



# The City of Liberty City Council

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

## Regular Meeting

### ~ Agenda ~

April Gilliland  
City Secretary  
936-336-3684

Tuesday, October 14, 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. September 9, 2025

**B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELING THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR NOVEMBER 11, 2025, DUE TO THE VETERANS DAY HOLIDAY, AND CALLING A SPECIAL MEETING FOR NOVEMBER 13, 2025; PROVIDING AN EFFECTIVE DATE.**

**C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, FINDING THAT THE TRINITY VALLEY EXPOSITION PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY.**

**VII. REGULAR AGENDA**

**A. Regular Session**

1. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA, FOR THE NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

2. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AWARDING THE BANK DEPOSITORY CONTRACT TO FIRST LIBERTY BANK.**

3. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE PORT OF LIBERTY’S BUDGET FOR YEAR END 12/31/2025.**

4. **CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ACCEPTING FOR FILING A PETITION REQUESTING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF THE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICE OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH**

5. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING AN AGREEMENT WITH MERJE DESIGN FOR A WAYFINDING ASSESSMENT AND A CITY BRANDING PROGRAM.**

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, ACCEPTING THE 2026 TXDOT AIRPORT LAYOUT PLAN GRANT AGREEMENT.**

(a.) **DESIGNATION OF SPONSOR’S CONSULTANT SELECTION COMMITTEE.**

7. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR VARIOUS SOFTWARE MODULES.**

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, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY.
9. AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CREATING ARTICLE 13.10 ADOPTING NEW REGULATIONS REGARDING "RIGHT-OF-WAY USE AND CONSTRUCTION" ESTABLISHING REGULATIONS FOR USE OF CITY RIGHTS OF WAY; PROVIDING A PENALTY FOR A VIOLATION OF THE ORDINANCE IN AN AMOUNT NOT TO EXCEED \$2000 PER VIOLATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
10. AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING TURNING MOVEMENT RESTRICTIONS ON BOWIE STREET AND MONTA STREET DURING DESIGNATED SCHOOL HOURS; AUTHORIZING INSTALLATION OF TRAFFIC CONTROL SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
11. Consider approving a variance request for the property at 2802 Beaumont Ave.
12. Discussion and possible action on Liberty Center Kitchen Renovations

#### **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.
  - Airport Advisory Board Appointments
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.
  - Airport Advisory Board Appointments
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 8th day of October 2025. This notice will remain posted continuously for at least three (3) business days 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:** October 14, 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.

### **Meetings with Fiber Installation Contractors:**

Due to the inordinate amount of Fiber installation we have going on in the city limits right now, we have held meetings with contractors to establish a working plan going forward that will hopefully reduce water, sewer and electric line disruption causing problems for our residents. Additionally, later in this agenda we will be considering an ordinance that give us some more control over this situation.

### **Water System Maintenance:**

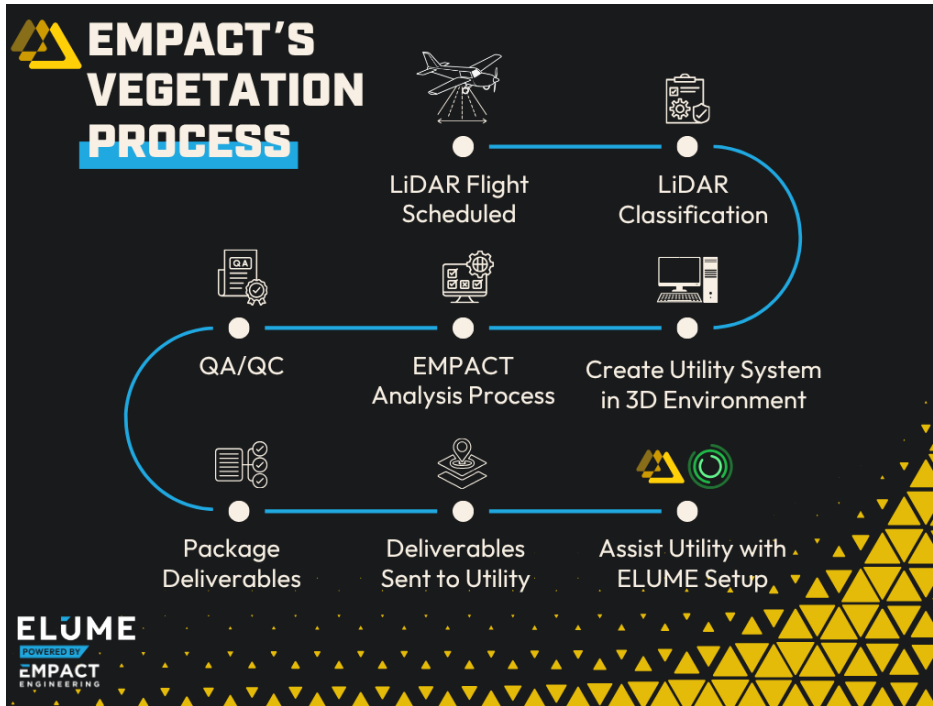
Our crews continue to address water leaks on a maintenance-response basis, resolving issues as they arise. As of last week, there were five active leaks throughout the city. Should the volume exceed our internal capacity to respond in a timely manner, we will bring in outside contractors to assist as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

### **New Hires:**

We have made our selections for both Airport Manager (Mark Bush) and Economic Development Coordinator (Stephen Joyce), they have both hit the ground running and I am excited about the future for both departments.

### **EMPACT Engineering Geospatial Report for Electric Utility:**

We had a kickoff meeting and they are currently scheduling to get the LiDAR flown. That process will be completed in the next two weeks. Next, they will process the data and move forward with developing the base mapping, and from there they will begin the analysis. EMPACT anticipates completing this phase and having preliminary results available within approximately six weeks following the LiDAR flight. Below is a process flow chart infographic.



**Roadway Asset Services:**

The Roadway Asset Collection (RAC) Van finished collection efforts as of early September (143 miles tested) and have entered into our processing/QC stage. The processing and QC stages take around 60 business days expected to be completed by Mid-November, and I should have another significant update at our next council meeting.

**Liberty Municipal Park:**

- Demolition of the Liberty Municipal Park Splash Pad was completed last month. They anticipate sending plans for permitting soon, and they plan for completion by the end of 2025!
- As of Monday, October 7th, Smart Materials began the pond vegetation clearing at the park. We have noticed over time that the banks are eroding and shallowing out the pond. We are currently obtaining quotes on stabilizing the banks so that trend ends and hopefully eliminates the need for this level of maintenance work in the future. Additionally, we are looking at getting bids for two fountains for the pond.
- April has been working with Rob Clark, the architect for the Bathrooms and Concession Stands, to put out a bid with cost savings options.

**Funding Source:** n/a

**Staff Recommendation:** n/a

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 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 Date 09/01/2025 00:00 LT  
 End Date 09/30/2025 23:59 LT

Creation 10/08/2025 08:46  
 User AprilGilliland  
 Customer ID KT78

### Summary

Landings		Take-Offs		Totals	
Single Engine	383	Single Engine	382	Single Engine	765
Single Engine Turbine	1	Single Engine Turbine	1	Single Engine Turbine	2
Multi Engine	13	Multi Engine	12	Multi Engine	25
Multi Engine Turbine	8	Multi Engine Turbine	10	Multi Engine Turbine	18
Helicopter	9	Helicopter	18	Helicopter	27
Military Helicopter	1	Military Helicopter	1	Military Helicopter	2
Light Sport Aircraft	1	Light Sport Aircraft	1	Light Sport Aircraft	2
<b>TOTAL</b>	<b>416</b>	<b>TOTAL</b>	<b>425</b>	<b>TOTAL</b>	<b>841</b>

### FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	372	A1	373	A1	745
B1	3	B1	2	B1	5
B2	8	B2	10	B2	18
HEL	11	HEL	22	HEL	33
UKN	22	UKN	18	UKN	40
<b>TOTAL</b>	<b>416</b>	<b>TOTAL</b>	<b>425</b>	<b>TOTAL</b>	<b>841</b>

### 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	
AA1	2	PA28	2	B55	2	B200	9		AR1	3
AA5	4			BE55	2	B300	1		B206	3
AG5B	16			BE58	2	B350	8		Others	21
B23	2			C310	16					
B36	4			C421	3					
B407	4									
BE33	2									
BE35	8									
BE36	8									
BEAR	2									
C150	10									
C152	2									

**Airport Operations**

**Snapshot Local Time**

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Single Engine	Single Engine Turbine	Multi Engine	Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter
C170	12								
C172	117								
C180	4								
C182	63								
C206	14								
C210	9								
CH7B	15								
ChristenEagle	2								
DA40	3								
GS2	4								
Lancair	1								
M20	52								
MOR2	1								
P28A	6								
P28R	2								
PA22	2								
PA24	2								
PA28	278								
PA32	6								
PA46	2								
R66	13								
RV10	16								
RV14	4								
RV4	2								
RV7	2								
SR20	10								
SR22	7								
V35	6								
Others	46								

Military	Military Helicopter	Light Sport Aircraft	Glider	UAV	Blimp	Balloon	GND Emergency	GND Vehicle A	Other
	AS65	2	Kitfox	2					

**Activity Summary**

LANDING RWY 16	216
LANDING RWY 34	200

Airport Operations

**Snapshot Local Time**

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User AprilGilliland  
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TAKEOFF RWY 16	200
TAKEOFF RWY 34	225
T&G RWY 16	46
T&G RWY 34	45

*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**  
**SEPTEMBER 1, 2025 to SEPTEMBER 30, 2025**

<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 &amp; Notes</u>	<u>Report Status</u>
<b>LITTER</b>								
23-078	9/11/23	Hugaboon	James	1511 Maple Liberty, TX 77575	LITTER	NOV- Reinspection	10/27/25	READY FOR ABATEMENT
25-008	1/29/25	Mosley	Mary	Beaumont-ID#55217 Liberty, TX 77575	LITTER	3rd NOV & POSTED	10/31/25	READY FOR ABATEMENT
25-051	5/22/25	Sandles	Delores	900 MLK Liberty, TX 77575	LITTER	VERBAL	9/26/25	READY FOR ABATEMENT
25-098	8/29/25	Garcia	Jude	149 Glenn Liberty, TX 77575	LITTER	TAGGED		CLOSED- CLEARED BY OWNER
<b>HIGH GRASS</b>								
21-140	9/22/21	King	Alric	Navigation- ID# 56378 Liberty, TX 77575	HIGH GRASS	NOV- Reinspection	10/6/25	READY FOR ABATEMENT
25-002	1/9/25	Escobar	Felix	Santa Anna-ID# 56377 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-003	1/9/25	Green	Darryl	Alabama-ID#56379 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/6/25	READY FOR ABATEMENT
25-007	1/27/25	Stuckey	Jan	Ave. E-ID# 55695 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/6/25	READY FOR ABATEMENT
25-021	4/3/25	Semien	A W	1021 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/6/25	READY FOR ABATEMENT

25-064	6/23/25	Twin Oaks	Parks Inc.	3802 N Main Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/8/25	READY FOR ABATEMENT
25-071	7/8/25	Twin Oaks	Parks Inc.	Cedarwood- ID#73301 & 73302 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/8/25	READY FOR ABATEMENT
25-075	7/16/25	Garza	Hugo	845 Sue Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/8/25	READY FOR ABATEMENT
25-080	7/23/25	Sussman	Deborah	1900 Kipling Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-084	7/25/25	Lyons	Charles	1301 Minglewood Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/8/25	READY FOR ABATEMENT
25-086	7/28/25	Osorto	Oscar	101 Glenn St. Liberty, TX 77575	HIGH GRASS	TAGGED	10/8/25	OPEN
25-088	8/4/25	Rodriguez	Rodolfo	1834 N San Jacinto Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/10/25	READY FOR ABATEMENT
25-089	8/5/25	Rubit	Ronnie	609 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/10/25	READY FOR ABATEMENT
25-090	8/5/25	Marshall	Richard	Washington- ID#48679 & 48680 Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail		CLOSED- CLEARED BY OWNER
25-092	8/12/25	Mosley	Estina	Lamar-ID#56428 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/16/25	READY FOR ABATEMENT

25-094	8/12/25	Turner	Joyce	1015 Lamar Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/16/25	READY FOR ABATEMENT
25-095	8/12/25	Williams	Charles	501 Trinity Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-099	9/3/25	DJ Foster	Holdings	Santa Anna- ID#57086 Liberty, TX 77575	HIGH GRASS	1st NOV- Mail		CLOSED- CLEARED BY OWNER
25-100	9/3/25	Davis	Richard	901 MLK & MLK- ID#127680 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	10/8/25	OPEN
25-101	9/8/25	HEIFNER	BOBBY	1716 Cypress Liberty, TX 77575	HIGH GRASS	1st NOV- HANGER		CLOSED
25-102	9/10/25	Barber	Zachary	1001 Minglewood Liberty, TX 77575	HIGH GRASS	VERBAL	10/2/25	OPEN
25-103	9/11/25	Ramirez	Gabriel	2625 Cornell Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail	10/2/25	OPEN
<b>STOP WORK ORDER</b>								
23-003	1/6/23	Contreras	Manuel	2701 Webster Liberty, TX 77575	STOP WORK	Issued citation		CLOSED
24-062	7/18/2024	Ortiz	Omar	422 Maplewood Liberty, TX 77575	STOP WORK	VERBAL	10/31/25	OPEN
<b>RV VIOLATIONS</b>								
23-109V	7/20/23	Multiple	Owner	311 Riverbend Rd. Liberty, TX 77575	LIVING IN RV	3rd NOV & POSTED	9/15/25	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	10/20/25	OPEN
25-018V	9/16/25	Rodriguez	Jose	102 Avenue E Liberty, TX 77575	LIVING IN RV	TAGGED		CLOSED

**DILAPIDATED PROPERTY**

23-120	7/25/23	Moore	Juanita	209 Chesson Liberty, TX 77575	DILAPIDATED PROPERTY	Working on Warrant		CLOSED- CLEARED BY CITY
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	10/6/25	OPEN
25-006	1/13/25	Smith	Arthur	4106 N Main Liberty, TX 77575	DILAPIDATED PROPERTY	2nd NOV-Mail	10/24/25	OPEN
25-016	3/20/25	Jackson	Justin	2214 N Main Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail		CLOSED- CLEARED BY OWNER
25-040	5/15/25	Mitchell	Aurelia	311 Riverbend Rd. Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	9/15/25	OPEN
25-061	6/10/25	Gholson	Connie	712 Austin Liberty, TX 77575	DILAPIDATED PROPERTY	VERBAL	10/24/25	OPEN

25-082	7/22/25	McCarty	Michael	138 McMannus	DILAPIDATED PROPERTY	1st NOV- Mail	10/17/25	OPEN
25-097	8/25/25	Tabers	Michael	2721 Cos Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	10/24/25	OPEN

