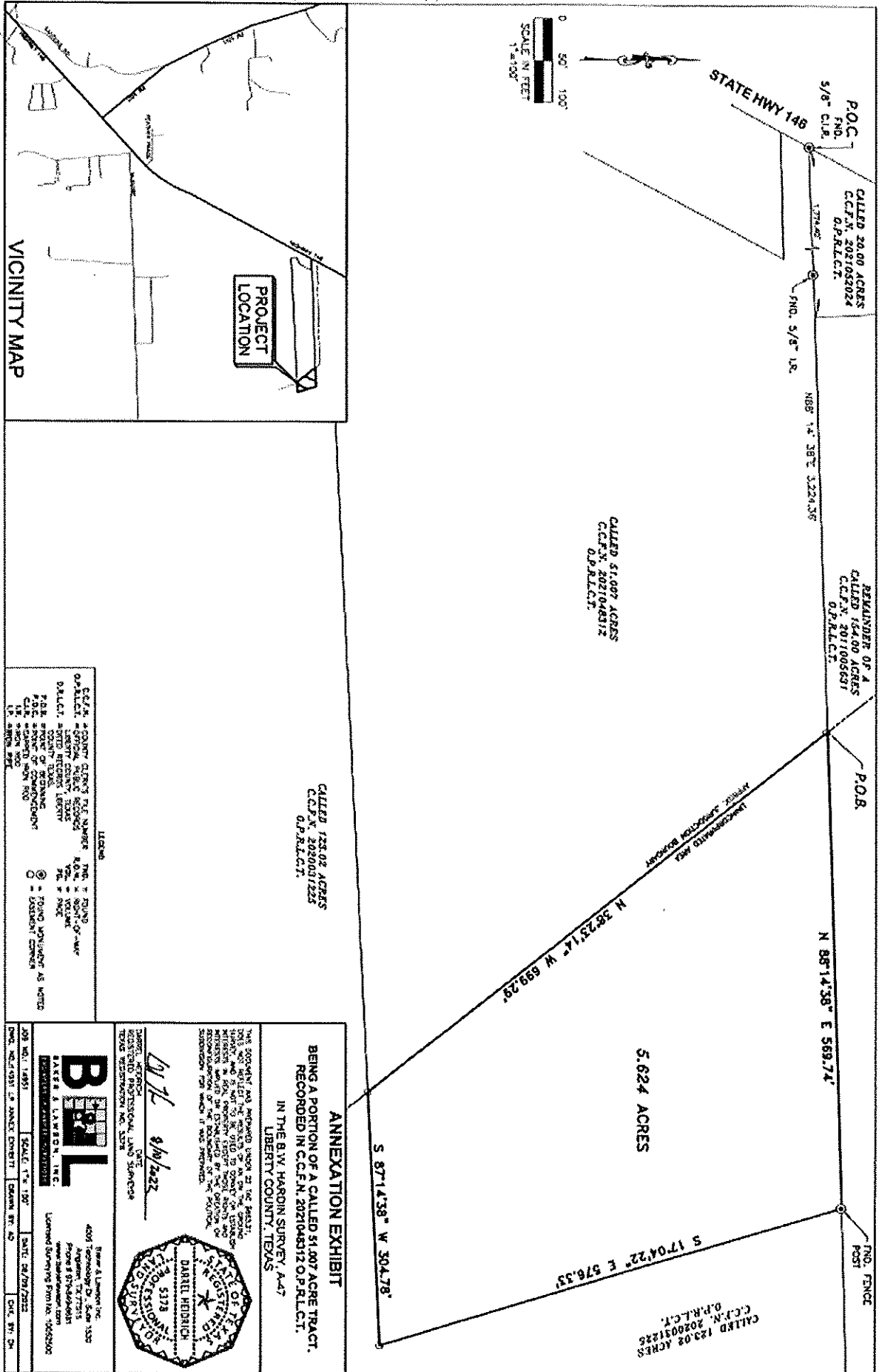
THENCE South 87°14'38" West, along the South line of the above referenced tract of land, same being a Northerly line of said called 123.02 acre tract, a distance of 304.78 feet to a point for corner;

THENCE North 38°23'14" West, over and across the above referenced tract of land, a distance of 699.29 feet to the **POINT OF BEGINNING** of the herein described tract of land, containing 5.624 acres of land, more or less.

An exhibit drawing of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DJH 9/10/2022
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378





CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING THE HEREINAFTER DESCRIBED 5.624 ACRE TRACT OF LAND TO THE CITY OF LIBERTY, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN AGREEMENT FOR THE ANNEXED PROPERTIES; AND PROVIDING A SAVINGS CLAUSE.

Department: Administration

Subject: Liberty Ranch Subdivision Annexation

Background:

Funding Source: N/A

Staff Recommendation: Staff recommends adopting the Ordinance of annexation of Liberty Ranch Subdivision



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Ordinance

Ordinance

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING THE HEREINAFTER DESCRIBED 5.624 ACRE TRACT OF LAND TO THE CITY OF LIBERTY, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN AGREEMENT FOR THE ANNEXED PROPERTIES; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, Chapter 43 of the Texas Local Government Code and the Charter of the City of Liberty, Texas, an incorporated home-rule municipality, authorize the annexation of territory, subject to the laws of this state; and

WHEREAS, a public hearing was held on August 12, 2025 in the City Council Chambers of the City of Liberty, Texas where all interested persons were provided with an opportunity to be heard on the proposed annexation of the territory fully described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the above described territory lies within the extraterritorial jurisdiction of the City of Liberty, Texas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Liberty, Texas, and the laws of this state have been duly followed with respect to the annexation of the approximately 5.624 acre tract described in Exhibit "A"; and

WHEREAS, the owner of the Property petitioned the City of Liberty for annexation; and

WHEREAS, the Property Owner and the City of Liberty both approved a development agreement regarding the Property; and

WHEREAS, the Property Owner and the City of Liberty both agree to the Service Plan Agreement attached hereto as Exhibit "B".

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

Section 1. That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. That the heretofore described property described in Exhibit "A" is hereby annexed to the City of Liberty, Liberty County, Texas, and that the boundary limits of the City of Liberty be,

and the same are hereby extended to include the above described territory within the city limits of the City of Liberty, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Liberty, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Liberty, Texas.

Section 3. A Service Plan Agreement for the area is hereby approved and adopted and is attached hereto as Exhibit "B".

Section 4. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 5. The City Secretary is hereby directed to file with the County Clerk of Liberty County, Texas, a certified copy of this ordinance.

Section 6. The above and foregoing ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED in Liberty, Texas this ___ day of August 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

SWORN TO AND SUBSCRIBED BEFORE ME by the said John Hebert, Jr., Mayor of the City of Liberty, Texas, this _____ day of _____, 2025, to certify which witness my hand and seal of office.

Notary Public, State of Texas

EXHIBIT

A

EXHIBIT A
Property Description



County: Liberty County
Project: 5.624 Acres - Annexation
Job No.: 14951

**FIELD NOTES FOR 5.624 ACRES
ANNEXATION**

Description of a 5.624 acre tract of land, located within the B.W. Hardin Survey, Abstract No. 47 being a portion of a called 51.007 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2021048312 of the Official Public Records of Liberty County Texas (O.P.R.L.C.T.), referred to hereinafter as the above referenced tract of land, said 5.624 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a 5/8-Inch capped iron rod found on the East right-of-way (R.O.W.) line of State Highway 146, being the Northwest corner of the above referenced tract, same being on the South line of a called 20.00 acre tract, as recorded in C.C.F.N. 2021052024 of the O.P.R.L.C.T.;

THENCE North 88°14'38" East, along the North line of the above referenced tract, same being the South line of said called 20.00 acre tract, passing at a distance of 1,774.40 feet the Southeast corner of said called 20.00 acre tract, same being the Southwest corner of the said remainder of a called 154.00 acre tract, continuing a total distance of 3,224.36 feet to POINT OF BEGINNING of the herein described tract of land;

THENCE North 88°14'18" East, along the North line of the above referenced tract of land, same being the South line of said remainder of a called 154.00 acre tract, a distance of 569.74 feet to fence post found for corner, being the Northeast corner of the above referenced tract, same being the most Westerly Northeast corner of a called 123.02 acre tract, as recorded in C.C.F.N. 2020031225 of the O.P.R.L.C.T.;

THENCE South 17°04'22" East along the East line of the above referenced tract of land, same being a Northeasterly line of said called 123.02 acre tract, a distance of 576.33 feet to a point for corner, being the Southeast corner of the above referenced tract of land;

THENCE South 87°14'38" West, along the South line of the above referenced tract of land, same being a Northerly line of said called 123.02 acre tract, a distance of 304.78 feet to a point for corner;

THENCE North 38°23'14" West, over and across the above referenced tract of land, a distance of 699.29 feet to the POINT OF BEGINNING of the herein described tract of land, containing 5.624 acres of land, more or less.

An exhibit drawing of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

D/HL 8/10/2022
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



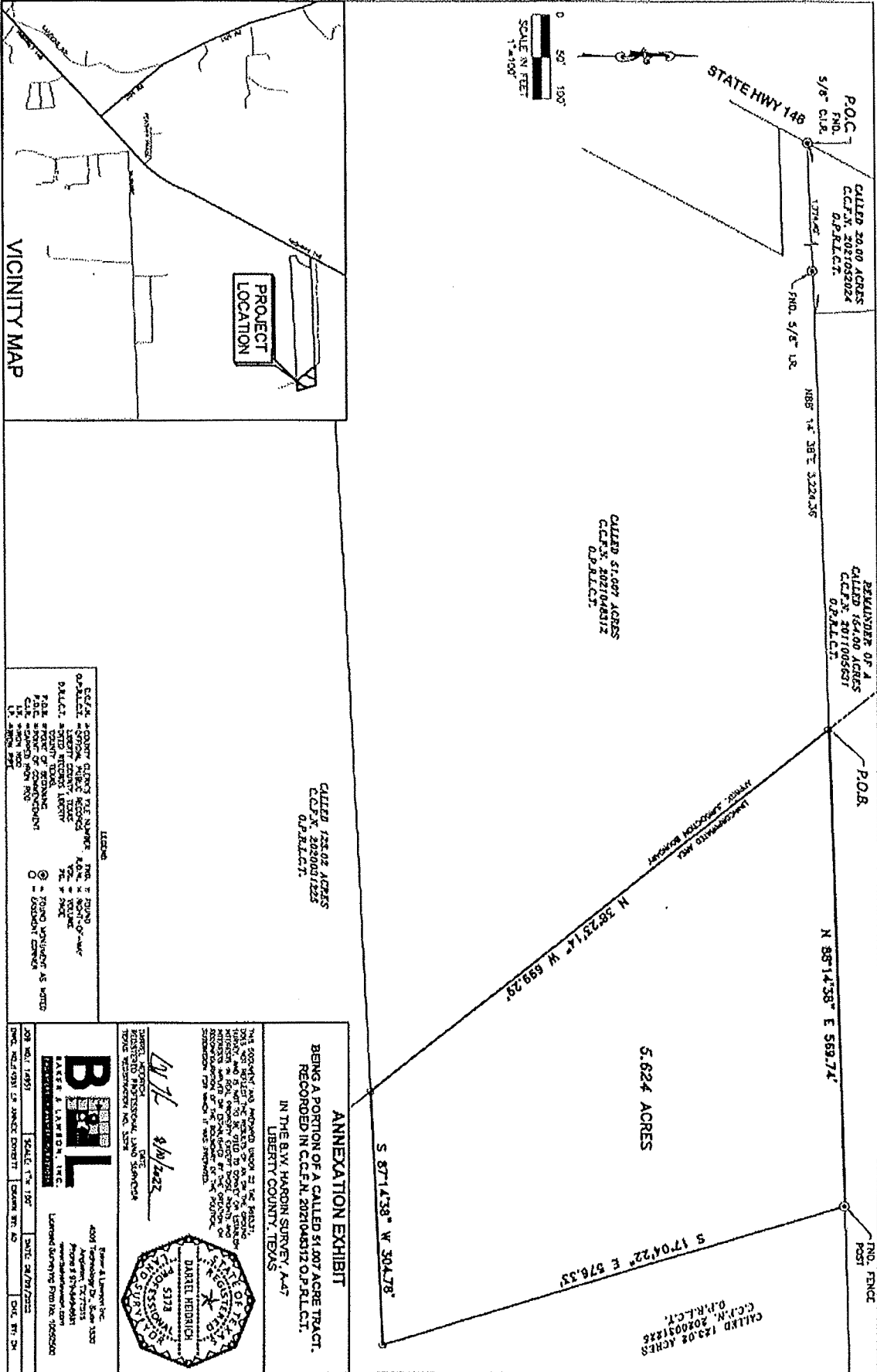


EXHIBIT B

CITY OF LIBERTY
MUNICIPAL SERVICE PLAN AGREEMENT
2025
LIBERTY RANCH LLC

I. INTRODUCTION

This Municipal Service Plan ("Plan") is made by the City of Liberty, Texas ("City") pursuant to Section 43.056 of the Texas Local Government Code. This Plan is related to the proposed 2025 annexation by the City of a tract of land comprised of APPROXIMATELY 5.624 ACRES described in the legal description attached hereto as Exhibit "1". The Tract is adjacent to the present city limit lines.