**SIGN ORDINANCE VIOLATIONS**

**MULTIPLE VIOLATIONS**

25-012	3/12/25	Locke	Charlie	103 East St. Liberty, TX 77575	MULTIPLE VIOLATIONS	NOV- Reinspection	10/27/25	OPEN
25-017	3/25/25	Cain III	Chap	2104 N Main Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- Mail	10/17/25	OPEN
23-134	9/12/23	Jenkins	Laurice	507 Trinity Liberty, TX 77575	MULTIPLE VIOLATIONS	NOV- Reinspection	10/3/25	READY FOR ABATEMENT
25-072	7/10/25	Overbay	Jay	150 Lone Oak Liberty, TX 77575	MULTIPLE VIOLATIONS	3rd NOV & POSTED		CLOSED
25-074	7/15/25	Ortiz	Raul	2757 Cos Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- HANGER	10/17/25	OPEN

**JUNK MOTOR VEHICLE (JMV)-PRIVATE PROPERTY**

<u>JMV Case</u> #	<u>Case OPEN</u> Date	<u>Last reg.</u>	<u>Owner</u> (Last name)	<u>Owner (First name)</u>	<u>Follow up date &amp;</u> <u>Notes</u>	<u>Vehicle Location</u>	<u>License Plate</u> #	<u>Status</u>
23-119V	9/1/23		Martinez	Jose	10/15/25	Cs.#CT182130 2731 Cos Liberty, TX 77575		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)
25-006V	6/4/25		Terrell	Craig	9/29/2025	924 Sam Houston Liberty, TX 77575		OPEN
25-010V	6/16/25	Jun-11	Orebo	Ruby		4103 N Main Liberty, TX 77575	74YNC6	CLOSED- CLEARED BY OWNER
25-012V	8/13/25	Apr-24	Dorsey	Betty	10/1/2025	528 Garrett Liberty, TX 77575	RTV3265	OPEN
25-014V	7/25/25	Dec-21	Sanchez	Abel	10/10/2025	128 Tanner Liberty, TX 77575	GDH2811	LETTER SENT- 30 DAYS
25-015V	7/31/25		Platt	Jerry		4618 McGuire Liberty, TX 77575		CLOSED- CLEARED BY OWNER
25-017V	8/28/25	Sep-22	Lucas	Terry		103 West Liberty, TX 77575	DRK8635	CLOSED- CLEARED BY OWNER

<b><i>Case Type</i></b>	<b><i>Began</i></b>	<b><i>Closed</i></b>	<b><i>OPEN</i></b>
LITTER	4	1	3
HIGH GRASS	22	6	16
STOP WORK ORDER	2	1	1
RV VIOLATIONS	4		4
DILAPIDATED PROPERTY	9	2	7
SIGN ORDINANCE VIOLATIONS	0		0
MULTIPLE VIOLATIONS	5	1	4
JUNK MOTOR VEHICLE	10	3	7
			0
<b>TOTAL CASES</b>	<b>56</b>	<b>14</b>	<b>42</b>

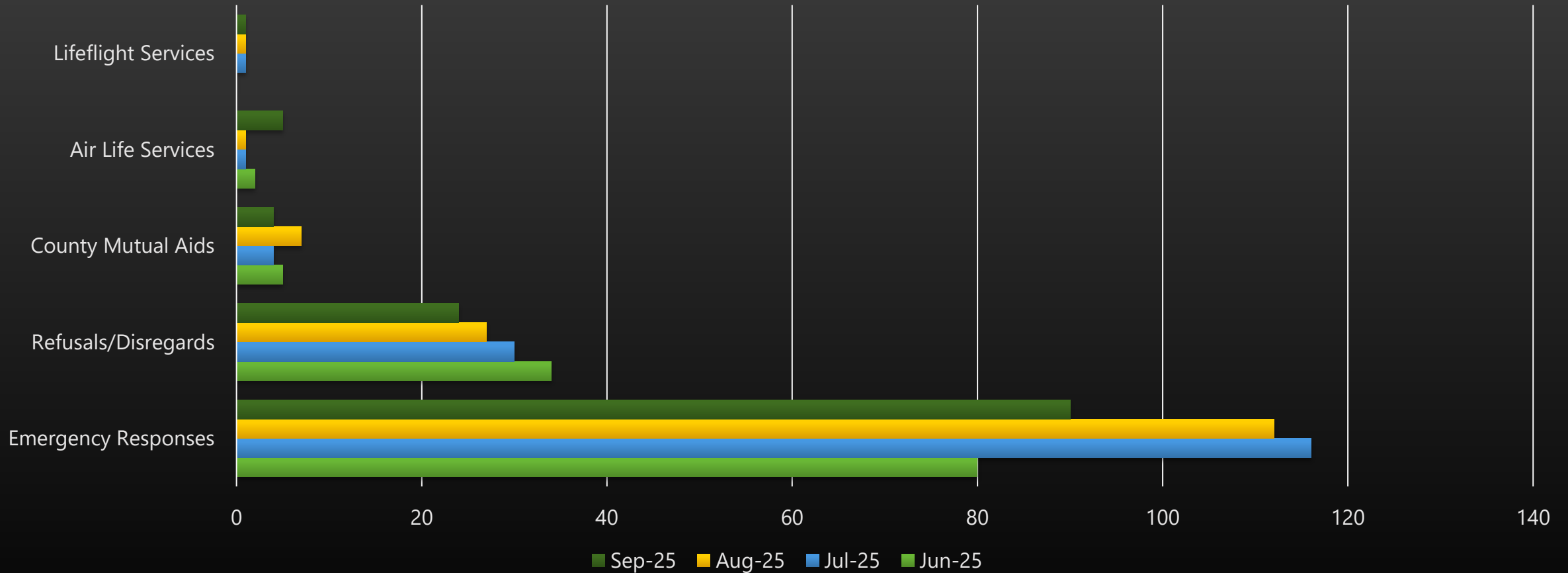
<b><u>Bandit signs collected this month:</u></b>	32
<b><u>Number of citations issued this month:</u></b>	

# *Liberty Fire*

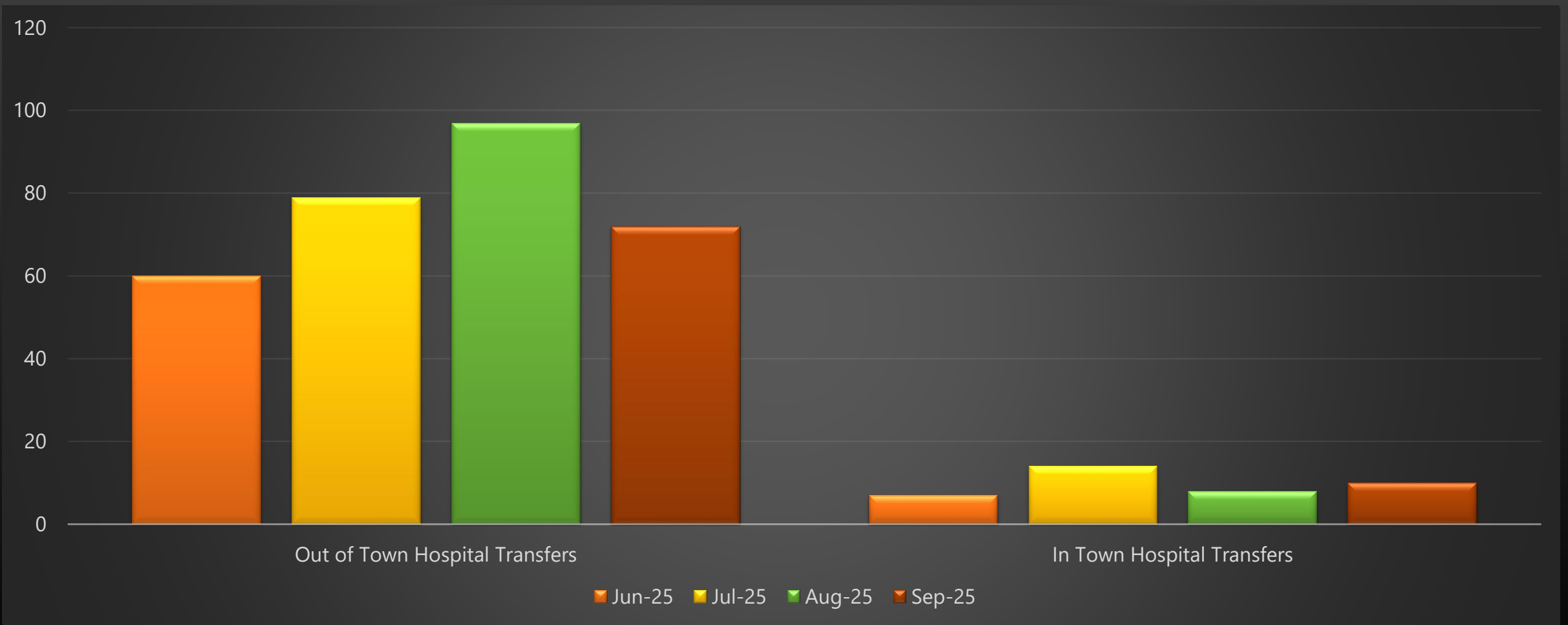
- September Monthly
- Report



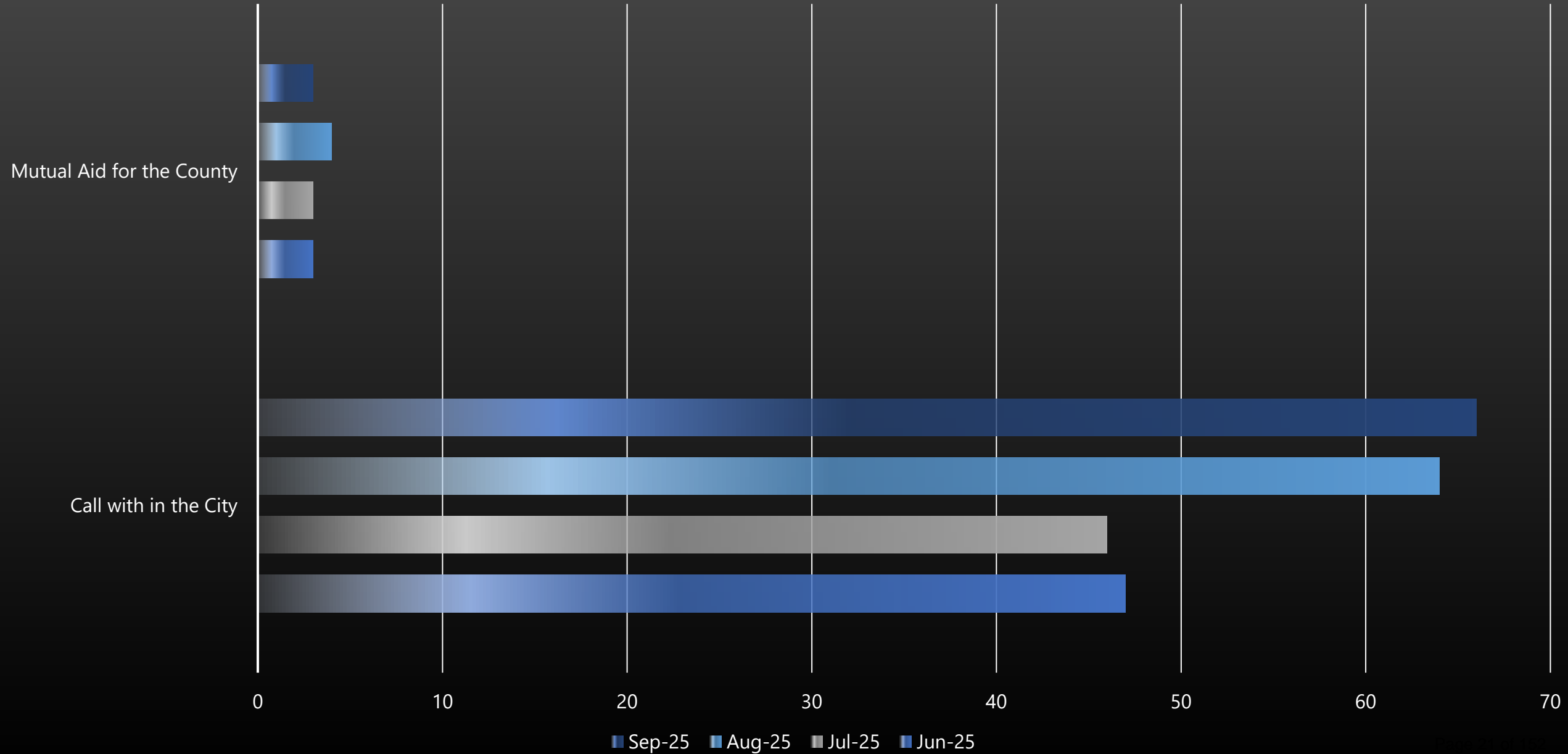
# EMS Calls: 275



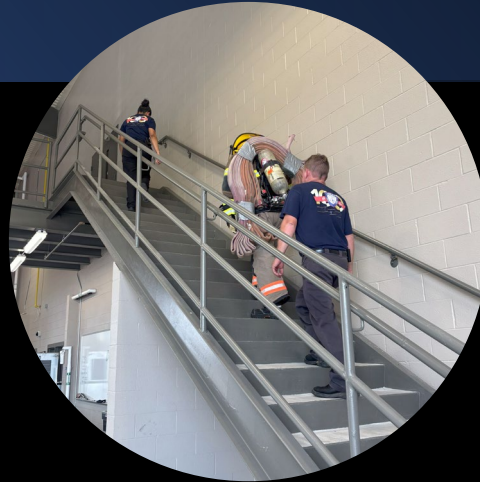
# EMS Transfers



# Fire Calls: 69



# "A" SHIFT



- **Hazmat Training**
- **Intubation Training**
- **JR JRAT Training**
- **Driving Training**



## **"B" Shift**

- **Tuesday Night Gass leak training with the volunteers**
- **Primary search training.**
- **Gass leak just off Main St.**

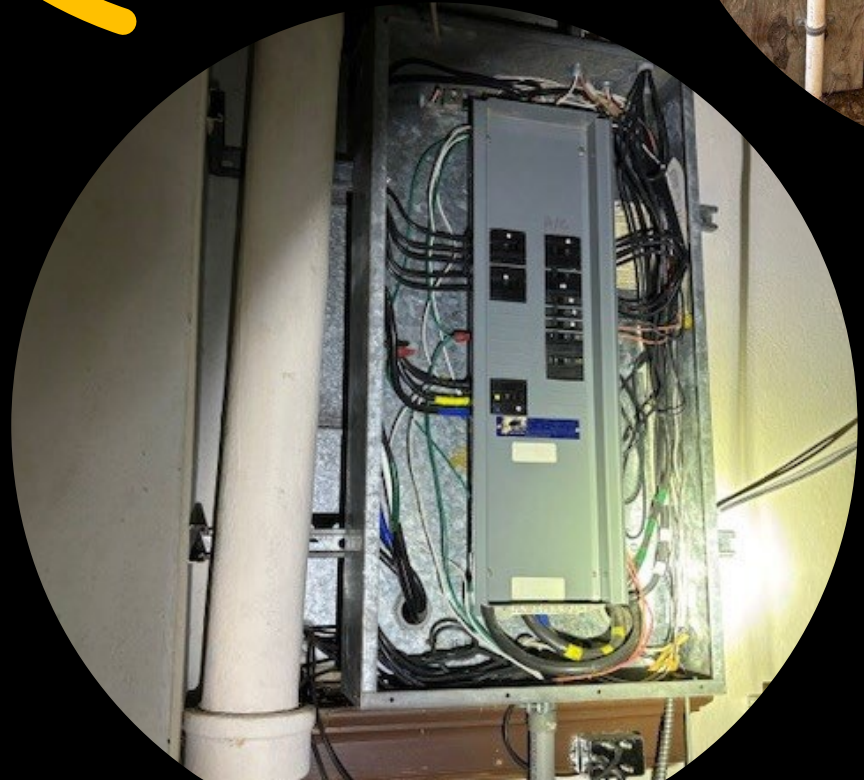
# "C" Shift

- Class-A hazmat suits
- C-Shift Live Burn Training
- Family Night Fun.