II. SERVICE PROGRAMS

In General. This Plan includes one (1) service program and the Operations and Maintenance Program, described below.

Scope and Quality of Services. Services under this Plan shall equal or exceed the number of services and the level of services in existence in the Tract immediately preceding annexation or which are otherwise available in other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Tract. However, it is not the intent of this Plan to require that a uniform level of services be provided to all areas of the City (including 2025 Annexation of 5.624 acres) where differing characteristics of topography, land utilization and population density are considered as a sufficient basis for providing differing service levels.

III. OPERATIONS AND MAINTENANCE PROGRAMS

The City will provide the statutory services required by Chapter 43 of the Texas Local Government Code as amended, in effect upon the effective date of the annexation, within sixty (60) days of the effective date of this Plan except as otherwise noted. All other City services will be provided to the same extent they are provided to similar territories elsewhere in the City. These services are as follows:

- (a) **Police Protection.** The Police Department will provide regular and routine patrols to the Tract as a part of its overall patrol activities. The department will respond to any calls for assistance to the Tract upon annexation.
- (b) **Animal Control.** The Animal Control Department and Police Department will provide animal control services to the Tract.
- (c) **Fire Service.** The Liberty Fire Department will provide fire service.

- (d) Fire Prevention. Fire prevention activities will be provided by the Fire Marshal's office in the form of subdivision and building plan review, and fire inspection of all structures in the Tract.
- (e) Building Inspection-Code Enforcement Service. Building inspection activities will be available upon annexation. The Building Inspection Department will provide consultation with project developers for building code requirements, plan review for structures in the Tract, and on-site inspection service for new construction.
- (f) Environmental Health and Health Code Enforcement Service. Enforcement of the City's environmental health ordinances and regulations shall be provided within this Tract on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the Building Inspection Department. Complaints of ordinance or regulation violations within this Tract will be answered and investigated by the Health Division beginning with the effective date of the annexation ordinance. All inspection services furnished, but not stated above, will be provided to this Tract beginning on the effective date of the annexation ordinance.
- (g) Planning and Engineering. The planning jurisdiction of the City will extend to this Tract on the effective date of the annexation. All services provided by the Public Works Department will be extended to the Tract upon annexation. The City will provide plan review for all street design and construction to ensure compliance with City street specifications.
- (h) Maintenance of Parks and Recreation. The Tract has no existing parks and recreational facilities. Parks and Recreation Department services will be provided to any Tract residents from all of the City's parks, playgrounds, and other City recreation facilities.
- (i) Street and Drainage Maintenance. The City will assume street and drainage maintenance responsibilities as the area develops in accordance with standard City policy.
- (j) Maintenance of Street Lighting. The City will provide street lighting to the Tract in accordance with standard City policy as the Tract develops.
- (k) Sanitation - Solid Waste Collection and Disposal. Solid waste collection will be made available to the Tract being considered for annexation within thirty (30) days following annexation. Service will be provided in accordance with the rates and conditions provided by City ordinances.
- (l) Maintenance of Water and Wastewater Service. The property owner plans to install new water and wastewater lines on the Property and connect to existing City of Liberty water and wastewater lines. The property owner

must comply with all city regulations regarding the design and installation of water and wastewater systems.

IV. EXISTING AND FUTURE CAPITAL IMPROVEMENTS IN THE CITY WILL BE USED TO SERVE THE TRACT

The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services in compliance with Chapter 43 of the Texas Local Government Code, as amended, in effect upon the effective date of the annexation. Those improvements, which are necessary, are as follows:

- (a) Police Protection. Using existing capital improvements, the City can provide police protection for the Area. The Police Department is currently located at 1906 Lakeland Drive. Additional capital improvements are not necessary at this time to provide police protection to the Area.
- (b) Sanitation - Solid Waste Collection and Disposal. No capital improvements are necessary at this time to provide solid waste collection services within the Tract, as described in the Operations and Maintenance Program.
- (c) Water and Wastewater Services. City water and wastewater service and capacity will be available for the land being annexed as the area develops. Water and wastewater services are not currently available on the Property. However, the Area will be included with other territory concerning planning for new, revised or expanded water and wastewater facilities. A summary of the City's policies concerning the extension of water and wastewater services is attached to and made a part of this plan.
- (d) Streets and Drainage (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under drainage ways within the Area upon annexation, pursuant to the Texas Local Government Code and similar provisions and subject to the jurisdiction of other governmental entities. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or streetlights will be provided in accordance with standard City policies and procedures. The Area will be included with other territory concerning planning for new, revised, widened or enlarged roads, streets or related facilities.
- (e) Parks and Recreation. Using existing capital improvements, the city can provide these services. Additional capital improvements are not necessary at this time to provide such services to the Tract. However, the Area will be included with other territory concerning the master planning for new parks or improved facilities at existing parks and playgrounds.
- (f) Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services, and the additional

services described above, can be provided for the Area by using existing capital improvements. Additional capital improvements at this time are not necessary to provide additional services. However, the Area will be included with other territory concerning planning for new, revised or expanded facilities, functions and services, including the additional services described above.

**SUMMARY OF EXTENSION POLICY FOR
WATER AND WASTEWATER SERVICE**

The following information is a summary of the City of Liberty's ("City") policies respecting water and wastewater service extensions. It is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing in this summary repeals any provision of the ordinances of the City of Liberty.

The City extends water and wastewater services to existing unserved development in the time period required under the Texas Local Government Code. Construction of these service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its full cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of water and wastewater lines in the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) to eliminate wastewater overflows, (3) to provide transmission of water as necessary, and (4) to provide adequate capacity for project service requirements.

Persons wishing to develop land in unserved areas are responsible for constructing water and wastewater service lines and extensions to serve the new development, and must complete the subdivision process, including review by the City. The required size of lines and extensions shall depend on the size and nature of the development. New developments and connections are subject to water and wastewater impact fees adopted by the City of Liberty.

This Service Plan Agreement is approved this _____ day of _____, 2025 by the City of Liberty, Texas and Liberty Ranch LLC.

CITY OF LIBERTY

Liberty Ranch LLC

John Hebert, Jr., Mayor

Charles Von Schmidt

EXHIBIT

1

EXHIBIT A
Property Description



County: Liberty County
Project: 5.624 Acres - Annexation
Job No.: 14951

**FIELD NOTES FOR 5.624 ACRES
ANNEXATION**

Description of a 5.624 acre tract of land, located within the B.W. Hardin Survey, Abstract No. 47 being a portion of a called 51.007 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2021048312 of the Official Public Records of Liberty County Texas (O.P.R.L.C.T.), referred to hereinafter as the above referenced tract of land, said 5.624 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

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THENCE North 88°14'38" East, along the North line of the above referenced tract, same being the South line of said called 20.00 acre tract, passing at a distance of 1,774.40 feet the Southeast corner of said called 20.00 acre tract, same being the Southwest corner of the said remainder of a called 154.00 acre tract, continuing a total distance of 3,224.36 feet to POINT OF BEGINNING of the herein described tract of land;

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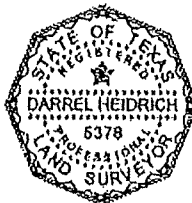
THENCE South 17°04'22" East along the East line of the above referenced tract of land, same being a Northeasterly line of said called 123.02 acre tract, a distance of 576.33 feet to a point for corner, being the Southeast corner of the above referenced tract of land;

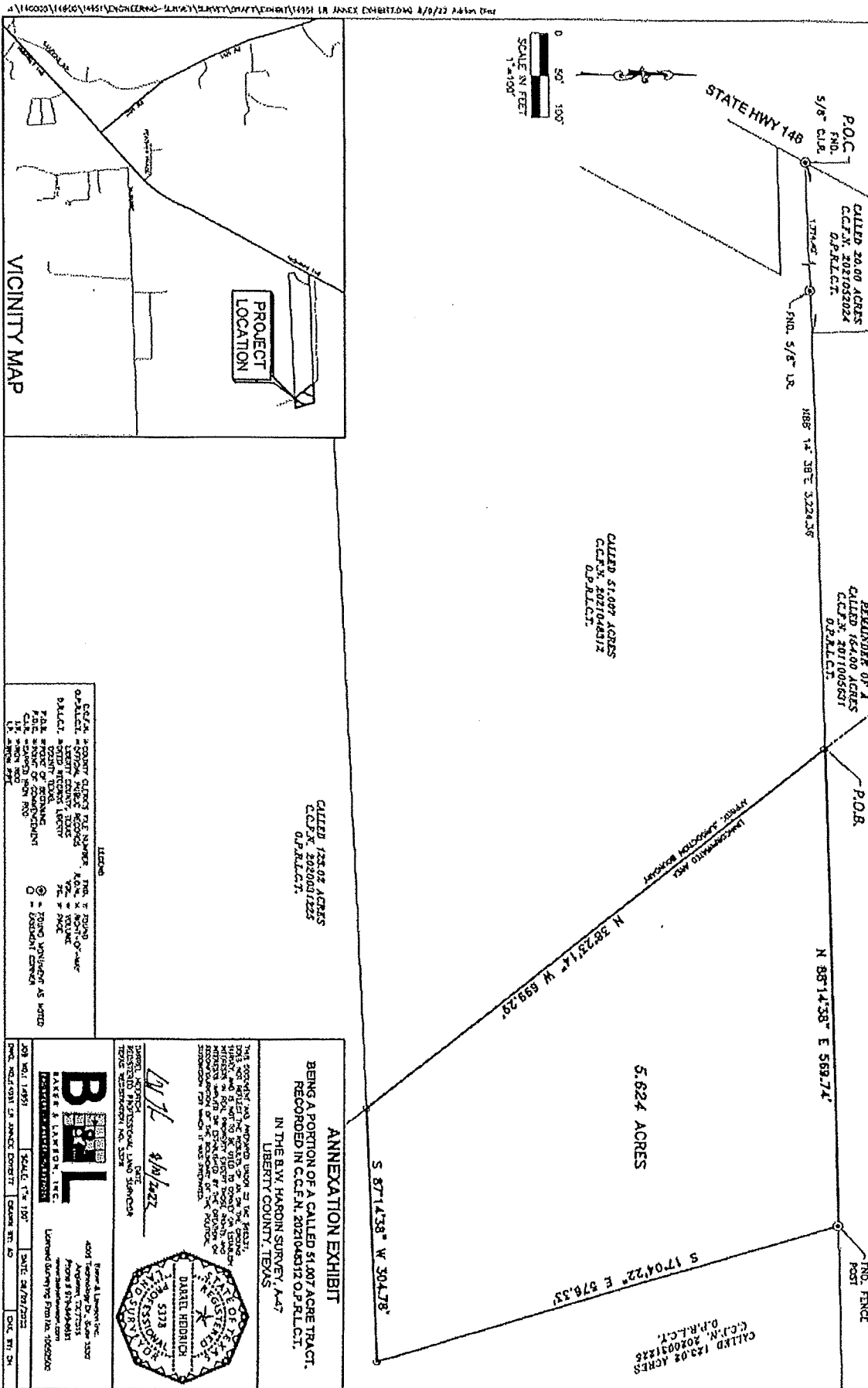
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An exhibit drawing of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DJH 8/10/2022
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378





CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: 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 AN AMENDMENT TO THE JOINT OPERATING AGREEMENT WITH THE CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT FOR THE PORT OF LIBERTY.

Department: Administration

Subject: Port of Liberty Board

Background: The Port of Liberty Board is currently a three (3) member board. The board is requesting an amendment to change the board to a five (5) member board. This amendment will allow the board appointments to be as followed - 2 members appointed by the Chambers-Liberty Counties Navigation District, 2 members appointed by the City of Liberty, and the City shall nominate three qualified citizens for the fifth position that the District shall appoint one of the three nominees to the board.

Funding Source: N/A

Staff Recommendation: Staff recommends approving this amendment.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Action Item

Resolution

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 AN AMENDMENT TO THE JOINT OPERATING AGREEMENT WITH THE CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT FOR THE PORT OF LIBERTY.

WHEREAS, the City of Liberty and the Chambers-Liberty Counties Navigation District approved an amended Joint Operating Agreement governing the terms and conditions of their joint ownership, control and operation of the Port of Liberty on June 11, 2002; and

WHEREAS, the parties hereto desire to alter and amend the Amendment by adding two (2) additional members to the Port's Board of Directors with both the City and Navigation District making a new appointment to the Board; and

WHEREAS, the City Council finds that it will be beneficial to increase the size of the Port's Board of Directors as set forth in the Amendment to the Joint Operating Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the Amendment to the Joint Operating Agreement with the Chambers-Liberty Counties Navigation District attached as Exhibit "A".

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

**AMENDMENT III. TO
JOINT OPERATING AGREEMENT**

WHEREAS, on the 11th day of June 2002, the Chambers-Liberty Counties Navigation District and the City of Liberty, Texas amended the Joint Operating Agreement governing the terms and conditions of their joint ownership, control and operation of the Port of Liberty, of which the district and city would own and share equally the responsibility of the Port of Liberty; and

WHEREAS the parties hereto desire to alter and amend the Amendment of June 11, 2002:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Section VII. APPOINTMENT OF BOARD, of the Amendment ratified and confirmed on June 11, 2002, between the Chambers-Liberty Counties Navigation District and the City of Liberty, Texas is herewith and hereby altered, amended and supplemented as follows, to-wit:

Section VII. APPOINTMENT OF BOARD

It is agreed that this section shall be altered, amended and modified that from and after the execution of this agreement the District shall appoint two members to the Board. The City of Liberty shall appoint two members to the Board, and the City shall nominate three (3) qualified citizens for the fifth position. The District shall appoint one of the three citizens nominated to be the fifth member of the Board.

As herein altered, changed, modified and amended, the Amendment to the Joint Operating Agreement dated June 11, 2002, by and between the Chambers-Liberty Counties Navigation District and the City of Liberty, Texas is hereby in all things ratified and confirmed.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 15th
day of July, A.D. 2025.

CITY OF LIBERTY

By: _____
Mayor

ATTEST:

City Secretary

CHAMBERS-LIBERTY COUNTIES
NAVIGATION DISTRICT

By: _____
David Barber, Chair

ATTEST:

 Secretary

Frank Jordan, Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: 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 AN INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR A HAZARD MITIGATION GRANT PROGRAM (HMGP) CONTRACT

Department: Public Works

Subject: WCID #5 Interlocal Agreement

Background: The Water Control Improvement District #5 (WCID #5) and the City are responsible for regulating drainage within the City and the City's Extraterritorial Jurisdiction (ETJ). During the February Winter Weather, Pump Stations A & B sustained significant damage. As WCID #5 could not apply for the TDEM-HMGP grant themselves, the City of Liberty filed for the grant with the help of Traylor and Associates procured by WCID #5. A draft copy of the agreement is enclosed.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the resolution authorizing the Mayor to execute the interlocal agreement with WCID #5.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Public Works
Category: Resolution

Resolution

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 AN INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR A HAZARD MITIGATION GRANT PROGRAM (HMGP) CONTRACT

WHEREAS, the City of Liberty and the Liberty County Water Control and Improvement District #5 ("District") are responsible for regulating drainage within the City and the City's ETJ; and

WHEREAS, the City Council desires to work with the District in order to obtain grant funds needed to help serve the citizens of Liberty; and

WHEREAS, the City is an eligible applicant for Hazard Mitigation Grant Program funds through the Texas Department of Emergency Management and/or the Federal Emergency Management Agency; and

WHEREAS, the City has identified a potential threat to the public health and safety and wishes to mitigate future damages, losses, and injuries; and

WHEREAS, the City, on behalf of District, has applied for DR-4586 Hazard Mitigation Grant Program funds through TDEM for the purpose of providing infrastructure improvements that, upon completion, will be owned and operated by District;

WHEREAS, City and District desire to contract with one another in order to better serve the citizens of Liberty.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the interlocal agreement for a Hazard Mitigation Grant Program (HMGP) Contract with Liberty County Water Control and Improvement District #5 attached as Exhibit "A".

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

INTERLOCAL AGREEMENT
FOR
HAZARD MITIGATION GRANT PROGRAM (HMGP) CONTRACT

STATE OF TEXAS §

COUNTY OF LIBERTY §

This Agreement is entered into by and between the City of Liberty, Texas, hereinafter referred to as "CITY", and the Liberty County Water Control and Improvement District #5, hereinafter referred to as "DISTRICT".

WITNESSETH

WHEREAS, CITY and DISTRICT are authorized to enter into this Interlocal Agreement pursuant to Tex. Gov't. Code Ann., Section 791.001, et seq. known as the Interlocal Cooperation Act; and

WHEREAS, CITY is an eligible applicant for Hazard Mitigation Grant Program funds through the Texas Department of Emergency Management (TDEM) and/or the Federal Emergency Management Agency (FEMA); and,

WHEREAS, CITY and DISTRICT desire to promote the general health and safety of residents; and,

WHEREAS, CITY has identified a potential threat to the public health and safety and wishes to mitigate future damages, losses and injuries; and,

WHEREAS, CITY, on behalf of DISTRICT has applied for DR-4586 Hazard Mitigation Grant Program (HMGP) funds through the Texas Department of Emergency Management (TDEM) for the purpose of providing infrastructure improvements that, upon completion, will be owned and operated by DISTRICT.

WHEREAS, in order to accomplish the above-mentioned necessary improvements, DISTRICT desires to contract with CITY, whereby CITY will enter into the following necessary contractual agreements:

Contract with the Texas Department of Emergency Management (an agency of the State of Texas) and/or the Federal Emergency Management Agency (an agency of the United States); and

Contract with Gary R. Traylor & Associates Incorporated as solicited in accordance with the requirements of 2 CFR 200 by CITY; and,

Contract with Freese and Nichols as solicited in accordance with the requirements of 2 CFR 200 by CITY; and,

Ancillary Construction Contracts, as necessary; and

Contracts with appropriate third parties for surveying services, appraisal services, property acquisition services and other services, if necessary, for acquisition of property rights with respect to the improvements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties mutually agree, as follows:

PURPOSE

It is the purpose of the parties to this Interlocal Agreement to set forth the terms, rights and duties of the parties hereto whereby CITY, as a unit of general local government, will administer the above-described grant funds for the project described herein, and in the exhibits attached hereto, and whereby CITY will provide certain administrative services relating thereto for the ultimate benefit of DISTRICT.

TERMS, RIGHTS AND DUTIES

PART I - SERVICES AND CONDITIONS

1.1 Subject to the provisions hereof, CITY agrees to administer the Hazard Mitigation Grant Program grant funds described herein, as CITY is a unit of general local government, doing so for the ultimate benefit of DISTRICT.

1.2 CITY further agrees to enter into the following contracts on behalf of DISTRICT:

1.2.1 Contract with the Texas Department of Emergency Management (an agency of the State of Texas) and/or the Federal Emergency Management Agency to provide Hazard Mitigation Grant Program funds;

1.2.3 Contract with Gary R. Traylor & Associates Incorporated for the provision of necessary and related grant management services.

1.2.4 Contract with Freese and Nichols for the provision of project engineering services.

1.3 CITY further agrees to administer said grant funds, pursuant to Contract.

1.4 The parties hereto agree that certain financial obligations, responsibilities, and liabilities may be incurred by CITY, pursuant to the entering into of the above-mentioned contracts and the administration of said grant funds.

1.5 CITY further agrees that, as to easements or other miscellaneous goods and services which may be necessary for the project's completion, DISTRICT is authorized to act as the

CITY's agent and incur such costs, in accordance with the budget as established in CITY's contract with TDEM/FEMA, as may be necessary and reasonable for said easements, services and goods, in accordance with Federal laws (including, without limitation, the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended), State laws and HMGP Program rules and regulations.

1.6 CITY further agrees to reimburse DISTRICT from grant funds for any such eligible program costs as allowed in Section 1.5, above. DISTRICT agrees to present any and all documentation requested by the CITY prior to cash drawdowns by the CITY of TDEM/FEMA contract funds for such reimbursement.

1.7 The CITY agrees to enter into the following contracts on behalf of the DISTRICT:

Ancillary Contracts as necessary; and

Contracts with appropriate third parties for surveying services, appraisal services, property acquisition services and other services, if necessary, for acquisition of property rights with respect to the improvements.

1.8 DISTRICT agrees that the reimbursement to DISTRICT from grant funds for eligible program costs as allowed in Section 1.5, above, will be limited to the budget as established in CITY'S contract with TDEM/FEMA.

1.9 CITY further agrees that, as to easements which are necessary, DISTRICT is authorized to proceed with acquisition in DISTRICT'S name in accordance with Federal laws, State laws and HMGP Program rules and regulations.

1.9.1 DISTRICT shall take title and commits to maintain and operate improvements.

1.10 DISTRICT hereby agrees that it will completely indemnify and hold harmless CITY from any and all claims, of whatever kind, and from any and all financial obligations or claimed obligations relating to said grants funds or related to the agreements listed in Section 1.2 and Section 1.5 of this Interlocal Agreement, insofar as any such claim or obligation cannot be paid out of grant funds.

1.11 DISTRICT agrees, in carrying out its obligations hereunder, to act in compliance with all federal laws, including, without limitation, the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended, state laws and HMGP Program rules and regulations.

PART II - TERM

The term of this Interlocal Agreement shall commence on the date of CITY's acceptance of the grant funds made the basis of this Interlocal Agreement, and continue in full force and effect through the extinguishing of any and all claims, obligations, or responsibilities, of whatever kind,

relating to the administering of said grant funds or the agreements listed in Section 1.2 and Section 1.5 of this Interlocal Agreement.

PART III - SEVERABILITY

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such *invalidation*, illegality or unenforceability shall not affect any other provision hereof and this Interlocal Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

PART IV - ENTIRETY

This Interlocal Agreement contains the entire Agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly contained in this Interlocal Agreement are of no force and effect.

IN WITNESS WHEREOF, CITY AND DISTRICT enter into this Interlocal Agreement
EFFECTIVE _____.

APPROVED BY the CITY OF LIBERTY, TEXAS on the ____ day of _____, 2025,
and executed by JOHN HEBERT, JR., Mayor, as authorized representative of CITY.

ATTEST: CITY OF LIBERTY, TEXAS

By: _____
April Gilliland, City Secretary

By: _____
John Hebert, Jr., Mayor

APPROVED BY THE BOARD OF DIRECTORS OF THE LIBERTY COUNTY WATER
CONTROL DISTRICT #5 on the ____ day of _____, 2025, and executed by
DAVID PAPILLION, Board President, as authorized representative of DISTRICT.

ATTEST: LIBERTY COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT #5

By: _____
Warren Lemellle, Secretary

By: _____
David Papillion, President

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRAYLOR & ASSOCIATES, INC FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) ADMINISTERED BY THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

Department: Administration

Subject: 2022 TDEM-HMGP funding under the DR-4586 February Winter Weather

Background: The DR-4586 February Winter Weather Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) was applied for by WCID #5 through the City of Liberty for Pump Station A & B Rehab Project. With the grant in the award process the enclosed Administration/Professional Services Agreement needs to be executed by the City.

Funding Source: The administration costs associated with this project will be paid from the grant proceeds and WCID #5.

Staff Recommendation: Staff recommends approval of the resolution authorizing the Mayor to execute an agreement with Traylor & Associates, Inc.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRAYLOR & ASSOCIATES, INC FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) ADMINISTERED BY THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

WHEREAS, the City of Liberty is responsible for regulating drainage within the City and the City's ETJ; and

WHEREAS, the City Council desires to seek grant funding under the general direction of the Hazard Mitigation Grant Program (hereinafter called "HMGP") administered by the Texas Division of Emergency Management; and

WHEREAS, the City has an interest in 2022 TDEM-HMGP for available funding under the DR-4586 February Winter Weather; and

WHEREAS, the City desires to engage Traylor & Associates, Inc. to render certain professional/administration services in connection with these HMGP Projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby authorizes the Mayor to negotiate and execute an agreement with Traylor & Associates, inc. for the Hazard Mitigation Grant Program (HMGP) administered under TDEM.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

ADMINISTRATION/PROFESSIONAL SERVICES

for
Project No.
DR 4586-0075

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025 by and between the CITY OF LIBERTY hereinafter called the "CITY," acting herein by John Hebert, Jr., Mayor, hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Mark Taylor, President.

WITNESSETH THAT:

WHEREAS, the City desires to seek grant funding under the general direction of the Hazard Mitigation Grant Program (hereinafter called "HMGP") administered by the Texas Division of Emergency Management (hereinafter called "TDEM");

WHEREAS, the City has an interest in 2022 TDEM-HMGP for available funding under the DR-4586 February Winter Weather; and,

WHEREAS, the City desires to engage Traylor & Associates, Inc. to render certain professional /administration services in connection with these HMGP Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than _____, or the Period of Performance as stated in extension(s) approved by FEMA, whichever occurs later.
3. Local Program Liaison - For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the City. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. FEMA, Department of Homeland Security (DHS), Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM) or Texas Water Development Board (TWDB) as the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
5. Retention of Records - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies

and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - e. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid shall not exceed ***One Hundred Forty-one Thousand Seven Hundred and No/100 Dollars (\$141,700.00)***. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TDEM contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, and all exhibits and attachments, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(City's Authorized Representative)
John Hebert, Jr.
(Printed Name)
Mayor
(Title)

BY: _____
(Contractor's Authorized Representative)
Mark Taylor
(Printed Name)
President
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services, if requested and assigned by the City:

a. Mitigation Projects-Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award*--(services associated with developing and requesting Federal disaster assistance), including:

- Application Development including Scope of Work (SOW), budget, and schedule
- Coordinate Responses to FEMA/State requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA) with engineer or local staff
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)

Management Activities - (services associated with administering Federal disaster assistance), including but not limited to:

- Record keeping and financial management
- Geocoding mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, appraisal coordination, outreach, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Project Monitoring: monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements
- Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:
 - The approved SOW was fully implemented
 - All obligated funds were liquidated and in a manner consistent with the approved SOW
 - All EHP compliance grant conditions were implemented and documented as required
 - The project was implemented in a manner consistent with the Federal award or subaward agreement
 - The pass-through entity submitted the required quarterly financial and performance reports
 - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout)

PART III
PAYMENT SCHEDULE**

The City shall reimburse Contractor for management/administrative services provided for completion of the following project milestones in the amount not to exceed ***One Hundred Forty-one Thousand Seven Hundred and No/100 Dollars (\$141,700.00)***.