# Fire Marshal

- **Total Inspections: 32**
- **New Inspections: 8**
- **Reinspections: 20**
- **Food Truck Inspections: 4**
- **Inspection Man Hours: 21**
- **Violations found: 87**
- **Burn Permits: 2**



## Most common violations found during September

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





At the recent Trinity Valley Chamber of Commerce awards ceremony:

**James Gaus** was named **Firefighter of the Year**  
**Hailey Good** was named **Paramedic of the Year**

In addition to these honors, both were awarded a **Certificate of Special Congressional Recognition** — a prestigious acknowledgment of their dedication and impact.

James and Hailey are more than just outstanding professionals — they consistently **go above and beyond the call of duty**, showing up with compassion, courage, and a true servant’s heart. Whether responding to emergencies, mentoring others, or quietly helping behind the scenes, they embody the very best of what it means to serve.



# GOLF COURSE MONTHLY REPORT – September 2025

## Maintenance Activities

Regular daily mowing to keep up with aesthetics of the course  
 Lightly Top dressed and Verti cut greens  
 Backfilled Washout at bridge at 4 tee  
 Started edging curbs around course  
 WCID has provided riprap for erosion issues on canal on #8 and work has started  
 2.65 inches of rain recorded at the golf course this month

## Sales Report (Sept.1 – Sept. 30)

Started opening 7 days per week on Sept. 15<sup>th</sup>. Our daily average receipts for 3 Mondays are app. \$1,433.00. This equates too approx. \$1,100.00 profit per Monday for the month.  
 Our daily sales receipts per OPEN day for the month is approx. \$2,750.00  
 Concession sales were \$1550.00 for the month.

Started looking at present year vs. prior year numbers. **September 2024 Sales – \$51,492.87 compared to September 2025 Sales - \$71,378.53 for a 38% increase year to year for month of September.**

**Social media advertising continues, and our statistics are INCREDIBLE! In 38 days since first posting, we have over 98,000 views.**

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	1,958	1,855	757	507	\$5,956.15
September 2025	1,892	1,742	612	478	\$5,228.19
<b>TOTAL</b>	<b>19155</b>	<b>17538</b>	<b>7041</b>	<b>4610</b>	<b>\$55,162.60</b>

- [1] Closed for half day on October 30 and 31 due to rain
- [2] Closed for 10 days due to weather and holiday (including 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
- [8] Closed 3.5 days for weather in August
- [9] Closed 3 days for weather in September

## Liberty Municipal September 2025 Report

On Monday, September 15, the library celebrated 85 years of serving the citizens of the city of Liberty and surrounding areas. There was a great turnout for the event. The Friends of the Library provided refreshments and entertainment, Bouncin' Lil Rascals. Bouncin' Lil Rascals set up the bouncy house out back for children to have fun. Library staff worked hard to get everything decorated and ready for the event. Staff created with historical displays, photo collage, and a slideshow with a variety of photos of the library and library sponsored events over the years. State Representative Janis Holt was in attendance and presented a certificate to the library honoring the 85 years of Liberty Municipal Library as a source of knowledge, opportunity, and community pride.







Library staff are hard at work getting ready for upcoming events at the library. The library will be bringing monthly scavenger hunt events including Naruto Day on October 10, Monopoly Day on November 17, and Ninja Day on December 5. The library will also be hosting holiday celebrations including the Fall Bash on October 31 from 3:30-5:00 and the Christmas Party and last call to vote on favorite Christmas tree on December 16 from 4-5:30 p.m. The Christmas Party will be followed by Snow on the back lawn from 5:30-7:30 p.m. Everyone is invited to attend all library events.

The library is working on outreach partnerships and will be participating in Night Out, October 7 while considering partnering with events with the VFW. Children's Librarian, Gail Williamson went to the Liberty Christian Academy to read stories and inform children and staff about the library.

## Liberty Municipal Library Monthly Report March through September 2025

<b>Circulation</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>
Spanish Materials Circulation	61	38	103	97	74	89
Total Adult, Teen & YA Circulation All Formats	1,183	1,238	1,688	1,679	1,288	1,450
Total Juvenile Circulation All Formats	1,154	1,358	3,228	3,252	1,284	1,222
Total Circulation All Formats	2,337	2,596	4,916	4,931	2,572	2,672
<b>Reference Services</b>						
In-house Reference	135	133	208	260	168	197
Telephone Reference	98	75	118	150	100	93
Public Computer Assistance	102	87	130	102	110	165
<b>Collection Statistics</b>						
Total Volumes in Collection	49,193	49,306	49,266	49,320	49,344	49,526
Total Titles in Collection	68,844	69,002	69,132	69,151	69,319	70,135
<b>Cataloging</b>						
Books Cataloged	44	120	81	62	93	141
DVD/ Blu-Rays Cataloged	0	0	1	0	1	0
Audiobooks & Music CDs Cataloged	0	0	0	0	0	0
Periodicals Cataloged	32	59	32	0	0	5
<b>Building Use/ Programs/Public Relations</b>						
Meeting Room/Pavilion Use	21	13	13	21	10	15
Story Time Programs	4	4	0	0	2	3
Story Time Attendance	40	30	0	0	45	42
Misc. Children's Programs/Tours	5	0	3	4	0	0
Misc. Children's Programs/Tours Attendance	397	0	559	543	0	0
Adult Programs Attendance	34	29	48	81	28	86
YA/Teen Programs Attendance	0	0	34	21	0	0
<b>Patron Count/ Volunteers</b>						
Total Active Accounts In-City Patrons	2,425	2,426	2,436	2,437	2,403	2,387
Total Active Accounts Out-of-City Patrons	3,868	3,869	3,862	3,830	3,760	3,733
Total Volunteers	3	3	5	3	0	10
Total Volunteer Hours	13.5	11.5	10	6.75	0	26.5
Patron Visits Count	2,640	2,207	3,096	3,126	1,575	1,799
<b>Public Use Technology</b>						
Wireless Users	0	3	0	387	138	108
Hours of Patron Wireless Use	0	0	0	42	30	49
Public Computers Users This Month	210	251	255	247	164	204
Hours of Patron Computer Use	137	160	130	161	113	141
Website Sessions: Online Catalog	1,680	1,661	2,089	1,965	1,799	1,883
Social Media Sessions: Facebook, Instagram	625	24,761	2,185	1,522	981	733

Liberty Municipal Library Volunteer Report for the Month of September 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	Total
Abshier, Dana															3.5																3.5
Daniel, Hannah																															0
Davis, Beverly															3.5																3.5
Harbour, Cathy															3.5																3.5
Hammer, Theresa																															0
Kemper, Sharon															3.5																3.5
Lawrence, Lindsay															2																2
Pickett, Sandy															3.5																3.5
Stratton, Gloria															3																3
Sundgren, Gary															3.5																3.5
Sundgren, Josh																															0
Sundgren, Stacy															3.5																3.5
Ursprung, Heather															0.5																0.5
Total for month																															26.50

CITY OF LIBERTY  
 INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT  
 SEPTEMBER 2025

<b><u>PLAN REVIEW</u></b>		
# of Plans Reviewed		
<b><u>BUILDING PERMITS</u></b>		
Commercial Building Permits - New		
Commercial Building Permits - Renovation/Remodel	1	
Commercial Building Permits - Addition/Expansion		
Residential Building Permits- New (Manufactured Homes)	2	
Residential Building Permits - New (Single Family)		
Residential Building Permits - New (Multi-Family)		
All Other Permits Issued	42	
<b><u>CERTIFICATE OF OCCUPANCY</u></b>		
Commercial C of O's Issued	5	
<b><u>FEE REVENUE</u></b>		
Permit Fee Revenue	\$5,497.90	
Tap Fee Revenue	\$0.00	
<b>TOTAL</b>	<b>\$5,497.90</b>	

**CITY OF LIBERTY  
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT  
SEPTEMBER 2025**

<b>SEPTEMBER 2025-COMMERCIAL</b>		
BUSINESS NAME	ADDRESS	PERMIT TYPE
BEAUSOLIEL APARTMENTS	2704 M MAIN	PLUMBING
		FIRE SPRINKLER
		FIRE ALARM
RT WIRELESS	2303 N MAIN	SIGN
		ELECTRICAL
BOOMERANG TUBE	1100 FM 3361	BURN PERMIT
ALLISON FUNERAL HOME	1101 N TRAVIS	REROOF
DIVINE DESIGNS	2816 N MAIN	CERTIFICATE OF OCCUPANCY
LDRMC	1353 N TRAVIS	FIRE ALARM
PLC BLDG 1	2151 MIZELL	FIRE PROTECTION
PLC BLDG 2	2151 MIZELL	FIRE PROTECTION
JB METALS USA LLC	301 VERA	CERTIFICATE OF OCCUPANCY
TVE FAIRGROUNDS	321 WALLISVILLE	ELECTRICAL
SERCO INC	2131 HWY 146	CERTIFICATE OF OCCUPANCY
CATO	2011 HWY 146	FIRE ALARM
LIBERTY MEDICAL SURGICAL GROUP	720 N TRAVIS	REROOF
GREYSTAR TRANSPORTATION SOLUTION	1021 N MAIN, STE 109	CERTIFICATE OF OCCUPANCY
FRIENDLY CDJR	320 HWY 146	CERTIFICATE OF OCCUPANCY
JEHOVAH WITNESS CHURCH	3716 HWY 90	REMODEL
LIBERTY CENTRAL	1019 MAIN ST	ELECTRICAL
NORTHGATE SHOPPING CENTER	2363 N MAIN	ELECTRICAL

# LIBERTY POLICE DEPARTMENT

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- MONTHLY REPORT
- September 2025





CITY OF LIBERTY  
POLICE DEPARTMENT

1906 LAKELAND DR.

POLICE  
CITY OF LIBERTY

POLICE  
CITY OF LIBERTY

911

# LIBERTY POLICE DEPARTMENT

CALLS FOR SERVICE	1929
OFFENSES REPORTED	61
OFFENSES CLEARED	11
TRAFFIC CITATIONS	77
WARNING TICKETS	187
TRAFFIC ACCIDENTS	29
ARRESTS	12
ANIMALS HANDLED	27
ALARM CALLS	75
AMOUNT RECOVERIES	\$ 51,093.78



# LIBERTY POLICE DEPARTMENT

- We're in the process of implementation with Tyler Public Safety, TLETS, Liberty Computer Systems with the Mobile Data Terminals (MDT's) in our Patrol Units.
- Tyler Public Safety has installed our E911 service which will be another tool Dispatch can utilize to be more efficient to better assist the community. We're currently working through the implementation.
- Our two new employees have started work. Kelly Vargas is adjusting to Dispatch and Officer Reyes is adjusting to the Patrol Division. Brittney Carrier has also been hired and started work on October 6, 2025. We will have a swearing in ceremony later this month.