FEE SCHEDULE

Generators (4586-0075)			
1	Establish Record Keeping and Financial Management System	15%	\$ 21,255.00
2	Coordinate implementation approved activities to include delivery of technical assistance, submittal of documentation in system of record	15%	\$ 21,255.00
3	Manage awards (e.g., quarterly reporting, reimbursement requests)	25%	\$ 35,425.00
4	Project Monitoring (evaluate progress of the mitigation activity, adhere to approved SOW and budget, compliance with program requirements)	25%	\$ 35,425.00
5	Project closeout	10%	\$ 14,170.00
6	Program closeout per TDEM/FEMA requirements	10%	\$ 14,170.00
TOTAL			\$ 141,700.00

*****Payment of the fees associated with Part III – Payment Schedule of this agreement, shall be contingent upon funding. In the event grant funds are not awarded to the City by TDEM through the Hazard Mitigation Grant Program, this agreement shall be terminated by the City.***

PART IV

TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, and this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TDEM and/or TWDB and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TDEM and/or TWDB and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between TDEM and/or TWDB and the City or this Agreement. The

Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDEM and/or TWDB and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

15. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel,

terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
17. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Small and Minority Businesses. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
19. DHS Seal. Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
20. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). As amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds

that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

22. Solid Waste Disposal Act. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

23. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
24. Use of Products Containing Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –
- Prohibitions*.
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- 1) This clause does not prohibit contractors from providing –
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - (i) Are *not used* as a substantial or essential component of any system, and
 - (ii) Are *not used* as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.
26. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- For purposes of this clause:
- Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
27. FEMA Financial Assistance Acknowledgement. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
28. Federal Government – No Party to Contract. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
29. Contractor Acknowledgement. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

A RESOLUTION OF THE LIBERTY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5 BOARD OF DIRECTORS SELECTING A GRANT WRITER/ADMINISTRATOR TO ASSIST THE DISTRICT IN ITS APPLICATION AND ADMINISTRATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR DR-4586 FEBRUARY WINTER WEATHER.

WHEREAS, the Liberty County Water Control & Improvement District No. 5 and its citizens sustained significant damages as a result of the February Winter Weather event;

WHEREAS, the repair and/or replacement of damages caused by or as a result of the February Winter Weather event, and other projects, as eligible, needed and determined by the Liberty County Water Control & Improvement District No. 5, is of vital importance to the citizens of the Liberty County Water Control & Improvement District No. 5;

WHEREAS, the Liberty County Water Control & Improvement District No. 5 desires assistance in application preparation and, if awarded, the subsequent implementation and administration of the funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586;

WHEREAS, the Liberty County Water Control & Improvement District No. 5 has sought proposals from administrative consultants for Application Preparation and Project Administration;

WHEREAS, the Liberty County Water Control & Improvement District No. 5 performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200; and,

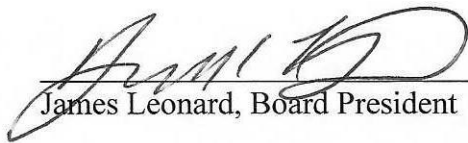
WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LIBERTY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5 AS FOLLOWS:

SECTION 1. The Board has reviewed and hereby formally selects the firm of:

Traylor & Associates as the administrative consultant for application preparation, project administration and project-related management services, if awarded, for funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE LIBERTY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5 on this 6th day of October 2021.



James Leonard, Board President

ATTEST:



Carolyn Horn, Office Manager

A RESOLUTION OF THE LIBERTY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5, TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING THE BOARD PRESIDENT AND BOARD VICE PRESIDENT TO ACT AS THE DISTRICT'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE DISTRICT'S PARTICIPATION IN THE DR-4586 HAZARD MITIGATION GRANT PROGRAM.

WHEREAS, the Board of Directors of the Liberty County Water Control & Improvement District No. 5, Texas desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

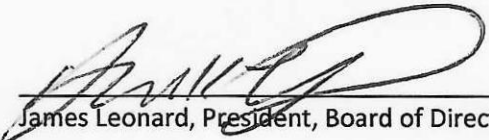
WHEREAS, the District desires to develop a viable community, including decent housing and a suitable living environment; and

WHEREAS, it is necessary and in the best interests of the District to apply for funding under the DR-4586 Hazard Mitigation Grant Program;

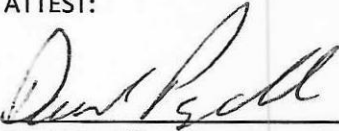
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LIBERTY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5 TEXAS:

1. That one or more Hazard Mitigation Grant Program applications is hereby authorized to be filed on behalf of the District with the Texas Division of Emergency Management for eligible projects.
2. That the District's application(s) be placed in competition for funding under the February Winter Weather DR-4586 program.
3. That the application(s) be for up to \$7,036,632.96 of grant funds to construct improvements, project engineering, acquisition, and grant administration.
4. That the Board of Directors directs and designates the Board President and Board Vice President as the District's Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and the District's participation in the Hazard Mitigation Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the District is committing up to \$2,198,947.80 from its General Fund as a cash contribution and/or in-kind services toward the engineering and construction activities of the selected project.

Passed and approved this 27th day of October, 2021.


James Leonard, President, Board of Directors

ATTEST:


David Papillion, Secretary, Board of Directors

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: 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 AN AGREEMENT WITH HR GREEN TO PERFORM ENGINEERING SERVICES RELATED TO THE LIBERTY FORGE LIFT STATION IMPROVEMENTS

Department: Administration

Subject: Liberty Forge Lift Station Improvements

Background:

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

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 AN AGREEMENT WITH HR GREEN TO PERFORM ENGINEERING SERVICES RELATED TO THE LIBERTY FORGE LIFT STATION IMPROVEMENTS

WHEREAS, the City of Liberty provides sanitary sewer utility services to areas within the City; and

WHEREAS, the City currently operates a sewer lift station, known as the Liberty Forge Lift Station, which helps provide sanitary sewer services to industrial customers; and

WHEREAS, the City Council finds it necessary to explore the option of making improvements to the Liberty Forge Lift Station; and

WHEREAS, the City Council finds that the engineering firm, HR Green is qualified and capable of providing the engineering services needed for the Liberty Forge Lift Station project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the agreement, attached as Exhibit "A", with HR Green to perform engineering services related to the Liberty Forge Lift Station improvements, and authorizes the Mayor to execute said agreement.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



PROFESSIONAL SERVICES AGREEMENT

For

Engineering Services related to Liberty Forge Lift Station Improvements

Bryan Kendrick, MSML
City Manager
City of Liberty, Texas
1829 Sam Houston
Liberty TX, 77575
(936) 336-3684

John N. Mudd, PE
Project Manager
HR Green, Inc.
11011 Richmond Ave, Suite 200
Houston, TX 77042
HR Green Project Number 2402369

July 29, 2025

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5.0	SERVICES BY OTHERS
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8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between the City of Liberty, Texas (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY prepared a Preliminary Engineering Report (PER) dated May 19, 2016, that identified areas of improvement for the City wastewater collection and treatment system including the manholes, collection lines, lift stations, and wastewater treatment plant (WWTP). Replacement / Rehabilitation of the Liberty Forge Lift Station (LS) were included as part of the Priority C infrastructure improvement recommendation in the PER. COMPANY reviewed the site in 2024 and determined a high level scope for the replacement of the existing Liberty Forge Lift Station. Scoping for the project is as follows:

Work described herein is for improvements to Liberty Forge LS (presented as Priority C in the PER and updated per 2024 site visit), generally includes:

- Natural Gas backup generator and associated electrical disconnect set up,
- New access road,
- Installation of new packaged lift station, including pumps, rails, piping, electrical controls and SCADA,
- Demolition and removal of existing lift station structure,
- Site/civil improvements, and
- Electrical improvements (relocate panels, install junction box, provide disconnect switch).
- Floodplain management – Site sits within the 500 year floodplain and will need to be considered in design.

Additional items discussed with the CLIENT, but are not necessarily included in this current scoping document and agreement:

- Replacement of existing 2-inch force main with new 4-inch force main,
- Easement or Property Acquisitions as required

COMPANY has been retained by CLIENT to provide engineering services for the design of the components presented in the Scope of Services, and assistance with the bidding and construction phases of the project.

1.2 Key Issues

- Design is based on findings from the PER dated 5/19/16, additional elements added by CLIENT following emergency repairs and the 2024 site visit to note current conditions.
- The area where the existing and proposed lift stations are located, are within the 500-year floodplain. Proposed improvements will be designed to meet City and TCEQ requirements for infrastructure located in the 500-year floodplain area.

- Existing points of influent sewer need to be reconnected to the proposed sanitary sewer system.
- One specific connection has influent that contains coarse materials that have had negative impacts to the existing lift station equipment. The Lift Station will implement measures to accommodate for the coarse influent.

1.3 Design Criteria/Assumptions

- COMPANY's approach will focus on proactive communication and project management as well as the application of our broad engineering expertise to deliver applicable system planning alternatives. COMPANY will utilize existing data available from CLIENT.
- No traffic control plans have been included due to the size of the site.
- Replacement of the existing 2-inch force main is not considered to be part of the scope.
- With keeping the 2-inch force main, the City will have to utilize a grinder style pump to meet TCEQ criteria. COMPANY will coordinate with TCEQ to gather all project approvals.
- CLIENT has opted to install a natural gas generator for redundant back-up power. COMPANY will work with and coordinate with CenterPoint for the service connection that will be required at the site.
- CLIENT to provide Land or Easement Acquisitions services as required.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

PHASE 1 – DESIGN PHASE SERVICES

TASK A – PROJECT MANAGEMENT

1. Project Management. Provide on-going project management during this phase. Project management to include review of budget and schedule, project staffing, invoicing to the client, and internal/subconsultant coordination. Assume design will last for four (4) months.
2. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines. Project kick-off will be held virtually.
3. Data Collection. COMPANY will work with CLIENT to gather data needed for this work.
 - a. CLIENT to provide any existing property easement agreements or data regarding property ownership, easements, or agreements where facilities are located and adjacent lands.
 - b. CLIENT to provide locations of water and storm utilities in the vicinity of Liberty Forge LS.

4. Project Progress Meeting. Conduct periodic meetings and conference calls to keep CLIENT informed of progress on the project. Provide a summary of the project tasks, schedule and budget. Assume four (4) progress meetings with CLIENT (does not include meetings described in Task B). 1 meeting will be held in person. The remaining 3 meetings will be virtual.
5. City Council Update. No council meetings are assumed during this phase of work.
6. Regulatory Coordination. COMPANY will coordinate with the Texas Commission on Environmental Quality (TCEQ) for proposed improvements.
7. COMPANY will coordinate with CenterPoint on how the natural gas service will be provided to the Site.
8. Funding Coordination. COMPANY will coordinate cost information, prioritization and schedule with City.
9. QC Review. Conduct an internal quality control (QC) review of the design and costs.

TASK B – DESIGN PHASE SERVICES

1. Design for improvements to the Liberty Forge LS as defined in the PER and as described in Section 1.1 herein and accepted by CLIENT.
2. Existing data review for property information, and existing easement information. Identification of permits required or agency coordination for the project site.
3. Survey and Geotechnical Services for the project site is included in Additional Services.
4. Develop conceptual design of lift station replacement, including confirmation of original high-level recommendations and associated costs. Submittal to CLIENT to review conceptual designs, and survey. Discuss any changes to assumptions made during early scoping phase.
5. Prepare construction specifications and contract documents for the project site. COMPANY's standard specifications and contract documents will be used. Contract documents will be submitted for review at 75%, and 100% (Design Completion) Milestones. CLIENT roundtable meetings will be held after the 75% and 100% milestones to discuss content and schedule of project and receive comments to be incorporated into the contract documents.
 - a. 75% Design generally is defined to include the following:
 - i. Preparation of final site plans including locations of structures, access roads, equipment, major piping, and the site plans are all finalized during this phase to allow final detailing in the next phase of design.
 - ii. Preparation of preliminary site grading drawings, construction phasing, and storm water control concepts, as needed.
 - iii. Preliminary sections and plan and profile drawings, as needed.
 - iv. Develop one-line diagrams and electrical layouts for lift station. Develop preliminary P&IDs.
 - v. Draft specifications for major equipment, including Pump Station Package.