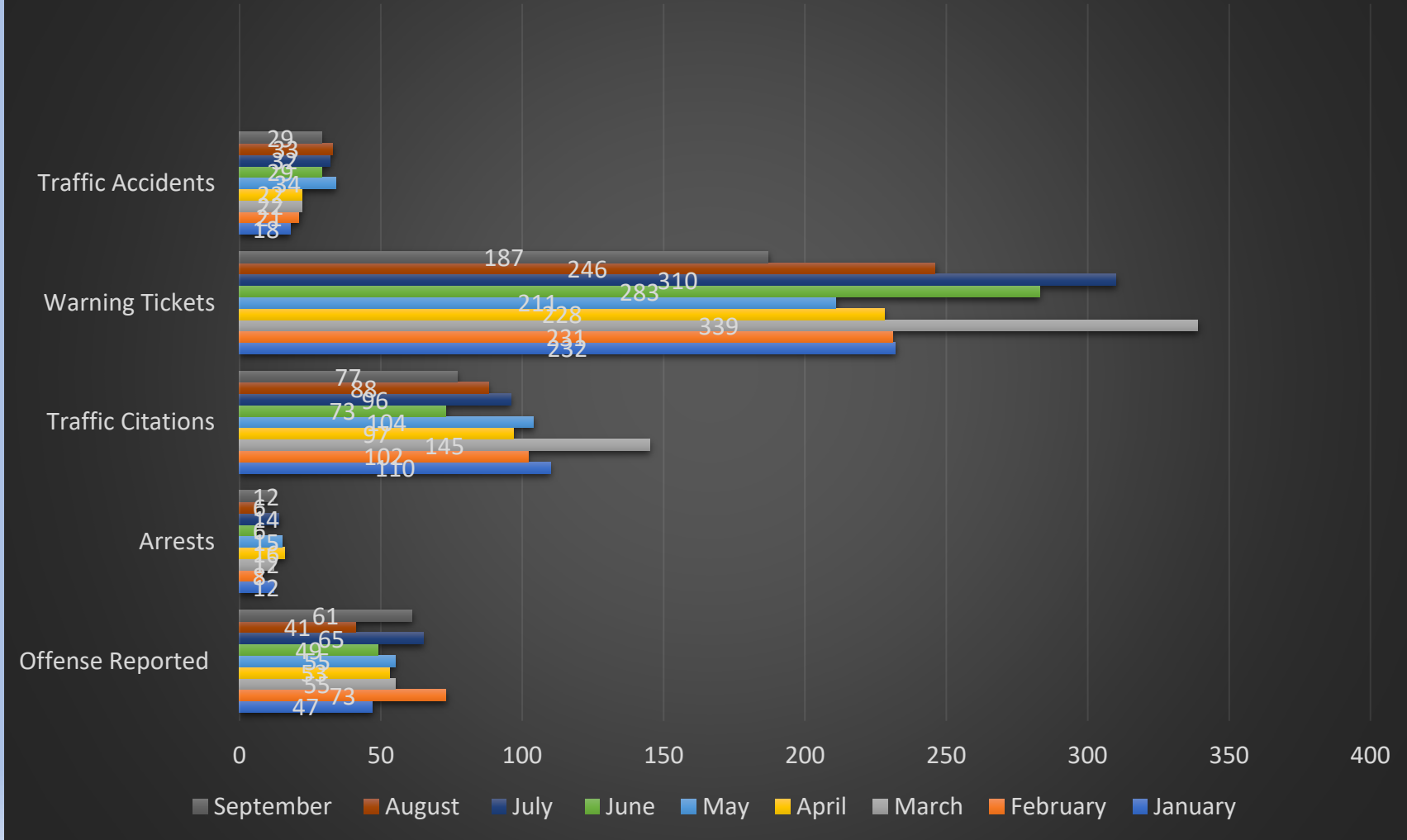




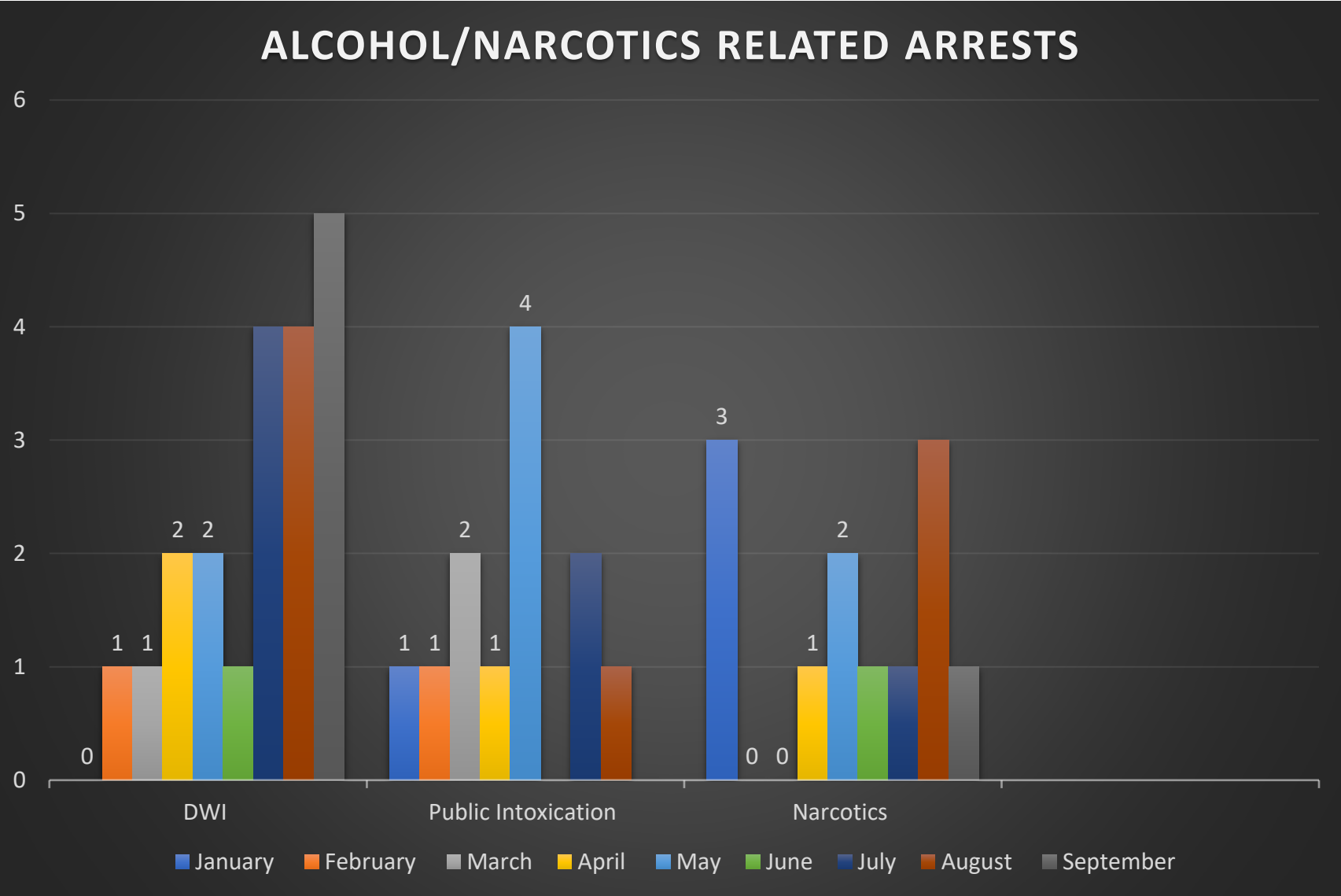
# MDT IMPLEMENTATION

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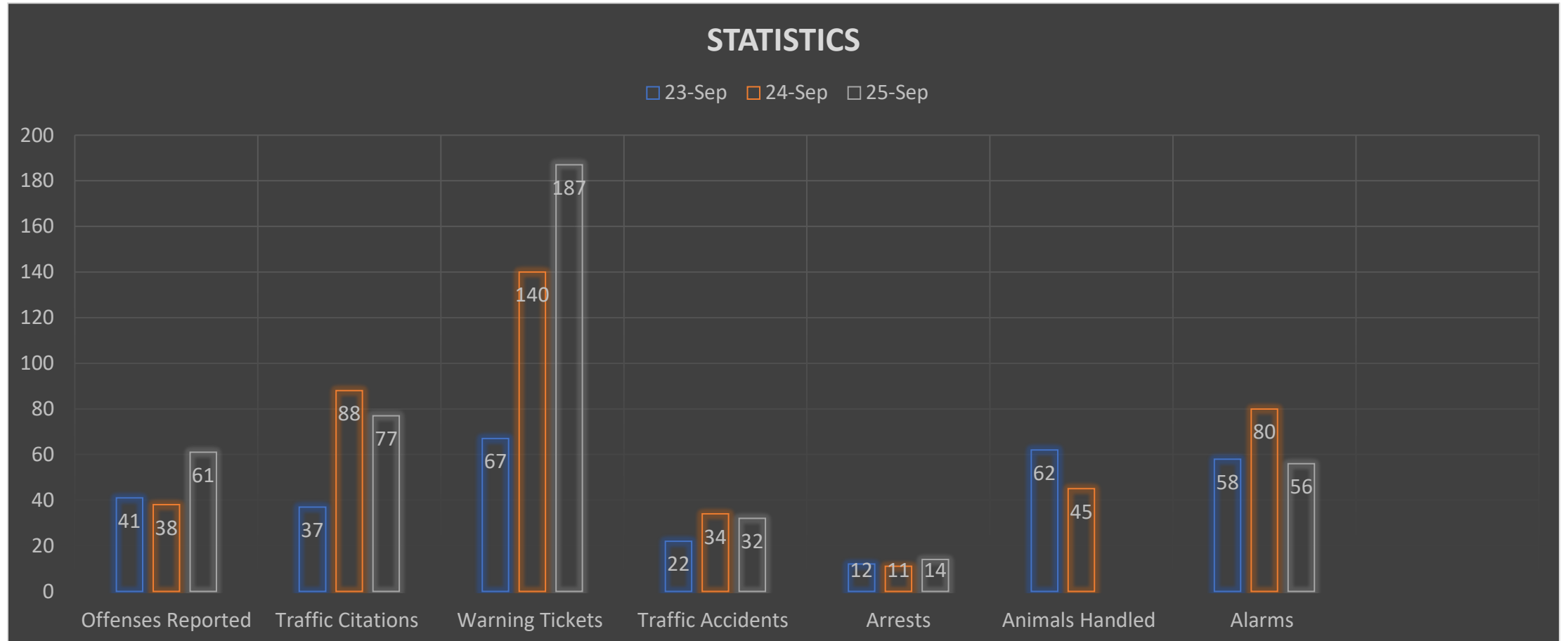
# Police Department Monthly Stats