- b. 100% (Design Completion) generally is defined as the final review of documents prior to submittal to permitting agencies and prior to bidding. Final documents are submitted to CLIENT for review and comments are incorporated into final bid set documents. Bid-set documents are submitted to regulatory agencies.
6. Prepare an opinion of probable cost for the project at the 75% milestones. Provide a final opinion of probable cost for the project to file with the completed documents.
7. Submit 2 copies of the drawings, specifications, contract documents, and opinion of probable cost at the 75% and 100% milestones to CLIENT for review.
8. Drawings to include the following sheets:
 - a. Cover Sheet with Location Map and Sheet Index (2 sheets)
 - b. Legend and Abbreviations (1 sheet)
 - c. General Notes, including any traffic control, SWPPP, and bypass pumping (2 sheet)
 - d. Project Work Area Plan (1 sheet)
 - e. Standard Details for Site and Lift Station (4 sheets)
 - f. SWPPP and Details for Site and Lift Station (2 sheets)
 - g. Survey Control Plan and Site Plan (2 sheet)
 - h. Demolition Plans and Sections (1 sheet)
 - i. Civil Site Plans (2 sheets)
 - j. Liberty Forge Lift Station Plans (Structural/Electrical and Mechanical) Sections, and Details (6 sheets)
9. Provide an internal quality assurance and quality control review of final documents.
10. Prepare and submit construction permit application documents to the TCEQ for approval.
11. Coordinate and finalize any costs and efforts associated with CenterPoint provided natural gas service to the lift station site.
12. Develop a final project schedule for advertisement, bidding, and construction completion.

PHASE 2 – BIDDING PHASE SERVICES (One Bid Package)

TASK – BIDDING PHASE SERVICES

1. Provide on-going project management for this phase of the project. This phase is expected to be completed within one to two (1-2) months.
2. Provide construction documents to CLIENT. COMPANY will assist with distribution, to prospective bidders, contractors, subconsultants, area plan houses, and material/equipment suppliers. Construction documents will be delivered electronically only.
3. Assist CLIENT in advertising for and obtaining bids for construction. COMPANY to receive and process deposits for bidding documents and maintain a record of prospective bidders to whom bid documents have been issued.

4. COMPANY to correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
5. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
6. Attend the pre-bid meeting (one meeting). COMPANY's role will include the technical elements of the construction projects, construction sequencing, etc. COMPANY will prepare meeting notes for incorporation into CLIENT-issued addenda.
7. Attend bid opening and assist CLIENT with opening of bids. COMPANY will prepare bid tabulation sheets and assist CLIENT in evaluating bids and awarding contracts for construction.
8. Prepare construction contract documents and deliver the executed documents to the CLIENT and its legal counsel for review.

PHASE 3 – CONSTRUCTION PHASE SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

1. Provide on-going project management for this phase of the project. This phase is expected to be completed in approximately 6 months from the date of bid opening.
2. Attend a pre-construction meeting with CLIENT, contractor, subcontractors, and other public and private utility companies. Distribute meeting minutes to all attendees. Issue a Notice-to-Proceed to contractor.
3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration. Act as CLIENT'S representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT. Project duration is estimated to have an approximate 6-month construction schedule.
4. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor; however, COMPANY cannot guarantee the performance of any contractor.
5. Respond to requests for clarification and, review and recommend action on contractor-initiated claims. Prepare letter scopes of work for design based contract modifications, COMPANY's estimates for change orders, and process change orders. Assume 4 RFIs.
6. Review contractor submittals required by the contract documents and make appropriate responses. It is assumed that 10 submittals will be received and 20% of the submittals will need to be re-submitted.
7. Review construction schedule and monthly updates for general compliance with design intent. Review will consist of verifying that the contractor creates a schedule to complete the construction by the date noted in the contract documents and that the contractor maintains the schedule to reflect actual progress and updated forecast.

8. Review the accuracy and appropriateness of the Contractor's schedule of values and review, evaluate, and make recommendations to the city regarding the contractor's request for progress payments. Recommendation will include discussion of their relation to the schedule of values, work completed, and materials and equipment delivered to the site.
9. Provide both monthly progress meetings (virtual) and site visits by the Project Engineer to review construction progress and coordinate with Contractor.
 - A. Monthly progress meetings with Contractor will be held virtually
 - B. Engineer will conduct 2 site visits to review progress and document work.
 - C. Three hours per progress site visits, which includes travel time.
10. Prepare construction progress logs (2) and take photos to document the progress of the work.
11. Conduct a substantial completion inspection in person to document that work has been completed per Contract Documents. Prepare punch list.
12. With confirmation by CLIENT, prepare a certificate of substantial completion to initiate the warranty period for the project.
13. Conduct a final inspection, review contract closeout documentation and recommend final payment to close-out the construction contract.
14. Prepare record drawings based on construction records provided by contractor. Provide to CLIENT reproducible hard copy drawings and a CD of electronic files. CLIENT's GIS database will be updated based on record drawings.
15. Start-up services, warranty assistance and resident construction observation can be included as Additional Services.

3.0 Deliverables and Schedules Included in this Agreement

The Project shall be initiated upon authorization. Estimated Project schedule is as follows:

- | | |
|--|---------------------|
| 1. Notice to Proceed – NTP | TBD by CLIENT |
| 2. Kick-off meeting | 1 Weeks after NTP |
| 3. Site Survey and Geotechnical Report | 6 Weeks after NTP |
| 4. 75% complete documents to CLIENT | 8 Weeks after NTP |
| 5. 75% complete review meeting workshop | 9 Weeks after NTP |
| 6. 75% City comments to COMPANY | 10 Weeks after NTP |
| 7. 100% complete documents to CLIENT and TCEQ..... | 15 Weeks after NTP |
| 8. 100% complete review meeting workshop | 16 Weeks after NTP |
| 9. 100% City comments to COMPANY | 17 Weeks after NTP |
| 10. Submit final documents to CLIENT and permit agencies | 18 Weeks after NTP |
| 11. Distribute bid documents | 22 Weeks after NTP |
| 12. Bid opening, award contract..... | 28 Weeks after NTP |
| 13. Pre-construction meeting, notice-to-proceed..... | 34 Weeks after NTP |
| 14. Project substantial completion | 62 Weeks after NTP* |

15. Project final completion..... 66 Weeks after NTP*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

*Further refinement will be completed for equipment delivery times and as design progresses.

4.0 Additional Services

The following items can be added as Additional Services at the proposed fee:

1. Survey Services - Survey of the project location in order to collect additional information on water services, sanitary sewer, storm sewer, private utility information, and other surface features. The survey will be completed by a subconsultant and incorporated into design. Survey will include the following:
 - A. Data collection of utilities at the project site and along the proposed sewer line alignments will be performed only as marked in the field through Texas One-Call or readily visible on the surface. This includes the location of utility appurtenances (e.g., telephone pedestals, power poles, guy wires, valves, manholes, intakes, etc.). Locations of all un-marked utilities will be based off paper and/or digital maps available through Texas One-Call.
 - B. Topographic survey, partial boundary surveys for adjacent property, right-of-way lines, and easements.

The budget amount for the survey of Liberty Forge LS as described will be **\$10,000.00**.
2. Geotechnical Services – Desktop geotechnical study of the project location in order to collect additional information related to the soil conditions associated with the project site. The study will be conducted by a subconsultant and incorporated into the design. The budget amount for the geotechnical services will be **\$10,000.00**.
3. Resident Construction Observation (Phase 3). Resident construction observation can be provided as part-time, full-time, or combination thereof at an **hourly rate of \$150.00**. It is estimated that total hours for this service will be 60 hours over the course of the 6 month construction period. The Construction Observer will make a total of 20 trips to the site. Mileage will be charged at the standard rate allowed by the State of Texas. Total cost for Resident Construction Observation, including mileage will be **\$11,000.00**.
4. Warranty Assistance (Phase 3). HR Green can provide up to 16 hours of warranty assistance for **\$2,500.00**. No trips are included for this assistance.

5.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement but can be added at proposed or negotiated fee:

1. Hard copies of contract documents (specifications, drawings) other than defined herein (two copies at each milestone).
2. Replacement of the existing 2-inch force main (as originally discussed in the 2016 PER) with a new 4-inch force main.
3. Utility coordination in addition to survey coordinated marking and location identification.
4. Property owner discussions, other than defined herein (Industry coordination).
5. Public meetings or meetings with local, State, or Federal agencies to discuss the project other than listed herein.
6. Investigation of laterals or sewer on private property including downspouts or sump pumps.
7. Easement or land acquisition appraisals, negotiation of easements or land acquisitions with property owners, and payment for easements or land acquisitions.
8. GIS data collection or additional surveying other than the design data collection, base mapping and as-built services as outlined above.
9. Environmental Investigations including Phase I Site Assessments. Environmental, archeological, historical, or cultural resources investigations, assessments, tests, studies, and reports.
10. Environmental coordination for federal funding.
11. Wetlands investigations, assessments, tests, studies, and reports.
12. Floodplain investigations, assessments, tests, studies, and reports.
13. Any evaluation or modification to the City's water system or storm sewer system.
14. Any significant street repairs and/or modifications.
15. Additional meetings with CLIENT other than completed herein.

Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

6.0 Services by Others

Survey inspection services as defined above.

7.0 Client Responsibilities

CLIENT staff shall provide the following items:

1. Existing easement locations or property ownership, as available.
2. Existing lift station flows to determine existing average and peak flows. Existing lift station drawings and pump data will be needed.
3. Pertinent available drawings, reports, data, maps, benchmarks, and GIS utility information as needed and described herein.



4. Prompt review of drawings, specifications, sketches, and information submitted by the COMPANY.
5. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
6. Legal review of information as needed by the project.
7. Field-locate all existing water mains, water service lines, and curb stops.
8. Pay all permit fees and other required fees associated with the project.

8.0 Professional Services Fee

8.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

8.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

8.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

8.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

8.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Phase 1 – Design Services	
Task A - Project Management	\$19,000

Task B – Design	\$101,000
Subtotal Phase 1	\$120,000
Phase 2 – Bidding Services	
Bidding Services	\$8,500
Subtotal Phase 2	\$8,500
Phase 3 – Construction Services	
Construction Services	\$32,500
Subtotal Phase 3	\$32,500
Total (Phases 1, 2, and 3)	\$161,000

Additional Services for select services are defined as:

Phase 1 Design Services - Additional Services	
Survey Services	\$8,000
Geotechnical Services	\$9,000
Phase 3 Construction Services – Additional Services	
Resident Construction Observation (\$150/hr. x 60 hrs.)	\$11,000
Warranty Assistance	\$2,500
Total Additional Services (Phases 1 and 3)*	\$30,500

*Resident Construction Observation is assumed to be 10 hours/month for 6 weeks of construction duration.

Total Contract (includes Phase 1 and 3 Additional Services) is **\$191,500.00**.

9.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

9.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

9.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

9.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

9.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

9.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

9.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

9.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions

in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

9.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

9.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

9.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

9.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

9.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Texas.

9.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

9.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

9.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

9.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the agrees to hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

9.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

9.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

9.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

9.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

9.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

9.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to hold COMPANY, its officers, directors, employees, and consultants,

harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

9.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

9.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

9.27 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.



If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

9.28 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

9.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

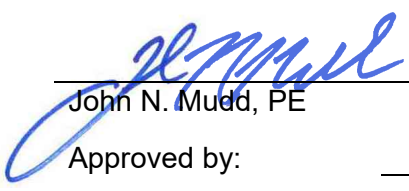
9.30 Anti-Boycott

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of COMPANY verifies that: (1) the COMPANY does not boycott Israel, and (2) the COMPANY will not boycott Israel during the term of this AGREEMENT.

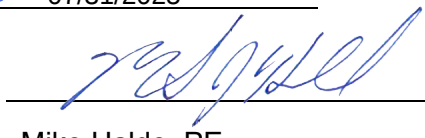
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

 07/31/2025
John N. Mudd, PE

Approved by:


Printed/Typed Name: Mike Halde, PE

Title: Principal Date: July 31, 2025

CITY OF LIBERTY

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: CONSIDERATION AND APPROVAL OF 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 AN ENGAGEMENT AGREEMENT FOR BOND COUNSEL LEGAL SERVICES WITH NORTON ROSE FULBRIGHT US LLP; AND OTHER MATTERS IN CONNECTION THEREWITH

Department: Administration

Subject: Bond Counsel Legal Services

Background: FINDINGS OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS RELATING TO THE RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT FOR BOND COUNSEL LEGAL SERVICES WITH NORTON ROSE FULBRIGHT US LLP; AND OTHER MATTERS IN CONNECTION THEREWITH, TO BE CONSIDERED FOR ADOPTION BY THE CITY COUNCIL ON AUGUST 12, 2025

1. The Governing Body of the City intends to engage Norton Rose Fulbright US LLP to provide the City with bond counsel legal services pertaining to the City's issuance of public securities on the public or private market, including advising the City on any "official statement" to potential investors pursuant to federal securities laws and issuing a legal opinion as to the foregoing;
2. Norton Rose Fulbright US LLP has consistently demonstrated its competence, qualifications, and experience as an industry leader in public finance matters through the provision of bond counsel legal services, the representation of local governments on federal income tax matters, the publication of disclosure policies and the representation of state agencies and political subdivisions within the State of Texas on public finance matters.
3. Accessing the public or private markets through the issuance of public securities and providing an "official statement" of the City to potential investors is governed by State and federal securities and federal tax laws and requires the advice of legal advisors that specialize in public finance matters that are well versed in public finance legal matters;
4. Engaging an attorney in private practice who specializes in public finance matters and is well versed in State and federal securities and federal tax laws pursuant to an hourly fee arrangement would likely result in higher fees to be paid by the City, and such fees incurred would be payable by the City by amounts on deposit

- in the City's General Fund, whether or not the public securities are issued;
5. Fees for legal services in public finance matters, including bond counsel and disclosure counsel legal services, have traditionally been paid pursuant to a contingent fee contract, where such fees become payable only upon the successful issuance of the public securities and are payable solely out of the proceeds of the public securities;
 6. Entering into a contract for bond counsel and disclosure counsel legal services with Norton Rose Fulbright US LLP (a firm that specializes in public finance matters and is well versed in State and federal securities and federal tax laws) payment of which is contingent on the City's successful issuance of public securities and payable out of public securities proceeds provides the City a superior level of bond counsel and disclosure counsel legal services and fee(s) payable under the contract are reasonable in the public finance market and would likely be less than if such services were conducted pursuant to an hourly rate contract with an attorney specializing in public finance matters;
 7. For each of the reasons state above, the execution of contingent fee engagement contracts with Norton Rose Fulbright US LLP is in the best interest of the residents of the City.

Funding Source:

Staff Recommendation: Staff recommends the approval of the resolution approving an engagement agreement for bond counsel services.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

CONSIDERATION AND APPROVAL OF 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 AN ENGAGEMENT AGREEMENT FOR BOND COUNSEL LEGAL SERVICES WITH NORTON ROSE FULBRIGHT US LLP; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council (the Governing Body) of the City of Liberty, Texas (the City) anticipates accessing the public or private markets from time to time to issue public securities to finance certain capital improvement projects within the City or to refinance public securities previously issued by the City, which will require the City to comply with the applicable laws and administrative rules of the State of Texas (the State) and federal securities and federal tax laws related thereto; and

WHEREAS, the Governing Body requires legal counsel which specializes in public finance matters and is well versed in state and federal securities and federal tax laws and applicable administrative procedures to provide bond counsel legal services pertaining to the City's issuance of public securities; and

WHEREAS, the payment of such legal services shall be contingent on the City's successful issuance of public securities pertaining thereto and shall be payable from such public securities proceeds; and

WHEREAS, Norton Rose Fulbright US LLP will provide the City with bond counsel legal services on all of the City's publicly offered or privately placed public securities and has provided the City with one or more engagement agreements for bond counsel legal services pertaining to the City's anticipated future issuances of public securities (the Engagement Agreement, attached hereto as Exhibit A); and

WHEREAS, Section 2254.1036 of the Texas Government Code (Section 2254.1036), requires that a political subdivision of the State, including the City, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within 2254.1036; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e); and

WHEREAS, the Governing Body caused notice of this resolution (the Resolution), this meeting, and the following provisions enumerated within 2254.1036 to be provided to the public in accordance with the Texas Open Meetings Act and 2254.1036:

1. The Governing Body of the City intends to engage Norton Rose Fulbright US LLP to provide the City with bond counsel legal services pertaining to the City's issuance of public securities on the public or private market, including advising the City on any "official statement" to potential investors pursuant to federal securities laws and issuing a legal opinion as to the foregoing;
2. Norton Rose Fulbright US LLP has demonstrated to the City its competence, qualifications, and experience as an industry leader in public finance matters through the provision of bond counsel legal services, the representation of local governments in relation to federal income tax matters, the representation of multiple advisors, issuers, and other parties in the United States

Securities and Exchange Commission enforcement actions, the publication of disclosure policies and the representation of State agencies and political subdivisions within the State of Texas on public securities related issues;

3. Accessing the public or private markets through the issuance of public securities and providing an “official statement” of the City to potential investors is governed by state and federal securities and federal tax laws and requires the advice of legal advisors that specialize in public finance matters that are well versed in public finance legal matters;

4. Engaging an attorney in private practice who specializes in public finance matters and is well versed in state and federal securities and federal tax laws pursuant to an hourly fee arrangement would likely result in higher fees to be paid by the City, and such fees incurred would be payable by the City by amounts on deposit in the City’s General Fund, whether or not the public securities are issued;

5. Fees for professional services in public finance matters, including bond counsel services, have traditionally been paid pursuant to a contingent fee contract, where such fees become payable only upon the successful issuance of the public securities and are payable solely out of the proceeds of the public securities;

6. Entering into a contract for bond counsel legal services with Norton Rose Fulbright US LLP (a firm that specializes in public finance matters and is well versed in State and federal securities and federal tax laws) payment of which is contingent on the City’s successful issuance of public securities and payable out of public securities proceeds provides the City a superior level of bond counsel legal services and fee(s) payable under the contract are reasonable in the public finance market and would likely be less than if such services were conducted pursuant to an hourly rate contract with an attorney specializing in public finance matters;

7. For each of the reasons stated above, the execution of contingent fee engagement contracts with Norton Rose Fulbright US LLP is in the best interest of the residents of the City; and

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Norton Rose Fulbright US LLP, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the City and in compliance with Section 2254.1036; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 2. The Governing Body hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Norton Rose Fulbright US LLP; (ii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and because, until the issuance of a public security, the City will not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees which is not contingent on the issuance of the public securities; and (iii) the relationship between the City or the Governing Body and Norton Rose Fulbright US LLP is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Governing Body described above, the Governing Body hereby approves the City entering into the Engagement Agreement with Norton Rose

Fulbright US LLP and authorizes the Mayor to execute the Engagement Agreement.

SECTION 4. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, so that the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, ADOPTED AND APPROVED on the 12th day of August 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

August 12, 2025

VIA E-MAIL

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701-4255
United States of America

Mr. Bryan Kendrick
City Manager
City of Liberty
1829 Sam Houston Street
Liberty, Texas 77575

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Re: Engagement Agreement for Bond Counsel Services

Dear Mr. Kendrick:

Terms of engagement

This Letter of Engagement and the attached Norton Rose Fulbright Standard Terms of Engagement ("**Standard Terms**") set out the terms that govern the relationship between City of Liberty, Texas (the "City") and Norton Rose Fulbright US LLP (**we** or **us** or **firm**) and the additional Norton Rose Fulbright Verein member firms described in the Standard Terms, who may be engaged to represent you in connection with the Matters as defined below.

Norton Rose Fulbright US LLP has made no promises or guarantees to the City about the outcome of the representation or the Matters, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Any expressions on our part concerning the outcome of the Matters are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matters involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for the City in publicly available records, we reserve the right to inform others of the fact of our representation of the City in the Matters and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Client

We have been retained by the City. Unless we agree otherwise in writing, and subject to satisfactory conflict clearances, we are not representing any other related entities or individuals, such as the City's shareholders, directors and officers, employees, partners, members.

Scope of engagement

We confirm that we have been retained by you as Bond Counsel in connection with the issuance, sale, and/or incurrence of debt obligations of the City ("Debt"). In addition, the issuance or incurrence of Debt or the conduct of any elections are referred to herein as the "Matters"; our representation in connection with the Matters is referred to herein as the "Representation". Our acceptance of the Representation becomes effective upon the execution and return of the enclosed copy of this letter.

Except as expressly stated otherwise, we will advise and act at all times in accordance with and in respect of federal and/or appropriate state law only and are not responsible for advising you as to the effect or enforceability of any documents or matters which may be subject to or governed by the laws of any other jurisdiction.

Personnel

I will be working on the Matter as lead attorney, but will add to this team with others who are necessary to complete the applicable Representation with respect to a particular Matter. You may call, write, or e-mail any of us whenever you have any questions about the Representation. Other firm personnel, including paralegals and other administrative staff, will participate in the Representation if and to the extent, in our judgment, their participation is necessary or appropriate.

Fees and other charges

Legal fees and costs are difficult to estimate. Except as discussed herein, accordingly, we have made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.

From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

Our fees will generally be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation and on the basis of the complexity of a Matter. For portions of the Representation that do not involve the issuance of Debt, we will agree with you to a fee arrangement that may be fixed fee or hourly in nature prior to our commencement of any work related to such portion of the Representation. Certain fees may be reimbursable to the City depending on the type of economic development project. For portions of the Representation that do involve the issuance of Debt, a fee schedule is attached hereto as Exhibit A-1.

In addition to our fees for rendering professional services, our statement will include other charges for expenses and services incurred incident to the performance of our legal services, such as photocopying, delivery charges, travel expenses, overtime for secretaries and other nonlegal staff, Texas Attorney General filing fee of up to \$9,500 per series of Debt (that we will pay on behalf of, subject to reimbursement by, the City), specialized computer applications such as computerized legal research and filing fees. Our current recharge schedule (which is subject to change from time to time) is attached hereto as Exhibit A-2.

Invoicing and reporting

Our billing rates are based on the assumption of prompt payment. Consequently, fees for our legal services and other charges will be billed upon the conclusion of the Matter.

Conflicts of interest

Before accepting the Engagement, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would prevent us from representing the City in the Matter. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. You agree to the applicability of those rules in regard to all matters relating to this engagement and that, in future matters involving the City, potential conflicts of interest will be evaluated under the local rules of professional responsibility applicable to the Norton Rose Fulbright office handling that future matter. Based on the information available to us, we are not aware of any conflicts of interest that may preclude our representation of you in this matter, other than the following:

The Firm and its attorneys represent, and for many years have represented, members of the Sackler family and their estates, families, families' trustees, and their interests, including without limitation pharmaceutical companies such as Purdue Pharma among others (collectively the "Sackler Interests"), in numerous and varied ongoing matters, including relating to opioid products of these pharmaceutical companies. In addition, certain of our attorneys are involved in various ways with the Purdue Pharma bankruptcy case in New York, *In re: Purdue Pharma L.P. et al.*, No. 19-23649 (Bankr. S.D.N.Y.), which remains pending and unresolved following U.S. Supreme Court's ruling in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204, 144 S. Ct. 2071 (2024). The City has filed one or more notices of claims in that bankruptcy proceeding. By virtue of these proceedings, the City and the Sackler Interests may be adverse to one another in this regard so long as the Purdue Pharma bankruptcy case remains unresolved. If the City nevertheless is willing to consent to the Firm's representing the City in the current matter and future public finance matters notwithstanding the Firm's above-described work for the Sackler Interests in these circumstances, then your signature on this engagement letter will confirm to us that the City consents to and waives any actual or potential conflict of interest that may be deemed to arise in these circumstances and agrees not to seek to disqualify the Firm from representing the Sackler Interests in any matters, in order to enable the Firm to proceed with representing the City in the current matter and future public finance matters.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to the City in the Matter that is the subject of this engagement or in some other matter.

During the course of the firm's representation of the City, we may need to analyze or address matters relating to our professional duties or responsibilities, and to consult with lawyers of the firm who have been identified internally to serve as the firm's in-house counsel about such matters. To the extent that any conflict of interest might be deemed to exist as between the firm and the City because of these consultations, you hereby waive any such conflict, consent to such consultations, and agree that we have no obligation to disclose information relating to such consultations to the City. You also agree that these consultations are protected from disclosure by the firm's attorney-client privilege and, as appropriate, the firm's work product protection and that the City will not seek to discover or inquire into them. Nothing in the foregoing shall otherwise diminish or affect our obligation to keep the City informed of material developments in your representation.

Due to the size, geographic scope, breadth and diversity of our practice, it is likely that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interest to preserve our ability to represent you while also preserving the right of our other clients or potential clients to choose us to commence or continue as their counsel. In that regard, you consent to, and waive any conflicts of interest with respect to, our representation of any current or future clients (including any parties adverse to you in this Matter) in any matter that is not substantially related to this Matter, even if their interests are directly adverse to you or your interests in such other matter. Such current and future clients may include your financial advisors, debtors, creditors or others who have interests that are contrary to your interests.

We agree, however, that your consent and waiver does not permit us to represent another client in a matter if we have obtained your non-public proprietary or other confidential information from you that could be used by the other client to your material disadvantage, unless we take timely and adequate steps to protect your confidential information. For the avoidance of doubt, your agreement to these terms and conditions and the consent and waiver will have no adverse impact upon our representation of your interests in this Matter.