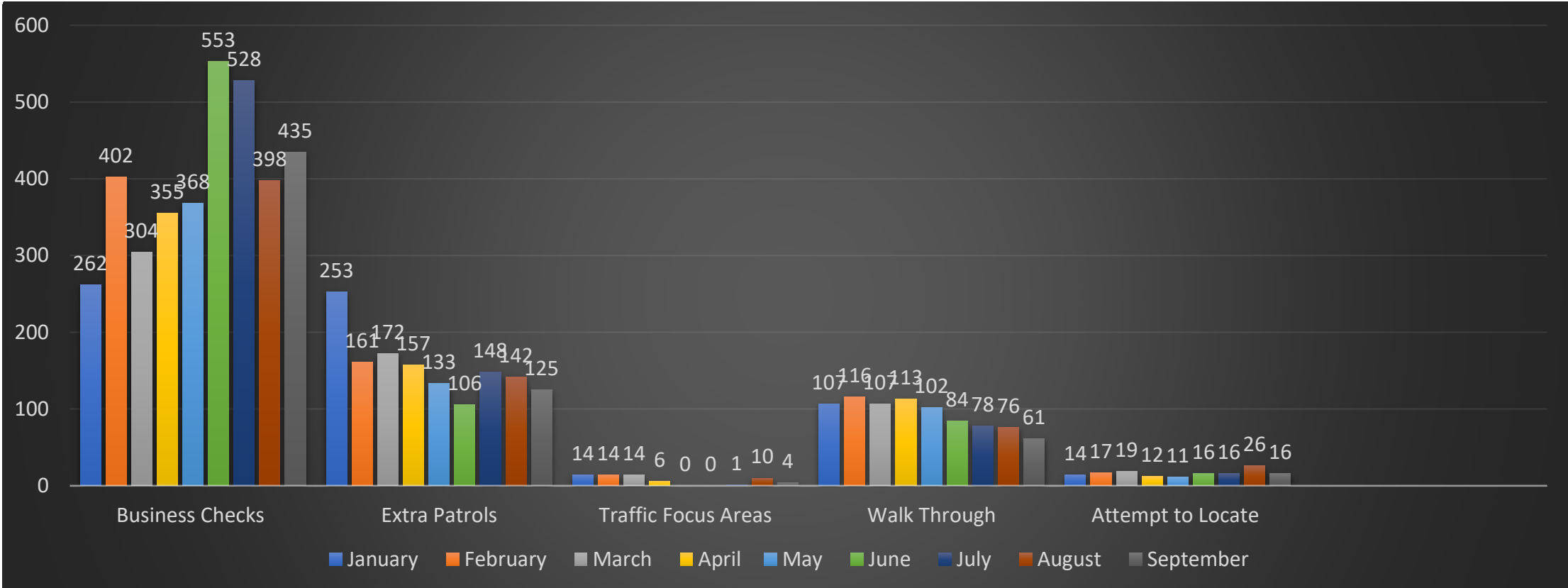
# ALCOHOL/NARCOTICS RELATED ARRESTS



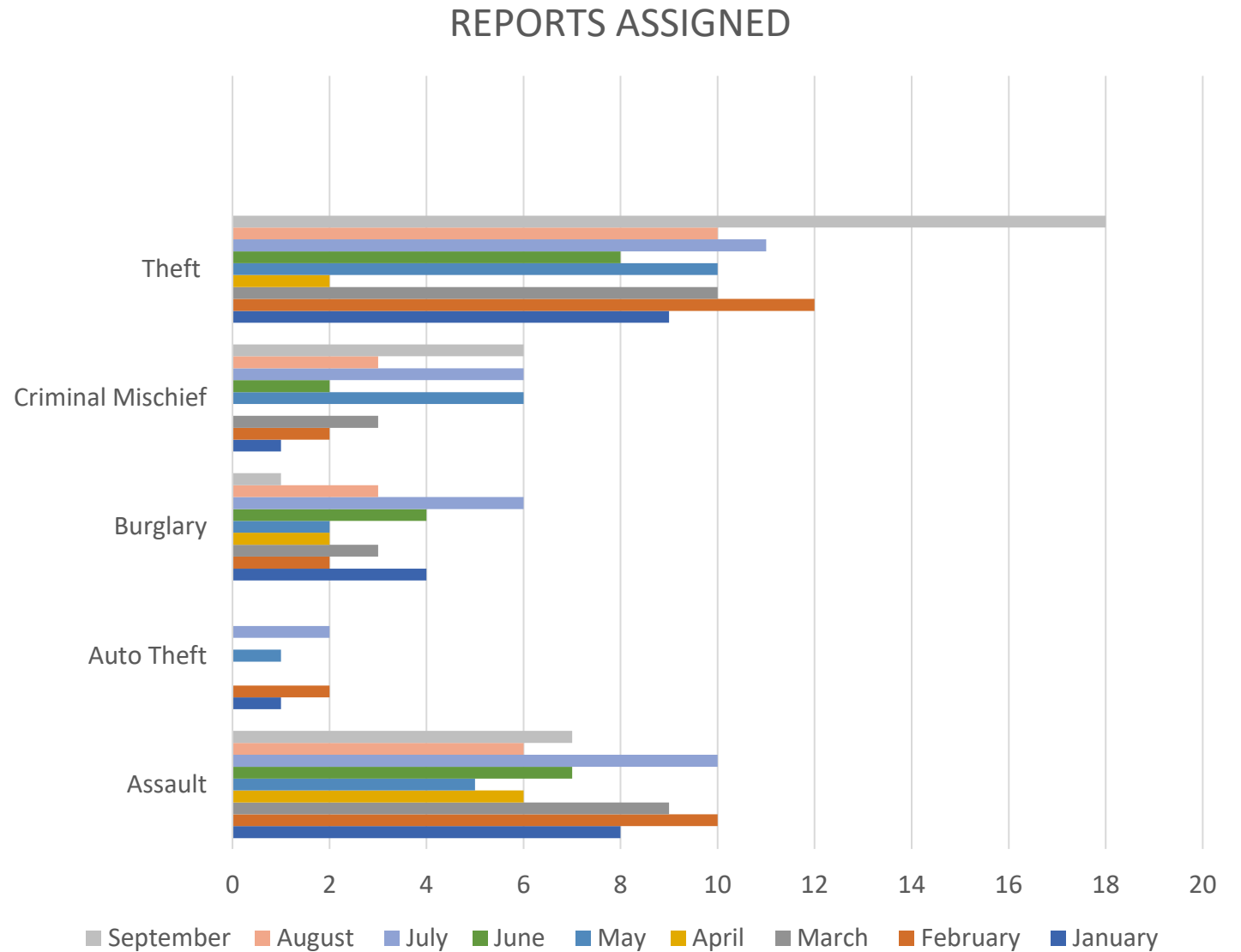
# YEAR BY YEAR COMPARISON



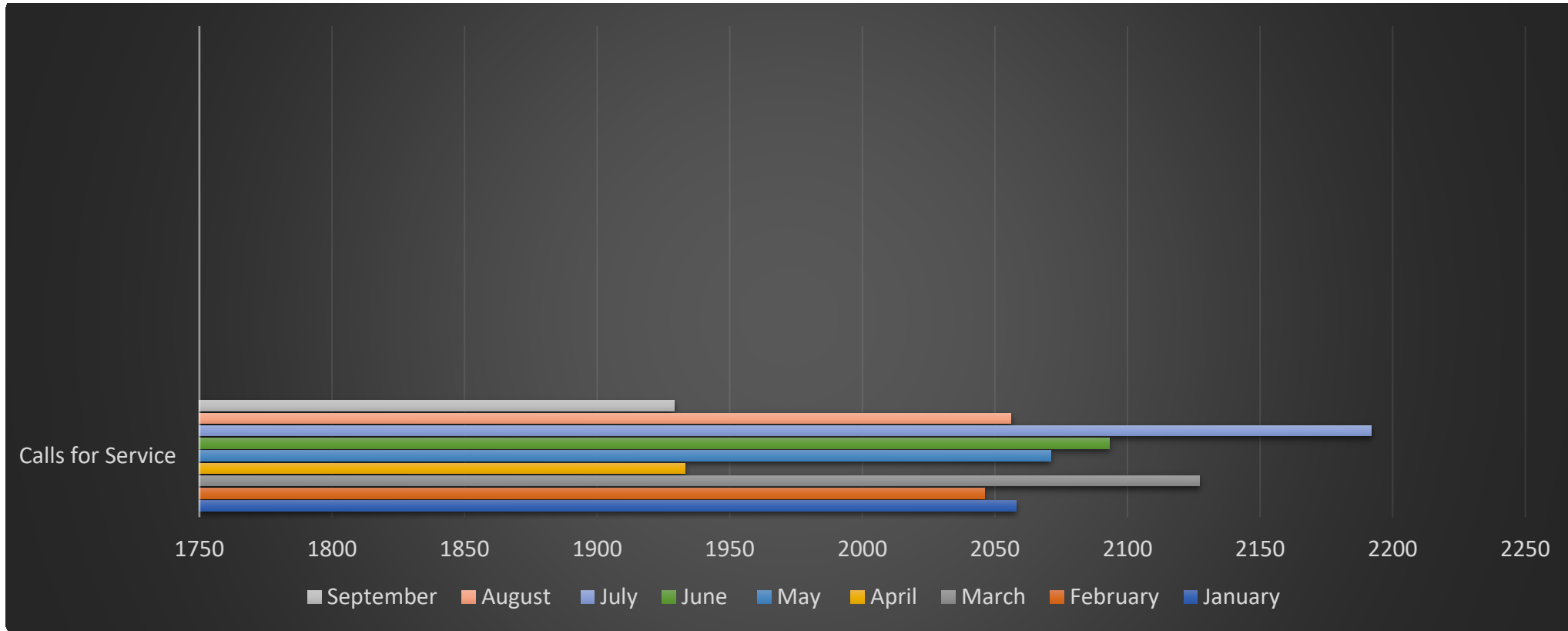
# PROACTIVE POLICING



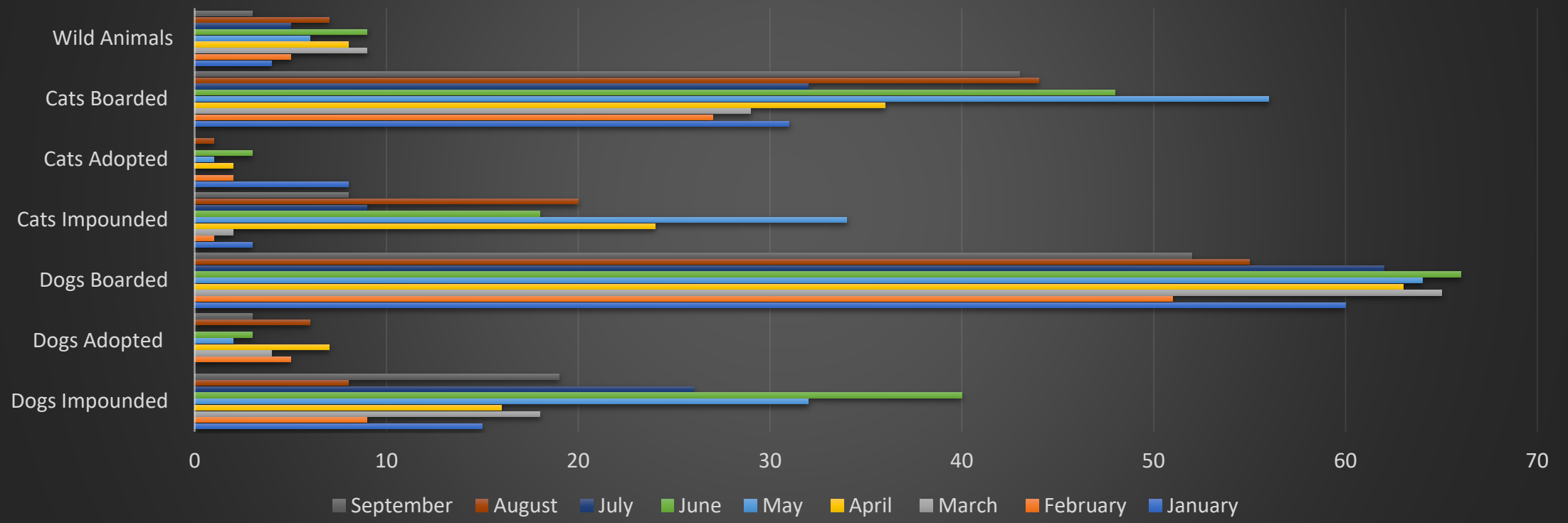
# DETECTIVE DIVISION SUMMARY OF ACTIVITY



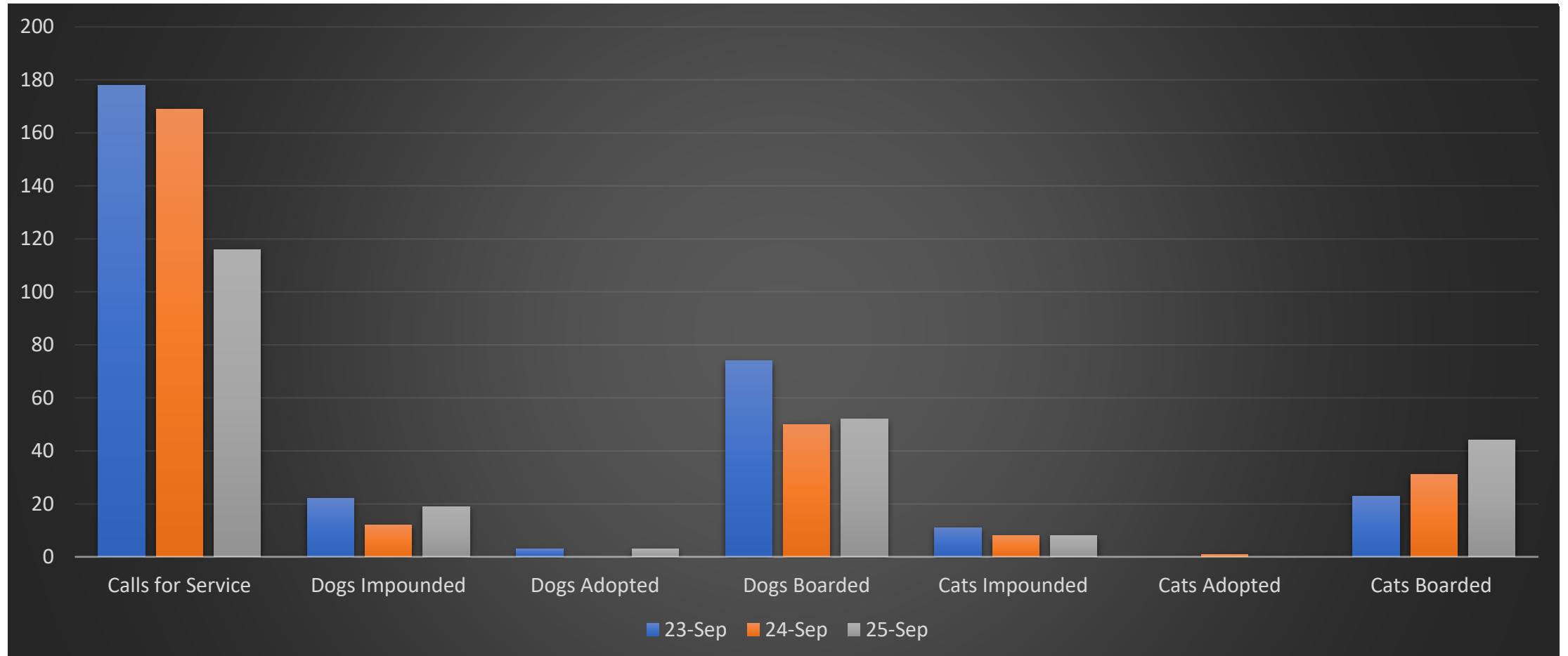
# CALLS FOR SERVICE



# ANIMAL SHELTER MONTHLY STATS



# Animal Shelter Year by Year Comparison



# SEPTEMBER TRAINING

## Post Critical Incident Training

- Officer Simon Prince

## Basic Instructor

- Lt McDuffie
- Detective Ellison
- Donna Smith
- Selena Rodriguez

## Hostage/Crisis Negotiations

- Kandice Ellison

## TCOLE Conference

- Lt Lozano
- Donna Smith

## ICS 300 & ICS 400

- Lt McDuffie
- Detective Burks
- Detective Trousdale
- Selena Rodriguez

---

Detective Burks has been working on the Crime Scene Mobile Command Unit. This Unit was purchased in 2019 from Extreme Trailers of Texas.



CRIME SCENE  
MOBILE  
COMMAND  
UNIT





# Public Information Monthly Activity Report September 2025



## Facebook Insights

Views: 191,334

The number of times our content was played or displayed.

Reach: 95,366

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: 987

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

+Followers: 73

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 24<sup>th</sup>
- 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: 280

Reach: 111

Clicks: 11

+Followers: 9



## “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.

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# PUBLIC WORKS MONTHLY REPORT

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## STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

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### This Month's Notes

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#### JAMES REDDING – STREETS

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NOTES:

- Sprayed for mosquitos
- Swept streets
- Mowed on route
- Trimmed limbs
- checked flood pumps on Mondays
- Repaired concrete cut on Lakeland
- Repaired asphalt street cuts
- Installed crosswalk at Travis and Monta
- Cleaned cemetery at Edgewood and Bowie
- Repaired curb on Lakeland
- Repaired storm drain separation on Loblolly
- Picked up vegetative debris at Airport
- repaired storm drain separation on Carter
- Patched around town
- Cleaned inlets
- Cut and formed up sidewalk on Forest
- Repaired stop sign on Regency
- Cleaned ditch at end of Jessica

**FIXING THESE STREETS**

Streets:						
	Graded:					Miles
	Swept:				62	Hours
	Street cut repairs:				8	Each
	Curb & Gutter Repair:				21	Feet
Drainage:						
	Ditch Cleaning:				250	Feet
	Culvert Installation:				0	Feet
	Catch Basin/inlets cleaned:				663	Each
	Levee Inspection:				Yes	
	Flap Gate Debris Removal					
Spraying:						
	Herbicide:					Gallons
	Mosquito:				475	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: Started demolition on the old splash pad.

## 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. Replaced basketball nets when needed.

## Trees:

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

## Flags:

Work Performed: Checked for wear and tears every day and replace as necessary.

**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. Finished setting light poles, started running power to new poles.
8. Called many fence companies and only one gave a bid for new front gates and fence to the entrance to the park.

***AMERICA RUNS ON GOOD CLEAN WATER!***

**MARK REED – WATER / WASTEWATER MANAGER**

**MONTHLY WATER REPORT**

**REPAIRS COMPLETED**

<b>41</b>	WATER REPAIRS
<b>2</b>	SEWER REPAIRS

**LINE MAINTENANCE (CAMEL)**

<b>2631</b>	HOURS OF OPERATION TOTAL
<b>2000</b>	FEET OF SEWER LINE CLEARED / CLEANED
<b>5</b>	MANHOLES CLEANED

**WORK COMPLETED**

<b>2</b>	MANHOLE REPAIRS
<b>15</b>	SEWER STOPAGES
<b>4</b>	WATER TAPS
<b>4</b>	SEWER TAPS
<b>4</b>	CLEANOUTS REPLACED / INSTALLED
<b>5</b>	METERS REPAIRED / REPROGRAMMED
<b>4</b>	RADIO REPLACEMENTS
<b>3</b>	CUSTOMER PROBLEMS / ISSUES
<b>2</b>	METER BOXES REPLACED
<b>2</b>	METER LIDS REPLACED
<b>10</b>	CUSTOMER REQUEST TURN ON
<b>10</b>	CUSTOMER REQUEST TURN OFF
<b>8</b>	CUT OFF SERVICE NON-PAYMENT
<b>80</b>	RECHECKS
<b>5</b>	PULLED / CHANGED METERS
<b>409</b>	TEXAS 811 LINE LOCATES

**MISC:**

	AMES READINGS CHECKED DAILY
	<b>CLOSED 76 WORK ORDERS</b>

**MONTHLY OPERATIONS**

<b>2 DAILY</b>	FREQUENCY THAT WATER WELLS ARE CHECKED
<b>40</b>	DISINFECTANT WATER SAMPLES THAT ARE TAKEN X 1 DAILY
<b>9</b>	SAMPLES FOR MONTHLY MONITORING-CHLORINE REPORT
<b>X2/WKLY</b>	FREQUENCY THAT LIFT-STATIONS ARE CHECKED
<b>MONTHLY</b>	END LINE FLUSHING

## Power Outages - SEPTEMBER 2025

Date	Location	Time Called Out	Time Power Restored	Response Time (mins)	Outage Time (mins)	Cause of Outage
6	700 BLOCK OF WALLISVILLE	8:20 PM	10:30 PM	20	175	Tree fell causing blown fuses, broken neutral and 2 damaged phases
10	T-Mobile cell tower	4:26 PM	4:45 PM	19	19	copper thieves cut wire
13	204 4th St.	8:54 PM	11:15 PM	26	141	vines and wildlife on top of transformer
13	Tennessee/Trinity	9:30 AM	12:35 PM	20	180	contractor dropped trees onto primary
23	2704 N Main	9:58 AM	10:15 AM	17	17	tabs inside meter can were not making good contact
23	308 Industrial circle	2:29 PM	2:55 PM	11	26	blown underground primary due to wildlife
24	5004 N Travis	8:05 AM	NA			underground service bad on 1 leg causing partial power loss
24	1330 Edgewood	9:40 AM	10:17 AM	18	37	blown line fuse due to tractor mowing bumped pole or guide wires
24	117 Timber Ridge	3:20 PM	5:10 PM	15	110	boring contractor damaged underground services at 113 Timber Ridge
29	1511 Edgewood	4:15 PM	4:30 PM	15	45	Blown line fuse due to wildlife
<b>AVERAGE</b>				<b>18</b>	<b>83</b>	

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 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:** October 14, 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

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

## Regular Meeting

~ Minutes ~

April Gilliland  
City Secretary  
936-336-3684

Tuesday, September 9, 2025

6:00 PM

City Council Chambers

### I. CALL TO ORDER

This meeting was called to order on September 9, 2025, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 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			
Council Member Nick Dennis	X			

### II. INVOCATION

Invocation was given by Minister Bryant Perkins from Liberty Church of Christ.

### III. PLEDGE OF ALLEGIANCE

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

### V. PRESENTATIONS / REPORTS

#### A. Golf Course Presentation

A new social media campaign has started for the Golf Course, and the first video was shown to the Council.

**B. 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:

- Water System Maintenance
- Lakeland Drive Water Leak
- Main and Texas Street Drainage
- Forest Hills Water Line Improvements
- Roadway Asset Services
- Splash Pad

**C. 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.

**D. Sam Rayburn Municipal Power Agency - Mayor Hebert**

Mayor Hebert, Board Member of the Sam Rayburn Municipal Power Agency, stated that the meeting in August was a standard business meeting. The next meeting will be held on September 16th in Livingston.

**E. Mayor, Council and Staff Comments**

No Comments were made.

**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 Brents. The motion passed 7 to 0 with all present voting yes.

**A. Minutes Approval**

1. August 12, 2025
2. August 26, 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, APPROVING THE 2026 TxDOT ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT AGREEMENT.**

**VII. REGULAR AGENDA**

**A. Regular Session**

**1. CITY COUNCIL TO CONDUCT A PUBLIC HEARING ON THE PROPOSED TAX RATE FOR FISCAL YEAR 2025-2026.**

At 6:17 p.m., Mayor Hebert opened the Public Hearing on the Proposed Tax Rate for Fiscal Year 2025-2026. The proposed tax rate is \$0.5838 for the 2025-2026 Budget.

At 6:18 p.m., Mayor Hebert closed the Public Hearing on the Proposed Tax Rate for Fiscal Year 2023-2024.

**2. CITY COUNCIL TO CONDUCT A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026.**

At 6:18 p.m., Mayor Hebert opened the Public Hearing on the Proposed Budget for Fiscal Year 2025-2026.

City Manager Bryan Kendrick stated that the total balanced budget for Fiscal Year 2025-2026 is \$41,233,973.

At 6:19 p.m., Mayor Hebert closed the Public Hearing on the Proposed Budget for Fiscal Year 2025-2026.

**3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE.**

The budget process culminates in action by the City Council to adopt the budget and set the tax rate. This process includes Budget Work Sessions and Public Hearings on both the budget and tax rate. Before the tax rate is adopted, an ordinance approving the budget must be adopted, as the tax rate is to be in accordance with the budget (LGC §102.009).

The City Charter, Section 9.08 states that the budget shall be finally adopted in accordance with the timelines as prescribed by Texas State Law.

A motion was made by Council Member Brents to approve the ordinance adopting the budget for Fiscal Year 2025 - 2-26 and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

**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, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE BUDGET.**

Adoption of a budget that raises more revenue from property taxes than in previous years requires a separate vote of the governing body to ratify the property tax increase reflected in the budget (LGC §102.007(c)). This vote is in addition to and separate from the vote to adopt the budget and the vote to set the tax rate.

A motion was made by Council Member Dennis to approve the resolution ratifying the property tax increase reflected in the budget and seconded by Council Member Dugger. The motion passed 7 to 0 with all present voting yes.

**5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2025-2026 AT A RATE OF \$0.5838 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE.**

The City Council is required to vote on the tax rate for Fiscal Year 2025-2026.

I & S Rate	\$0.1908
M & O Rate	\$0.3930
Total Tax Rate	\$0.5838

A motion was made by Council Member Brents to approve the ordinance adopting an ad valorem tax rate for fiscal year 2025-2026 at a rate of \$0.5838 per hundred dollars (\$100) assessed valuation on taxable property and seconded by Council Member Seymour. The motion passed 7 to 0 with all present voting yes.

**6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AMENDING THE MASTER FEE SCHEDULE BY INCREASING ELECTRIC, WATER, WASTEWATER, SOLID WASTE RATES; ADJUSTING FEES FOR SECURITY LIGHTS, ANIMAL CONTROL, LIBRARY, AND PERMITS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The rate study presented to City Council in 2019 by Freese & Nichols recommended the rates for water and wastewater be raised by 8% annually, for the next six (6) years. This rate increase will be used to fund the bonds that will be required to complete the projects for the water and wastewater systems. This will be the sixth year of the increase.

The electric rate increases by 0.008 cents.

The solid waste rate increases by 2% for residential services and 5% for commercial services per contract with Frontier Waste.

The Animal Control adoption fee is being removed as it is not charged. Library Fees have been updated or deleted based on current supplies. Permit Fees have been updated to include all current fees charged by third-party vendors and costs.

A motion was made by Council Member Dugger to approve the ordinance amending the master fee schedule by increasing electric, water, wastewater, solid waste rates; adjusting fees for animal control, library, permits and security lights and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

**7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AWARDED THE BID FOR THE MUNICIPAL PARK POND CLEANOUT PROJECT TO SMART MATERIALS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROJECT.**

The City of Liberty received three bids for the Municipal Park Pond cleanout project. The proposals included mobilization, removal of all vegetation from the pond, loading and hauling away of material, and demobilization. The bids are as follows:

- 1. Pipeline Inspection and Construction Company (PIC) – \$59,860
- 2. Smart Materials, Inc. – \$50,500
- 3. BSC (Baytown Sand and Clay) Management, LTD – \$82,500

A motion was made by Council Member Ward to approve the resolution awarding the bid for the municipal park pond cleanout project to Smart Materials, Inc. and seconded by Council Member Bell. The motion passed 7 to 0 with all present voting yes.

**8. AN ORDINANCE APPROVING CLOSING OUT THE MUNICIPAL SOLID WASTE FUND AND TRANSFERRING SAID FUNDS AND OPERATIONS TO THE CITY'S GENERAL FUND**

A motion was made by Council Member Brents to approve the resolution approving closing out the municipal solid waste fund and transferring said funds to the general fund and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

**9. Second Reading - 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 AIRPORT AND CITY MOWING EQUIPMENT PROJECT AND APPROVING THE EXPENDITURE OF FUNDS FOR SAME.**

The Liberty Community Development Corporation ("LCDC") is authorized under Chapter 505 of the Texas Local Government Code to undertake projects promoting new or expanded business development. The LCDC Board of Directors held a public hearing on August 19, 2025, regarding the expenditure of funds for the acquisition of mowing equipment; and the LCDC Board of Directors voted to approve amending the Fiscal Year 2024–2025 Budget to transfer One Hundred Forty-One Thousand Dollars (\$141,000.00) for the purchase of a tractor, bat wing, and zero-turn mower for the Liberty Municipal Airport, and to transfer Two Hundred Forty-One Thousand Four Hundred Dollars (\$241,400.00) to the City for the purchase of mowing equipment for City facilities and public rights-of-way; and the City Council finds that the acquisition of such equipment promotes economic development by improving and maintaining the appearance of City facilities and the Liberty Municipal Airport, both of which enhance community image and attractiveness for residents, businesses, and visitors. The resolution will be read aloud two (2) times by the City of Liberty City Council. The City of Liberty City Council hereby approves the LCDC Airport and Mowing Equipment Project and approves the expenditure of funds in the amount of Three Hundred Eighty-Two Thousand Four Hundred Dollars (\$382,400.00). The City Council approves spending the initial money for the purchases out of the Cambridge fund and then reimbursing the Cambridge fund from LCDC after the expiration of sixty (60) days.

The second reading of the resolution was by City Attorney Brandon Davis.

A motion was made by Council Member Dugger to approve the resolution approving the LCDC airport and city mowing equipment project and approving the expenditure of funds and transferring said funds to the general fund and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

**10. AN ORDINANCE APPROVING AMENDMENTS TO THE CITY OF LIBERTY'S FISCAL YEAR 2024 – 2025 BUDGET.**

Amend the 2025 fiscal year budget to capture revenue.

A motion was made by Council Member Brents to approve the ordinance approving amendments to the fiscal year 2024 - 2025 budget and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

**11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING AN EXPENDITURE OF FUNDS ON SPECIFIC PROJECTS AND EQUIPMENT.**

Council to decide which departmental requests to prioritize regarding projects and equipment.

A motion was made by Council Member Bell to approve the resolution approving an expenditure of funds on specific projects and equipment and seconded by Council Member Dugger. The motion passed 6 to 1 with Council Member Brents voting against.

**12. Discussion and possible action regarding Liberty Municipal Park Rules.**

The reason for this request is a recurring safety issue on the park's walking/jogging trails. While the trails are advertised as shared use for walking, jogging, and biking, there are currently no rules governing safe use by cyclists.

A motion was made by Council Member Brents to table this item for further research and seconded by Council Member Dugger. The motion passed 7 to 0 with all present voting yes.

**13. 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, REJECTING HIGHLINE’S OFFER TO PURCHASE THE CITY’S FIBER RING.**

Highline Internet is proposing to purchase the fiber ring installed by the City of Liberty.

A motion was made by Council Member Ward to reject Highline's offer to purchase the fiber ring and seconded by Council Member Dennis. The motion passed 4 to 3 with Council Members Ward, Dennis, Brents and Seymour voting for the rejection and Council Members Hebert, Dugger and Bell voting against.

**14. 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 INSTALLATION OF NEW LIGHTING AT THE HUMPHREYS CULTURAL CENTER.**

Discussion and possible action regarding the theater lighting and HVAC concerns.

A motion was made by Council Member Seymour to approve the resolution to install new lighting at the Humphreys cultural center and seconded by Council Member Ward. The motion passed 6 to 0 to 1 with Council Member Brents abstaining.

**B. Executive Session**

At 8:01 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 §551.072 - 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.
  - Appointments to Library Board
  - Nominees for Port of Liberty Board
- 4. Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**  
Discussion regarding economic development negotiations.

**C. Reconvene into Regular Session**

At 9:47 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 action on real estate matters discussed in the executive session.

No action was taken.

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

- Appointments to Library Board
- Nominees for Port of Liberty Board

A motion was made by Council Member Bell to appoint Margaret Gardzina, Erin Dorsett, Bill Buchanan, and Katriesa Secada to the Liberty Municipal Library Board and seconded by Council Member Brents. The motion passed 7 to 0 with all present voting yes.

A motion was made by Council Member Bell to nominate Wendall Null, Denise Barkis, and Robert Runkle to the Port of Liberty Board of Directors and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

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

No action was taken.

**VIII. ADJOURNMENT**

**A. Motion To: Adjourn**

With no further business to discuss, Mayor Hebert adjourned the meeting at 9:48 p.m.

\_\_\_\_\_  
John Hebert, Jr., Mayor

ATTEST:

\_\_\_\_\_  
April Gilliland, City Secretary



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELING THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR NOVEMBER 11, 2025, DUE TO THE VETERANS DAY HOLIDAY, AND CALLING A SPECIAL MEETING FOR NOVEMBER 13, 2025; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the regular meeting of the City Council of the City of Liberty, Texas, is scheduled for Tuesday, November 11, 2025; and

**WHEREAS**, November 11, 2025, is a designated City holiday in observance of Veterans Day; and

**WHEREAS**, the City Council finds it to be in the best interest of the City to cancel the regular meeting and to call a special meeting for Thursday, November 13, 2025, at the usual meeting time and location;

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

1. That the regular meeting of the City Council scheduled for November 11, 2025, is hereby canceled due to the Veterans Day holiday.
2. That a special called meeting of the City Council is hereby scheduled for Thursday, November 13, 2025, at 6:30 p.m., at the City Council Chambers, 1829 Sam Houston St, Liberty, Texas 77575.
3. That notice of the special meeting shall be posted in accordance with the Texas Open Meetings Act.
4. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, FINDING THAT THE TRINITY VALLEY EXPOSITION PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY.**

**WHEREAS**, the Trinity Valley Exposition (“TVE”) Parade is an annual community event that promotes civic pride, encourages tourism, and provides educational and cultural benefits to residents and visitors; and

**WHEREAS**, the City Council of the City of Liberty, Texas, finds that participation in and support of the TVE Parade serves a valid public purpose consistent with the City’s mission of promoting community engagement and economic vitality; and

**WHEREAS**, the Texas Department of Transportation (“TxDOT”) requires local governmental authorization for temporary closure of state rights-of-way during community events; and

**WHEREAS**, the City Council desires to authorize execution of an agreement with TxDOT to allow the temporary closure of portions of the state highway system for the safe conduct of the 2025 TVE Parade;

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

1. **Public Purpose.** The City Council hereby finds and determines that the Trinity Valley Exposition Parade serves a legitimate public purpose by promoting community spirit, tourism, and economic development.
2. **Authorization to Execute Agreement.** The City Council hereby authorizes the City Manager to execute, on behalf of the City of Liberty, an agreement with the Texas Department of Transportation for the temporary closure of state right-of-way as necessary for the safe conduct of the 2025 TVE Parade.
3. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is adopted was open to the public, and that public notice of the time, place, and subject of said meeting was given as required by law.
4. **Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Liberty, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Liberty, in Liberty, County; and

**WHEREAS**, the local government has requested the temporary closure of Loop 227 (Main St.) for the purpose of the TVE Opening Day Parade, from 10/15/25 to 10/15/25 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the \_\_\_\_\_ City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

**Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.  
**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF \_\_\_\_\_**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

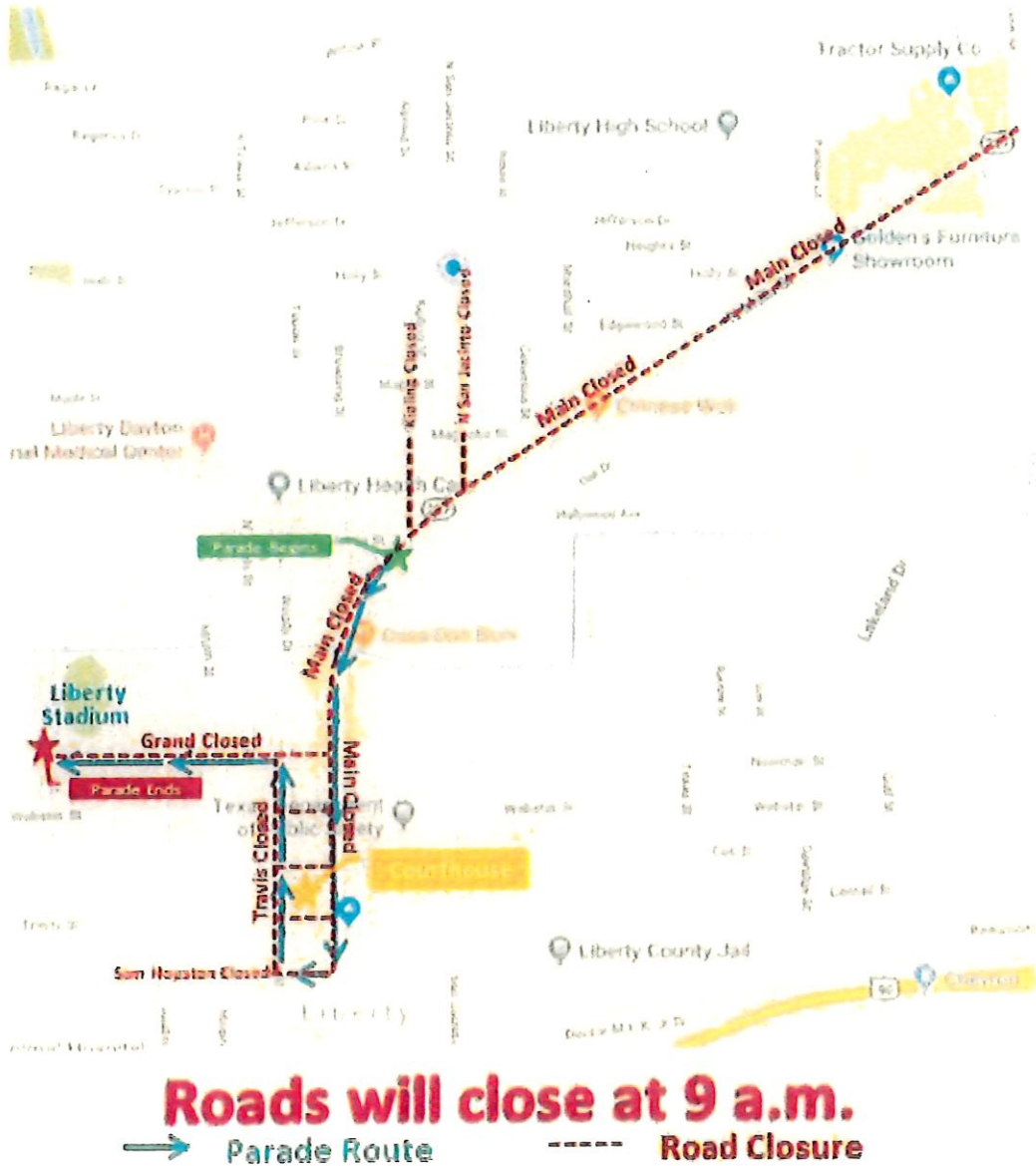
**THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

### Exhibit A

# TVE Opening Day Parade Road Closure



Agreement No. \_\_\_\_\_

**Exhibit B**

## Exhibit C



### RULES FOR OPENING DAY PARADE

1. No one may ride on top of the vehicle (roof, hood, etc.).
2. Candy, gum, beads, advertisement etc. may be given out from the entry during the parade. It must be **HANDED (Not thrown, tossed, etc.)** over the white line to the spectators. No warning will be given; entry will be removed from parade.
3. There will be no alcoholic beverages allowed during the parade.
4. **If you need to drop off a rider for an entry in the parade, you MUST do so by parking on a side road and walking them to their destination. Transportation will not be provided by the parade committee and once the streets are shut down only vehicles in the line-up will be allowed.**
5. All trucks, trailers, and floats must have guard rails or some type of railing to prevent riders from falling off the side of the entry. No tractor trailers.
6. The Parade will not stop for any type of exhibition. **Do not stop to perform.**
7. Entries with walkers and trailers must continue to move. If your walkers get behind, the trailer must continue at the pace of the parade and not wait on the walkers.
8. If walking, the parade committee cannot guarantee you will not be behind an animal. Please wear appropriate footwear.
9. There is no set theme for the Opening Day Parade. All entries must be approved by the Parade Committee.