Applicable law

The laws of Texas (exclusive of its conflict of laws principles) govern these terms of engagement, and the parties submit to the exclusive jurisdiction of the courts sitting in the District of Houston, Harris County, Texas in any matter arising from or relating to this engagement or anything contained in this engagement letter including the attached Standard Terms, and consent to venue in such court and waive any objection of inconvenient forum as to such court. You agree that any legal process relating to this engagement may be served upon you by us by first-class mail addressed to the mailing address set forth on the first page of this letter and/or by e-mail to the e-mail address set forth on the first page of this letter, or to such additional or alternative addresses as you may provide for such purposes. Each professional is subject to the ethical and professional conduct rules applicable to the jurisdiction in which that lawyer is authorized to practice.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1 800 932 1900 toll free.

Termination

At any time, the City may, with or without cause, terminate the representation by notifying us of the City's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: nonpayment of fees or charges; misrepresentation of or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the City to meet any obligations under these terms of engagement shall entitle us to terminate the representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the representation will not affect the City's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the representation in the Matter, including, without limitation, the execution of any documents necessary to effectuate our withdrawal from the representation in the Matter.

After termination or completion of the representation, changes may occur in the applicable laws or regulations that could affect the City's future rights and liabilities in regard to the Matter. Unless we are actually engaged after termination or completion of the representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

Confidential Firm Information

The City recognizes that, in forming the attorney-client relationship or otherwise, we may provide or may have provided the City with information marked "Confidential." The City agrees to maintain the confidential nature of that information and not to disclose it to third parties.

Conclusion and acceptance

You can accept this agreement by signing and returning to us the enclosed copy of this letter or by continuing to retain us.

This letter and the attached Standard Terms constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in connection with the Matter. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Very truly yours,



Stephanie Leibe

SVL/rmw

Enclosures

cc: Matt Lee (Firm)
Chris Guevara (Firm)

City of Liberty, Texas acknowledges and accepts the terms of engagement set out in this letter and its attachments.

.....
Signed

.....
Title

.....
Name

.....
Date

NORTON ROSE FULBRIGHT STANDARD TERMS OF ENGAGEMENT

Norton Rose Fulbright Verein (the **Verein**) is a Swiss verein which does not itself engage in the practice of law or other business. The member firms in the Verein are Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP (the **Members** or, individually, a **Member**), who, with their subsidiaries or associated entities, engage in a coordinated international legal practice, even though they are separate law firms each of which, absent specific contractual agreement with a client on an individual matter, is solely responsible for its own work and not for the work of any other Norton Rose Fulbright Entity (as defined in paragraph 1.2(a) below).

Each of the Members is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as a trusted adviser.

To that end, these Standard Terms of Engagement (Standard Terms) will apply to all engagements between a Member or its subsidiary or associated entity and a client unless otherwise agreed in writing by the client and an authorized representative of such Member, subsidiary or associated entity. These Standard Terms may be supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the jurisdiction of the specific Norton Rose Fulbright Entity which you instruct to provide services.

1 Defined Terms

- 1.1 The following documents will constitute the entire agreement relating to the engagement by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms, (iv) any other terms and conditions agreed between a Norton Rose Fulbright Entity and the client, and (v) any amendments or supplements to any of the foregoing agreed from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).
- 1.2 In the above-mentioned documents:
- (a) Any individual entity that is a Member or subsidiary or associated entity of a Member is referred to as a Norton Rose Fulbright Entity. The Norton Rose Fulbright Entity with which a client engages at any time is referred to as the Contracting Party. Where more than one Norton Rose Fulbright Entity engages with the client for purposes of a relationship agreement or a specific matter, there will be one lead Norton Rose Fulbright Entity, which will be the Contracting Party.
 - (b) We, our and us refer to the Contracting Party together with any other Norton Rose Fulbright Entity to which part or all of your instructions have been referred pursuant to paragraph 2.3 of these Standard Terms; you and your refer to the client (jointly, if more than one, and not individually) with which the Contracting Party engages. Unless otherwise specifically agreed, you and your do not refer to and no attorney/client or solicitor/client relationship will exist as to persons or entities related to the client, including but not limited to parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships.

2 Your relationship with us

- 2.1 When you instruct us to represent you on an individual matter, we will write to you to set out:
- (a) which Norton Rose Fulbright Entity is the Contracting Party and confirmation of any other Norton Rose Fulbright Entities that will provide services in relation to the matter;
 - (b) the scope of the work we have agreed to undertake and any assumptions on which it is based;
 - (c) who will be the responsible partner or director and other key team members whom we will try not to replace, although unforeseen circumstances may require that;
 - (d) the fees and invoicing arrangements;
 - (e) any applicable limitation of liability; and
 - (f) the governing law applicable to the contractual relationship with you and the choice of jurisdiction for resolving any issues.
- 2.2 Your contractual relationship for individual matters is between you and the Contracting Party and any Norton Rose Fulbright Entity or Entities which, with your agreement, provide(s) services under the terms of engagement, and not any other Norton Rose Fulbright Entity nor any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.
- 2.3 If, with your agreement, the Contracting Party refers all or part of your instructions on any individual matter to one or more other Norton Rose Fulbright Entities, services provided by other Norton Rose Fulbright Entities will be governed by the terms of our engagement, which will apply as between you and such Norton Rose Fulbright Entity or Entities, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which such other Norton Rose Fulbright Entity or Entities operate as regards such other Norton Rose Fulbright Entity's or Entities' representation of you, as well as by, if any are issued, additional standard provisions and any letter or contract of engagement relevant to the other Norton Rose Fulbright Entity or Entities.

3 Our fees

- 3.1 Our bills are payable on receipt and in the currency in which they are submitted. If you ask us to provide bills using an e-billing solution you understand that: (i) we will send your information to our and your third party supplier(s) to enable us to comply with your request and the transfer is at your risk; (ii) any costs arising out of use of your third party supplier shall be borne by you; and (iii) our compliance with your request shall not reduce the fee otherwise chargeable by us.
- 3.2 If you are required by law to deduct or withhold any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

- 3.3 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.
- 3.4 Unless otherwise agreed, any other Norton Rose Fulbright Entity or Entities involved in any of your matters will provide statements of their fees and charges to the Contracting Party. The Contracting Party will include such fees and charges in its statements to you, which you will be obligated to pay in order that the Contracting Party can remit payment to such other Norton Rose Fulbright Entity or Entities.
- 3.5 If a bill remains unpaid 30 days after delivery:
- (a) you agree that we may be entitled to charge interest, if any, on it at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be provided for in applicable additional standard provisions or an agreement between us and you, and
 - (b) on giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.
- 3.6 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.
- 3.7 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us to represent you, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to represent you with respect to their review and the assertion of any privilege.
- 3.8 We advise and you acknowledge that the Members of the Verein have an arrangement between them that where a matter is referred by one Member to another, the referring Member and one or more of its partners or directors may be financially rewarded for having so referred the matter. This is an entirely internal arrangement as between the Members of the Verein, and their respective partners and directors, and it does not require you to pay any amount in addition to the fees, disbursements and other charges which apply under the agreed terms of your engagement of us and, if applicable, any other Norton Rose Fulbright Entity.

4 Disbursements and other charges

- 4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.
- 4.2 We may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or the relevant third party provider's standard rates from time to time and for other expenses. These charges will be

included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or the third party provider's direct cost for services for which the precise cost cannot be determined.

5 Money held on account for you

- 5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to the Norton Rose Fulbright Entity holding the relevant account (further details are available on request). You agree that we are not responsible for any loss of funds so deposited and managed.
- 5.2 If you deposit money with us on account of our fees, the principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions. Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

6 Communicating with us

- 6.1 When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.
- 6.2 You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

7 Confidentiality, conflict of interests, and our relationships with other clients

- 7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority; if required to do so by law or court order; if required or permitted by applicable rules of professional conduct; or if permitted under section 9. You specifically agree that we may disclose any relevant information:
- (a) in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding, and
 - (b) in confidence to our insurers, insurance brokers, auditors, bankers and other providers of financial services and other advisers if and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.
- 7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.
- 7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. We provide services on a wide variety of issues, to a large number of clients both nationally and internationally, some of whom operate or may in the future operate in the same areas of business in which you are operating or may in the

future operate. A list of our current office locations, as well as a summary of our current practice areas and the key industry sectors in which we represent clients can be found on our website at www.nortonrosefulbright.com. Due to the size, geographic scope, breadth and diversity of the practice, it is likely that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interests to preserve our ability to represent you while also preserving the right of our other clients or potential clients to choose us to commence or continue as their counsel. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with a matter in which that client's interests are or potentially may become adverse to your interests. In that regard, you:

- (a) consent to, and waive any conflicts of interest with respect to, our representation of any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter (including but not limited to litigation, arbitration or other dispute resolution proceedings, administrative proceedings and bankruptcy, insolvency, restructuring, counseling, negotiations or transactional matters) that is not substantially related to any matter on which we represent or have represented you, even if their interests are directly adverse to you or your interests in such other matter. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests;
- (b) agree that no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify us from our representation of, any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter that is not substantially related to any matter on which we represent or have represented you. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests;
- (c) acknowledge that another client's interests will not normally be considered adverse to yours merely because the other client is a business competitor, customer or supplier of yours, or is asserting through us legal positions or arguments that are inconsistent with those you are asserting or may wish to assert, or is adverse in interest in another matter to an entity with which you have a relationship through ownership, contract or otherwise;
- (d) agree that you fully understand the scope and application of these provisions and your consent and waiver is voluntary and full informed;
- (e) agree that you intend for your consent and waiver to be effective and fully enforceable, and to be relied upon by us without future reference; and
- (f) agree that you have had the opportunity to obtain independent legal counsel with respect to the terms and conditions of these provisions and this consent and waiver and have either consulted with independent legal counsel or chosen not to do so.

We agree, however, that your consent and waiver does not permit us to represent another client in a matter if we have obtained your non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage,

unless we take timely and adequate steps to protect your confidential information. For the avoidance of doubt, your agreement to these terms and conditions and the consent and waiver will have no adverse impact upon our representation of your interests in any matter on which we currently represent you.

- 7.4 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we or any other Norton Rose Fulbright Entity owe a duty of confidentiality to another client or any other person.
- 7.5 For the purposes of publicity and clearing conflicts, you agree that we may, unless you instruct us otherwise, disclose (a) our role as legal advisers in any matter on which we are instructed following its completion and (b) the fact that we have a relationship with you. Where in (a) the matter is publicized after completion, whether by you or a third party, you agree that we may disclose our involvement, referring only to the information that is already in the public domain.

8 Complaints

- 8.1 Any concerns or complaint about our work should be directed initially to the partner/director responsible for carrying out your instructions or, if you prefer, to the relationship partner/director. We maintain internal procedures that can be employed should a concern require escalation beyond the responsible partner/ director. The laws and professional regulations applicable to us may also provide formal complaint procedures.
- 8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

- 9.1 We act as a data controller in the provision of our legal services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to that personal data. Please see our Privacy notice for further information on our processing of personal data: <http://www.nortonrosefulbright.com/en-us/global-statements/privacy-notice>.
- 9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where the provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right in respect of any personal data that you have provided to us or that we have obtained on your behalf; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of such personal data. We will cooperate with you and provide all reasonable assistance as may be required in either case.

- 9.3 In the course of providing our services to you, personal data (if any) with respect to persons in the European Economic Area (EEA) may be accessible to and used by other Norton Rose Fulbright Entities and their contractors and/or agents, including those located outside the EEA where data protection laws may not be as comprehensive as in the EEA, but as to such personal data we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.
- 9.4 We will also share your contact details, and those of your staff with whom we have contact, with other Norton Rose Fulbright Entities in order to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.
- 9.5 We agree that we may exchange your information (including personal data) with other Norton Rose Fulbright Entities for internal purposes, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Norton Rose Fulbright Entities to protect the confidentiality of the information exchanged.
- 9.6 We may outsource certain functions associated with servicing clients to a service center dedicated to Norton Rose Fulbright located outside of the EEA or to other third party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, and translation services.
- 9.7 Some of your data may be stored using cloud technology managed by a third party service provider. We have agreements in place with the third party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.
- 9.8 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

10 Copyright and intellectual property

- 10.1 We retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.
- 10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

- 11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering, sanctions and other laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners. We shall only process such identifying documents and information for the purposes of preventing money laundering or terrorist financing, or a breach of sanctions, laws or regulations and to fulfil any other legal and regulatory obligation and shall retain it for the period necessary in accordance with permitted or required retention and limitation periods and in accordance with our data protection obligations as set out at paragraph 9 above.
- 11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

13 Amendments

From time to time, we may need to amend these Standard Terms. If this occurs, we will post the current Standard Terms in effect on our website, but they will not affect any matter on which we are then currently instructed.