All participants will be contacted **AFTER** 6:00 p. m. on Monday, October 13, 2025 to inform you of your parade entry number. Please answer unknown numbers/ check your voicemail. You may also be contacted by text.

All participants must be at their designated site by 9:15 a. m. to line up on Wednesday, October 15, 2025.

By entering into the parade, everyone involved in your entry agrees to the above stated rules. Rules are subject to change without prior notice. The parade committee and/or TVE has the right to refuse to let anyone in the parade or to escort them off of the route at any time during the parade. Chairman has the final say.

By entering into this parade you agree that your entry's picture belongs to T.V.E and can be released to the public as they see fit.

**THE PARADE WILL BEGIN PROMPTLY AT 10:00 a. m.**

Return to:  
TVE Opening Day Parade  
Email: [tveparades@yahoo.com](mailto:tveparades@yahoo.com)  
Or  
Fax: 936-336-5192

## Exhibit C

### Traffic Management Plan For:

### Annual TVE Parade

**PURPOSE:**

The primary purpose of the traffic management plan is to formally establish a coordinated plan for the direction and control of traffic during the TVE Parade on October 16th, 2024.

To provide designated detour routes for traffic flow north and south on Loop 227.

**Estimated Time of Detour:** 9:00 a.m. until 12:30 p.m.

**DETOUR ROUTE LOOP 227:**

**North Bound Traffic –**

Traffic traveling north on Loop 227 will detour at Loop 227 (Main St.) and Hwy 146/Hwy 90. Flow will travel East to the intersection of Hwy 90/146 Bypass. Turn left on Hwy 146 Bypass and travel to the intersection of Hwy 146 Bypass and Loop 227 (Main St.).

**South Bound Traffic –**

Traffic traveling south on Hwy 146 (Main St.) will detour (turn left) at the 146 bypass and travel south to Hwy 90 Intersection. Then turn right and travel west on Hwy 90 to their destination.

**TRAFFIC POINTS – DETOUR ROUTE**

**Barricades Needed-**

Barricades and detour signs south side of railroad tracks at MLK.  
Barricades will be placed on loop 227 and Bypass

**Detour Signs Needed-**

Detour Sign at Hwy 90 Intersection directing traffic East on Hwy 90  
Detour Sign at Hwy 90 Bypass directing East Bound North on Hwy 146 Bypass  
Detour Sign at Hwy 146 (N. Main) directing traffic South on Hwy 146 Bypass  
Detour Sign at Hwy 146 Bypass and Hwy 90 intersection directing south bound traffic right on Hwy 90.

"Committed to Excellence"

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA, FOR THE NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

**Department:** Administration

**Subject:** Service Line Warranties

**Background:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC, will help Liberty, TX to achieve its goals by:

- Providing homeowners with affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the utility
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The utility can elect to receive a royalty of 10% of the payments of plan fees received from customers who enroll for the duration of the program.

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a

leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Limit	Coverage	Annual Calls/Per Coverage	Service Royalty for the Call City
External Water Line	\$6.99	Unlimited		Unlimited Calls \$8,500 Per Call	10%
External Sewer Line	\$7.99	Unlimited		Unlimited Calls \$8,500 Per Call	10%
In-Home Plumbing	\$20.99	Unlimited		Unlimited Calls \$3,000 Per Call	10%

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate residents about our repair service plans. Program marketing literature clearly discloses that the Program and the utility are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the utility and will submit all marketing/communications materials to the utility for final approval before each campaign.

No mailing/customer data is required. Residents can choose to enroll via mail, phone or web. We bill customers directly. Customers can cancel at any time. No minimum enrollments required.

**Funding Source:** No cost to the utility to participate. The utility would receive 10% royalty based on plan fees received from customers who enroll. – This is optional. If royalty is turned down prices are lowered.

**Staff Recommendation:** It is recommended that Council authorize the City Manager to enter into the royalty marketing agreement with Utility Service Partners, Inc. (USP) a HomeServe Company, for an initial term of three (3) years, subject to review.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Presentation

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA, FOR THE NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City of Liberty (the “City”) desires to provide information to residents regarding affordable options to protect against the unexpected costs associated with water and sewer line repairs on private property; and

**WHEREAS**, Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America (“SLWA”), a HomeServe Company, administers the National League of Cities (“NLC”) Service Line Warranty Program, which provides voluntary warranty plans to homeowners for the repair and replacement of private service lines; and

**WHEREAS**, the NLC Service Line Warranty Program is endorsed by the National League of Cities and has been successfully implemented by municipalities across the country to benefit residents by reducing unexpected costs, promoting timely repairs, and supporting the use of qualified local contractors; and

**WHEREAS**, participation in the program is entirely voluntary for residents, and there is no cost to the City to participate; and

**WHEREAS**, City staff has reviewed the proposed Agreement and recommends approval of the same.

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

1. That the City Council hereby approves the Marketing Agreement between the City of Liberty, Texas, and Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America, in substantially the form attached hereto as Exhibit “A.”
2. That the City Manager is authorized to execute the Agreement and any related documents necessary to effectuate the intent of this Resolution.
3. That this Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas



## NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

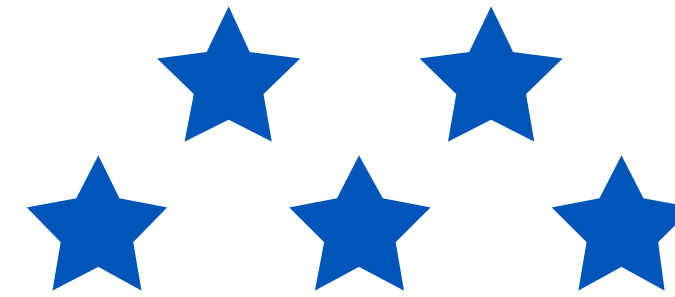
NLC Service Line  
Warranty Program by  HomeServe

# WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?



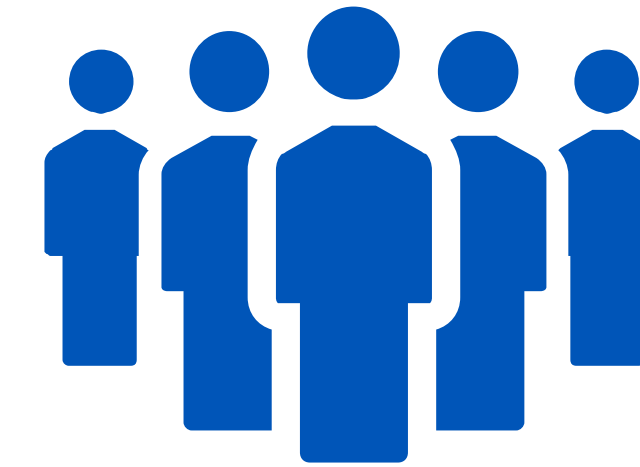
## EXPERIENCE

Offering services for over 20 years



## REPUTATION

4.8 out of 5 stars customer satisfaction



## PARTNERSHIP

Endorsed by National League of Cities



### BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau®



2018 WINNER

### Torch Awards for Ethics

Better Business Bureau of Western PA

*“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”*



Clarence Anthony  
Executive Director  
National League of Cities



# AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
  - the municipality is responsible for maintenance of the water and sewer lines on their property
  - repairs are covered by their homeowner's policy

# MANY HOMEOWNERS ARE UNPREPARED



**78%**

of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



**59%**

of homeowners surveyed have had a home repair emergency in the past year



**40%**

4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

# NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

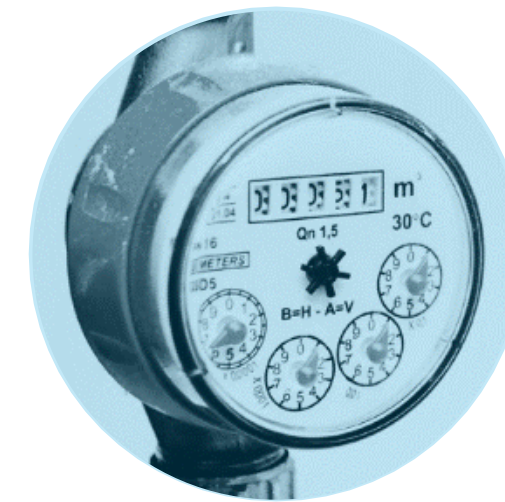


- Only service line program Endorsed by the National League of Cities
- No cost for the Municipality to participate
- Optional ongoing Revenue Stream for the Municipality
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

# NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL  
COVERAGE



WATER/WELL LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

## Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

# NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS




## INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

# MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time

# SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- More than 1300 municipal and utility partnerships
- Currently serving over 5 million customers
- Saved customers over \$638 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 4.8/5
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors
- Municipality/Utility involvement provides better pricing and coverage, as well as pre-vetted contractors

# 50 Texas Partners and Repair Savings

- Anna
- Anthony
- Arlington
- Bryan
- Crandall
- Commerce
- Corinth
- Corrigan
- Dayton
- Decatur
- Denison
- Denver City
- Diboll
- El Paso Water
- Forest Hill
- Forney
- Hondo
- Hurst
- Hutchins
- Kaufman
- Kennedale
- Killeen
- Kyle
- La Marque
- Lancaster
- Lewisville
- Madisonville
- Marshall
- Mercedes
- Midland
- Navasota
- Odessa
- Penitas
- Pilot Point
- Poteet
- Princeton
- Roanoke
- Rockdale
- Rockport
- Rowlett
- San Angelo
- SouthWest Water Company
- Sweetwater
- Temple
- Texarkana
- Uvalde
- Waxahachie
- Wilmer
- Denton County Fresh Water Supply District 1



This program has saved Texas residents almost \$32 million in repair costs



**For more information contact**

Emilie Zalfini

Director, Regional Water Team

412-527-2511

[EZalfini@UtilitySP.net](mailto:EZalfini@UtilitySP.net)

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of \_\_\_\_\_, (“**Effective Date**”), by and between the City of Liberty, Texas (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

**WHEREAS**, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

**WHEREAS**, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

**WHEREAS**, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its Affiliates (defined below), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed

at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “DPA”), which is incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a municipality, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party

claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

#### 10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom’s Bribery Act 2010 and Canada’s Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the “Reporting Hotline” section of SLWA’s Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party’s compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days’ prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party’s records for the purpose of confirming such other Party’s compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

**To:** City:  
City of Liberty  
1829 Sam Houston St  
Liberty, TX 77575-4742  
Attention: Bryan Kendrick  
email: bkendrick@cityofliberty.org

**To:** SLWA:  
Utility Service Partners Private Label, Inc.  
d/b/a Service Line Warranties of America  
45 Glover Ave., 6th Fl.  
Norwalk, CT 06850  
Attention: Michael Backus, Chief Revenue Officer  
email: michael.backus@homeserveusa.com

With a copy to:  
Legal Department

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe USA Corp., and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Texas, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Texas, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become

aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct)

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF LIBERTY**

**UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC.  
D/B/A SERVICE LINE  
WARRANTIES OF AMERICA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael Backus

Title: \_\_\_\_\_

Title: Chief Revenue Officer

## **Exhibit A**

### Marketing Agreement

#### City of Liberty Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
  - A. Exterior water service line plan (initially, \$ 6.99 per month)
    - i. Covers Customers' responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
    - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
  - B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
    - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
    - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
  - C. Interior plumbing and drainage plan (initially, \$ 20.99 per month)
    - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
      - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
    - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AWARDED THE BANK DEPOSITORY CONTRACT TO FIRST LIBERTY BANK.

**Department:** Administration

**Subject:** Bank Depository

**Background:** The city received proposals from two local banks in response to our request for proposals. The banks submitting proposals were FLB and Prosperity Bank. Currently the city has their bank depository services with FLB, but has also done business with Prosperity in the past. The proposals are very similar with little difference. Staff feel either bank would provide a very good service for us.

**Funding Source:**

**Staff Recommendation:** It is the recommendation of staff that City Council award the bank depository contract to First Liberty Bank for a period of 5 years. The city would have no additional cost buying new stock and would not need to change information from numerous State and Federal agencies for banking direct payments.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AWARDED THE BANK DEPOSITORY CONTRACT TO FIRST LIBERTY BANK.**

**WHEREAS**, state law requires the City Council to vote on the City’s bank depository from time to time; and

**WHEREAS**, the City received proposals from two (2) local banks in response to its request for proposals; and

**WHEREAS**, the City currently uses First Liberty Bank for its bank depository services; and

**WHEREAS**, the City Council finds it to be in the best interest of the City to continue using First Liberty Bank and authorizes the Mayor to execute any documents necessary for a five (5) year contract with First Liberty Bank.

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

1. The City Council hereby names First Liberty Bank as the bank depository for the City of Liberty and authorizes the mayor to execute a five (5) year bank depository services contract with First Liberty Bank.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Action Item

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE PORT OF LIBERTY’S BUDGET FOR YEAR END 12/31/2025.**

**WHEREAS**, the Port of Liberty was jointly created by the City of Liberty and the Chambers-Liberty Counties Navigation District; and

**WHEREAS**, the Port of Liberty serves a public purpose of helping to create and manage a commercial port on the Trinity River in Liberty that will bring jobs and businesses to the City of Liberty; and

**WHEREAS**, the Port of Liberty’s bylaws require that the Port submit a budget annually to the City of Liberty and Navigation District for approval; and

**WHEREAS**, the City Council finds that the budget submitted by the Port of Liberty is appropriate and serves the citizens of Liberty.