14 Limitations

If the validity or enforceability of any of these Standard Terms is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence, but these Standard Terms will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

15 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities, and (iii) that you have taken or will take internal steps or procedures designed to ensure compliance with all applicable anti-bribery and corruption laws.

16 Termination

- 16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.
- 16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges (including GST, VAT or similar taxes, if applicable) up to the time of the engagement's termination.
- 16.3 A solicitor/client or attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights.
- 16.4 We and other Norton Rose Fulbright Entities may send you general information on legal developments without charge, or may include you in general mailings, after our or their engagement with you has been terminated. This will not change the fact that our or their engagement has been terminated.

17 Fraud alert

As scams involving fraudulent invoices purporting to be issued by large organizations have become more prevalent, we strongly recommend that you take steps to safeguard your information and orally verify the authenticity of any payment request before responding to it. We will not be responsible for the actions of their parties who use the Norton Rose Fulbright name or logo or the name of any Norton Rose Fulbright partner, director or employee in such scams or who seek to communicate fraudulent information through Norton Rose Fulbright. If you have any concerns regarding the veracity of a payment request or other communication that refers to or has been made through Norton Rose Fulbright, please contact our relationship partner or director, the partner or director responsible for carrying out your instructions or a member of our finance team.

18 Use of artificial intelligence technologies

In the course of providing our services to you, we may utilize artificial intelligence (AI) technologies, including machine learning and generative AI, that may be developed by or for us or contained within third party software. We have developed principles and guidelines for the responsible and ethical development, deployment and use of AI technologies, and we require that our suppliers' use of AI confirms with our existing confidentiality, data protection and information security standards/requirements.

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice, personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions,

meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Exhibit A FEE SCHEDULE

Standard Fee Schedule:

Our proposed fee schedule will be based on a base of \$8,500 plus the product of the proceeds of any debt obligation (an *Obligation*) applied against the following fee schedule:

Principal Amount of Obligations	Fee* (per \$1,000 denomination)
\$0 - \$10,000,000	\$1.2500
\$10,000,001 - \$25,000,000	\$1.1250
\$25,000,001 - \$50,000,000	\$0.8750
\$50,000,001 - \$100,000,000	\$0.7500
\$100,000,001 - \$200,000,000	\$0.6250
Over \$200,000,000	\$0.5000

* This scale will be increased by 25% for the issuance of any advance refunding Obligations.

* Variable Rate Obligations (without third-party liquidity) will be billed at our standard fee scale.

* Remarketings of outstanding variable rate Obligations to new variable rate term periods or fixed rate conversions will be billed at 50% of our standard fee schedule (plus \$5,000 for additional federal income tax expertise in the event that any such remarketing or conversion results in a reissuance of Obligations under federal tax law).

* To the extent that our Firm is responsible for preparing the offering documents relating to the issuance or remarketing of any Obligations, an additional fee of \$7,500 will be charged.

*For the creation of a public improvement district and/or the levy of assessments independent of a bond issuance, our firm will negotiate an appropriate fee schedule with the applicable developers.

*For an issuance of public improvement district obligations, our fee is 2% of the principal amount of the obligations, or \$65,000, whichever is higher.

* Lease-purchase equipment obligation will be billed on an hourly basis, subject to a minimum charge of \$15,000.

* Special election services will be billed on an hourly basis, with a per election cap of \$15,000 (unless an election contest or other litigation or administrative proceeding is initiated). Any amounts billed for an election will be credited against amounts paid during next issuance of Obligations.

* Individual expense reimbursements for any issuance of Obligations shall be capped at \$2,500 per series of Obligation.

* Redemptions or defeasances not associated with an Obligation transaction are billed at a fixed fee of \$2,500.

* Separately negotiated hourly or fixed fee arrangement for all derivative product structures, variable rate bond programs with third party liquidity, conduit debt, and lease revenue bonds.

* Case-by-case exceptions may be made to the above.

NORTON ROSE FULBRIGHT US LLP
(Austin)

Expenses and Services Summary

<i>EXPENSE/SERVICE</i>	<i>CHARGE</i>
Binding	\$1.75 per book (Pricing varies in other office locations)
Data Base Research Lexis, Westlaw, Information America	Costs allocated by the firm
Deliveries	
Overnight/Express	Direct cost
Outside Courier	Direct cost
Courthouse Messengers	Outside courier rates – Direct cost (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct cost
Duplicating	
Photocopy	\$0.15 per page
Color photocopy	\$0.85 per page
Microfilm/Microfiche	Direct cost
Videography (duplication)	Direct cost
Electronic Mail (via Internet)	No charge
Library Research by Library Staff	\$85.00 - \$120.00 per hour
Weekend & Late Evening Air Conditioning	\$19.19 per hour (Only if necessitated by client requirements) (Pricing varies in other office locations)
Postage	Direct cost
Secretarial Overtime	\$28.00 per hour (Pricing varies in other office locations)
Facsimile (Outgoing)	No charge
Telephone	
Long Distance (Domestic)	No charge
Long Distance (International)	No charge
Telephone Conference	Direct cost (Third-party provider's charge -\$0.05 per participant per minute)
File Storage Retrieval	Direct cost (Pricing varies in other office locations) Price may vary depending on time constraints - Rush/After Hour

EXPENSE/SERVICE**CHARGE**

Transportation	
Mileage (personal automobile)	Applicable IRS allowable rate per mile
Lodging	Direct cost
Meals	Direct cost
Car Rental/Airline/Rail/Etc.	Direct cost
CD-ROM Research	Rate varies based on length of search
Graphic Arts	\$150.00 - \$175.00 per hour, plus direct cost of supplies. If sent to outside vendor - Direct cost
Practice Support	\$200.00 per gigabyte per month
E-Discovery	Direct cost
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH EMPACT ENGINEERING LLC

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Resolution

Resolution

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING
UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE
CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT
WITH EMPACT ENGINEERING LLC**

WHEREAS, the City of Liberty provides electric and other utility services to areas within the City; and

WHEREAS, the City Council desires to engage EMPACT Engineering LLC to provide engineering and consulting services to the City regarding the city's various utility systems; and

WHEREAS, the City Council finds that the engineering firm, EMPACT Engineering, LLC is qualified and capable of providing engineering and consulting services as needed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby authorizes the City Manager to negotiate and execute an agreement with EMPACT Engineering, LLC.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: August 12, 2025

Agenda Wording: AN ORDINANCE AMENDING CHAPTER 13, ELECTRICITY, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY CREATING SECTION 13.05.001 REGARDING THE REPLACEMENT, REMOVAL, RELOCATION, OR ABANDONMENT OF CITY OF LIBERTY'S ELECTRIC FACILITIES AND ESTABLISHING AN EFFECTIVE DATE.

Department: Administration

Subject: Utility Pole Ordinance

Background:

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 8/12/2025 6:00 PM

Department: Administration
Category: Ordinance

Ordinance

AN ORDINANCE AMENDING CHAPTER 13, ELECTRICITY, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY CREATING SECTION 13.05.001 REGARDING THE REPLACEMENT, REMOVAL, RELOCATION, OR ABANDONMENT OF CITY OF LIBERTY'S ELECTRIC FACILITIES AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Liberty is an electric utility provider that needs to work on its utility infrastructure from time to time; and

WHEREAS, the City seeks to amend Chapter 13 of the City's Code of Ordinances by creating 13.05.001 regarding the replacement, removal, relocation, or abandonment of the City's electric facilities.

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

SECTION 1. That Chapter 13, Section 13.05.001, of the Code of Ordinances of the City of Liberty, Texas, shall be amended to read as follows:

CHAPTER 13 ELECTRICITY

Sec. 13.05.001. Replacement, Removal, Relocation, or Abandonment of Electric Facilities

A. Replacement, Removal, or Relocation of Electric Facilities and Relocation of Licensee's Facilities.

- a. **City Replacement, Removal, or Relocation of Electric Facilities.** If at any time the City of Liberty Electric Department (City) is mandated or in its sole discretion decides to replace, remove, relocate, abandon, or place underground its facilities, resulting in the need for removal or abandonment of electric poles on which one or more Licensee has installed attachments, overlappings, cables, or network nodes (the "Equipment"), City shall give the affected Licensee notice in writing of the impending replacement, removal, relocation, abandonment, or undergrounding as soon as practical, but at least forty-five (45) days prior to the date on which City intends to replace, remove, relocate, or abandon such electric poles or other City facilities. The Licensee shall relocate at its expense its affected Equipment within thirty days after receipt of said notification. Notice may be reduced in cases where the City Manager, or his designee, determines the electric pole poses an immediate danger to life or property and the greater notice period is not practicable. In said emergency situations City shall attempt to notify Licensee via telephone or e-mail of the need to remove or replace Licensee's Equipment. If Licensee is unable or unwilling to remove its Equipment from the electric pole within the time period set forth by the City Manager, or his designee, the City shall have authority to remove Licensee's Equipment at Licensee's expense as set forth in this ordinance.

- b. **City Abandonment of Poles.** In the event that City determines to abandon an electric pole, City, in its sole discretion, may grant an interested Licensee the option of purchasing without warranty such electric pole at a price negotiated with City.
- c. **Allocation of Costs.** The costs for any rearrangement or transfer of a Licensee's Equipment, or the replacement of an electric pole, including any related costs for tree-cutting or trimming required to clear the new location of City's cables or wires, shall be allocated to City or the affected Licensees on the following basis:
 - i. If City intends to modify or replace an electric pole solely for its own electric business requirements, City shall be responsible for the costs related to the modification or replacement of the pole. Any affected Licensee shall be responsible for the rearrangement or transfer of its Equipment at its expense. Prior to making any such pole modification or replacement, City shall provide the affected Licensee at least forty-five (45) days written notice of its intent to allow the Licensee a reasonable opportunity to elect to modify or add to its existing Equipment. Should the Licensee so elect, it shall seek City's written permission to modify or add to its existing Equipment by submitting a complete application. The notification requirement of this Section shall not apply to Emergency situations or any situation where the City Manager or his designee determines that the pole poses an immediate danger to life or property.
 - ii. If the Licensee elects to modify or add to its Equipment, it shall bear the incremental Make-Ready costs City incurs in making the space on the modified or replaced poles accessible to the Licensee.

B. Removal of Licensee's Facilities.

- a. **Abandoned Facilities.** A Licensee shall report to the City and remove at the Licensee's expense all abandoned, non-functional, and obsolete Equipment on City's electric poles that the Licensee:
 - i. No longer utilizes for providing communications services or telecommunications services;
 - ii. No longer utilizes for providing internet, television, or other services;
 - iii. Has abandoned or plans to abandon during the next reporting period; or has replaced with operating capacity of alternative facilities.
- b. Except as otherwise provided, the Licensee shall remove abandoned facilities coincident with their replacement, and in all cases within thirty (30) days of the Equipment meeting any of the above conditions.
- c. **Removal on Expiration/Termination.** If a Licensee's Agreement or any individual permits expire or are terminated and are not renewed or replaced, the Licensee shall submit a written plan that describes the commitment, schedule, and process for the removal of its Equipment from the affected electric poles to City for approval. City shall review such plan and either approve or request additional details within a reasonable time after receipt of the plan. Following approval of the plan by City, the Licensee shall make judicious progress toward fulfilling the removal commitments made by the Licensee in the plan. Such removals will be at the Licensee's sole expense.
- d. **Removal for Failure to Meet Standards.** City may require the removal or modification of existing Equipment, at the Licensee's expense, if City reasonably determines that such Equipment does not meet the clearance requirements set

forth in the standards at the time of installation or modification, or may create a potential to disrupt or impair City facilities or endanger the general safety of people or facilities. Such removals will be at the Licensee's sole expense.

- e. **Removal for City Abandonment of Pole.** City may require the removal or modification of existing Equipment, at the Licensee's sole expense, if City abandons or replaces the Pole.

C. Licensee's Failure to Remove or Relocate.

- a. If following the expiration of the applicable notice period the affected Licensee has not yet removed or relocated its affected Equipment from the electric poles, City may, at its option, require removal or relocation of said Equipment.
- i. Removal or Relocation. City may have the Equipment of the affected Licensee removed or relocated from the electric poles or other City facilities. If City elects to have them removed or relocated:
1. City may in its sole discretion use reasonable efforts to remove or relocate the affected equipment at Licensee's sole cost and risk.
 2. Licensee shall pay City:
 - a. The cost of removal or relocation; and
 - b. An additional twenty percent (20%) of the cost of removal or relocation to compensate City for acting as a manager of the relocation or removal.
 3. Licensee shall pay all sums due under this provision within thirty (30) days of City's delivery of an invoice for the costs of removal or relocation of the affected equipment.
 4. Licensee shall indemnify and hold the City harmless for any damages resulting from the removal or relocation of Licensee's Equipment.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given as required by law.

SECTION 5. That the changes set forth in this ordinance will take effect immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of _____, 2025.

ATTEST:

Mayor
City of Liberty, Texas

City Secretary
City of Liberty, Texas