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

1. The City Council hereby approves the Port of Liberty’s budget for the year ending in 12/31/2025 as attached hereto as Exhibit “A”.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas

Port of Liberty  
Revised Budget  
YE 12/31/2025

		<b>2025 Budget</b>	<b>Revised 2025</b>
<i>Income:</i>			
Rental Income		\$ 24,000.00	\$ 24,000.00
Interest Income		\$ 1,000.00	\$ 1,000.00
<b>Total Income</b>		<b>\$25,000.00</b>	<b>\$25,000.00</b>
<i>Expenses:</i>			
Commissioners Fees		\$ 1,260.00	\$ 2,250.00
Audit & Accounting		\$ 4,300.00	\$ 3,000.00
Audit & Accounting-Catch Up			\$ 11,500.00
Supplies-Office: Cks. PO, etc.		\$ 500.00	\$ 750.00
Maintenance/Enviro. Assessment		\$ 7,500.00	\$ 6,000.00
Management & Bookkeeping		\$ 4,740.00	\$ 1,500.00
Marketing Advertising & Promotional		\$ 1,000.00	\$ 1,000.00
Insurance		\$ 4,000.00	\$ 6,500.00
Lease Expense		\$ 1,200.00	\$ 3,000.00
Legal & Professional		\$ 500.00	\$ 1,000.00
Special Project: Blue Group Eco Development			\$ 100,000.00
<b>Total Disbursements</b>		<b>\$ 25,000.00</b>	<b>\$ 136,500.00</b>
<b>Net Inflow:</b>		<b>\$0.00</b>	<b>-\$111,500.00</b>

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ACCEPTING FOR FILING A PETITION REQUESTING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF THE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICE OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

**Department:** Administration

**Subject:**

**Background:**

**Funding Source:**

**Staff Recommendation:** STAFF RECOMMENDS THAT THE CITY COUNCIL APPROVE A RESOLUTION ACCEPTING A PETITION REQUESTING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF THE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICE OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW.



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

### Resolution

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**CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ACCEPTING FOR FILING A PETITION REQUESTING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF THE PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICE OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Chapter 372, Texas Local Government Code, as amended (the "Act"), authorizes the City of Liberty, Texas (the "City") to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, a landowner petition, a copy of which is attached as Exhibit A (the "Petition"), was filed with the City Secretary requesting the creation of the "The Highlands Public Improvement District" (the "District") and which Petition the City Council of the City (the "City Council") hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district with boundaries as described in the Petition, to support a development project within the corporate limits and extraterritorial jurisdiction of the City, as required and in compliance the Act; and

WHEREAS, the Petition indicated: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (ii) the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, or (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the District, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the District is to be located or in which the improvements are to be undertaken, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed District; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept

the Petition and to call a public hearing (the "Public Hearing") at which the City Council will consider the adequacy of the Petition and hear public testimony regarding the feasibility and advisability of creating the proposed District.

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

Section 1. The recitals set forth in the WHEREAS clauses of this Resolution are true and correct and are incorporated as part of this Resolution.

Section 2. City staff has reviewed the Petition and determined that the same complies with the requirements of the Act and the filing of the Petition is accepted. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls the Public Hearing to consider the adequacy of the Petition and to hear public testimony on the feasibility and advisability of creating the proposed District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs of the improvements, to be held beginning at or after 6:30 P.M. on Thursday, November 13, 2025, in the regular meeting place of the City Council in the Liberty City Hall located at 1829 Sam Houston St., Liberty, Texas 77575. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The Public Hearing may be adjourned from time to time.

Section 5. The City Secretary is hereby authorized and directed to give all notices of the Public Hearing as required by law, including notices required by the Texas Open Meetings Act and by the Act. The notice of public hearing regarding creation of the District is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of Exhibit B attached hereto which notice is incorporated herein by reference as a part of this Resolution for all purposes.

Section 6. The City Secretary shall cause the aforesaid notice, attached hereto as Exhibit B, to be published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the District is to be located or in which the improvements are to be undertaken before the fifteenth (15th) day before the scheduled date of the Public Hearing. The City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the District substantially in the form attached hereto as Exhibit B to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed District and to address such notices to the "Property Owner" before the fifteenth (15th) day before the scheduled date of the Public Hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

Section 7. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the proposed District or may defer the adoption of such a resolution for up to six months. The creation of the proposed District is within the sole discretion of the City Council.

Section 8. All orders 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, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 10. 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 this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 11. 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 12. This Resolution shall become effective immediately from and after it is passed and approved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, THIS 14TH DAY OF OCTOBER 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas

Exhibit A

[Landowner Petition]

**PETITION FOR THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT  
WITHIN THE CITY OF LIBERTY, TEXAS**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF LIBERTY, TEXAS:

**COMES NOW**, Von Schmidt Land and Cattle, LLC, a Texas limited liability company (“Petitioner”), owner of certain taxable real property, who hereby petitions the City of Liberty, Texas (“City”), to conduct a hearing on this Petition, and to establish a public improvement district pursuant to Section 372.005 of the Texas Local Government Code, as amended, to be known as “The Highlands Public Improvement District” (the “District”). In support of the same, Petitioner would respectfully show the following:

I. Boundaries

The boundaries of the proposed District are set forth in Exhibit “A” attached hereto and incorporated by reference herein. All of the land in the proposed District is located wholly within Liberty County, Texas and within the corporate limits and the extraterritorial jurisdiction of the City, and is commonly known as the parcel of land located south of McGuire Road and east of Annas Lane.

II. General Nature of the Proposed Public Improvements

The general nature of the proposed public improvements (the "Public Improvements") may include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in (1)-(10); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with operating and maintaining the improvements listed above.

III. Estimated Cost of the Public Improvements

The estimated total cost of the proposed Public Improvements is \$112,000,000.00, including issuance and other financing costs.

IV. Assessment Methodology

An assessment methodology will be prepared that will address: (i) how costs of the Public Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of assessments for costs savings (pursuant to an annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Public Improvements are assessed to property on the basis of the special benefits.

Pursuant to the methodology, the City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Public Improvements (including interest).

#### V. Apportionment of Costs

Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Public Improvements. All of the costs of the proposed Public Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Public Improvements and no municipal property in the District shall be assessed. Any remaining costs of the proposed Public Improvements will be paid from sources other than assessment of the property within the District. The developer of the District may also pay certain costs of the Public Improvements from other sources of funds, if any, available to it as developer of the District.

#### VI. Management of the District

The Petitioner proposes that the District be managed by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

#### VII. Petitioner Concurrence

Subject to the conditions set forth below, the Petitioner concurs in the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

#### VIII. Advisory Body

The Petitioner proposes the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioner requests a representative of the Petitioner be appointed to the advisory board.

#### IX. Petitioner Standing

The Petitioner is the owner of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

#### X. Filing

This Petition will be filed with the City Secretary, City of Liberty, Texas.

Executed this 30 day of September, 2025

PETITIONER  
VON SCHMIDT LAND AND CATTLE, LLC,  
a Texas limited liability company

By: 

Name: Charles Von Schmidt

Title: President

**EXHIBIT A**  
**(attached)**



County: Liberty County  
Project: 398.590 Acres  
Job No.: 15296

#### DESCRIPTION OF 398.590 ACRES

Being all of a called 355.953 acre tract, as recorded in County Clerks File No. (C.C.F.N.) 2022041254 of the Official Public Records, Liberty County, Texas (O.P.R.L.C.T.) and all of a called 42.63 acre tract, as recorded in C.C.F.N. 2024005248 of the O.P.R.L.C.T., located within the George Orr League, Abstract No. 91, combined referred to hereinafter at the above referenced tract of land, said 398.590 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) Central Zone, per GPS observations):

**BEGINNING** at a 1/2-inch iron rod found for the Northwest corner of the above referenced tract of land, being on the South line of McGuire Road, same being the Northeast corner of a called 10.558 acre tract of land, as recorded in Volume 1995, Page 911 of the Deed Records, Liberty County, Texas (D.R.L.C.T.);

**THENCE** North 88°34'00" East, along the North line of the above referenced tract of land, same being the South line of said McGuire Road, a distance of 2,740.38 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the Southwest corner of a called 0.8326 acre tract as recorded in C.C.F.N. 2020020172, of the O.P.R.L.C.T.;

**THENCE** North 87°39'01" East, continuing along the North line of the above referenced tract of land, same being the South line of said called 0.8326 acre tract, a distance of 605.38 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the East line of the above referenced tract of land, same being the West line of a called 114.529 acre tract, save and except called 40 acres, as recorded in C.C.F.N. 2009001234, of the O.P.R.L.C.T.;

**THENCE** South 03°03'59" East, along the East line of the above referenced tract of land, same being the West line of said called 114.529 acre tract, save and except called 40 acres, a distance of 2,413.92 feet to a 1-inch iron pipe found for and angle point;

**THENCE** South 03°04'13" East, continuing along the East line of the above referenced tract of land, same being the West line of a called 59.4 acre tract, as recorded in Volume 1142, Page 77 of the D.R.L.C.T., a distance of 338.02 feet to a 1-inch iron pipe found for an interior corner of the above referenced tract of land;

**THENCE** North 77°20'00" East, along a North line of the above referenced tract of land, same being the South line of said called 59.4 acre tract, a distance of 292.26 feet to a 1/2-inch iron rod with cap stamped "5292" found for corner;

**THENCE** South 01°22'40" East, along the East line of the above referenced tract of land, same being the West line of called 87.5 acre tract, as recorded in Volume 692, Page 222 of the D.R.L.C.T., a distance of 2,035.26 feet to a 1/2-inch iron rod with cap stamped "5292" found for a Southeast corner of the above referenced tract of land;

**THENCE** South 77°20'00" West, along the South line of the above referenced tract of land, same being the North line of a called 35 acre tract as recorded in Volume 62, Page 235 of the D.R.L.C.T., a distance of 269.28 feet to a 1/2-inch iron rod with cap stamped "5292" found for an interior corner of the above referenced tract of land;

**THENCE** South 01°22'40" East, along the East line of the above referenced tract of land, same being the West line of said 35 acre tract, a distance of 279.05 feet to a 3/4-inch iron pipe found for an angle point;



**THENCE** South 01°57'12" East, along the East line of the above referenced tract of land, same being the West line of said called 35 acre tract, and partially within County Road 158, a distance of 1,898.75 feet to point for the Southeast corner of the above referenced tract of land, being in said County Road 158;

**THENCE** South 87°25'29" West, along the South line of the above referenced tract of land, same being the North line of that certain tract as recorded in C.C.F.N. 2022001406, of the O.P.R.L.C.T., passing a 1/2-inch iron rod with cap stamped "5292" at a distance of 19.4 feet, continuing for a total distance of a distance of 480.09 feet to 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;

**THENCE** South 87°03'56" West, along the South line of the above referenced tract of land, same being the North line of said certain tract, a distance of 91.24 feet to a 1/2" iron rod with cap stamped "5292" found for the Southwest corner of the above referenced tract of land;

**THENCE** North 01°57'12" West, along the West line of the above referenced tract of land, same being the East line of the remainder of a called 24.99 acre tract, as recorded in C.C.F.N. 2022001406, of the O.P.R.L.C.T., a distance of 492.35 feet to a point for corner, being an interior corner of the above referenced tract, same being in Abbott Creek;

**THENCE** South 76°56'44" West, along said Abbott Creek, a distance of 202.18 feet to a point for corner;

**THENCE** South 78°02'00" West, along said Abbott Creek, a distance of 118.73 feet to a point for corner;

**THENCE** North 82°36'59" West, along said Abbott Creek, a distance of 41.85 feet to a point for corner;

**THENCE** South 89°46'33" West, along said Abbott Creek, a distance of 214.22 feet to a point for corner;

**THENCE** North 72°22'13" West, along said Abbott Creek, a distance of 82.75 feet to a point for corner;

**THENCE** South 72°44'12" West, along said Abbott Creek, a distance of 39.41 feet to a point for corner;

**THENCE** South 64°51'16" West, along said Abbott Creek, a distance of 93.75 feet to a point for corner;

**THENCE** South 81°08'27" West, along said Abbott Creek, a distance of 106.50 feet to a point for corner;

**THENCE** North 88°56'45" West, along said Abbott Creek, a distance of 100.42 feet to a point for corner;

**THENCE** South 83°29'44" West, along said Abbott Creek, a distance of 117.96 feet to a point for corner;

**THENCE** North 86°12'35" West, along said Abbott Creek, a distance of 53.25 feet to a point for corner;

**THENCE** South 70°35'54" West, along said Abbott Creek, a distance of 70.04 feet to a point for corner;

**THENCE** South 53°45'17" West, along said Abbott Creek, a distance of 95.28 feet to a point for corner, being the Southwest corner of the above referenced tract;

**THENCE** North 02°24'31" West, along the West line of the above referenced tract, same being the East line of the called remainder of a 37 acre tract, as recorded in Volume 397, Page 70, of the D.R.L.C.T., a distance of 1217.30 feet to a sucker rod found for a Southerly Northwest corner of the above referenced tract;

**THENCE** North 88°25'03" East, along the North line of the above referenced tract, same being the South line of a called 3 acre tract, as recorded in C.C.F.N. 2008004990 of the O.P.R.L.C.T., a distance of 177.05 feet to a sucker rod found for corner, being a Northwesterly interior corner of the above referenced tract;

**THENCE** North 00°25'52" West, along the West line of the above referenced tract, same being the East line of said called 3 acre tract, a distance of 360.94 feet to a sucker rod found for corner, being a Northwest corner of the above referenced tract;

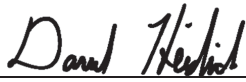
**THENCE** North 88°43'31" East, along a North line of the above referenced tract, same being the South line of a called 45 acre tract, as recorded in Volume 35, Page 639 of the D.R.L.C.T., a distance of 550.49 feet to a 1/2-inch iron pipe found for an interior corner of the above referenced tract;

**THENCE** North 01°35'55" West, along the West line of the above referenced tract of land, same being the East line of said called 45 acre tract, a distance of 1,703.33 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for a Southerly interior corner of the above referenced tract of land;

**THENCE** South 89°01'18" West, along the South line of the above referenced tract of land, same being the North line of said called 45 acre tract, and the North line of a called 7.71 acre tract, as recorded in Volume 469, Page 191 of the D.R.L.C.T., and the North line of a called 8.13 acre tract, as recorded in Volume 1391, Page 745 of the D.R.L.C.T., a distance of 2,641.96 feet to a point for the Southwest corner of the above referenced tract of land, from which a 5/8-inch iron rod with cap stamped "5742" bears North 85°45'01" West, a distance of 1.76 feet;

**THENCE** North 04°24'51" East, along the West line of the above referenced tract of land, same being the East line of a called 55.07 acre tract, as recorded in Volume 1391, Page 745 of the D.R.L.C.T., passing at a distance of 2,553.37 feet a 5/8-inch iron rod with cap stamped "5742" found for the Northeast corner of said called 55.07 acre tract, same being the Southeast corner of said called 10.558 acre tract, continuing along the West line of above referenced tract of land, same being the East line of said called 10.558 acre tract, a total distance of 3,349.36 feet to the **POINT OF BEGINNING** of the herein described tract of land and containing 398.590 acres of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

  
 \_\_\_\_\_ 06/16/2025  
 Darrel Heidrich  
 Registered Professional Land Surveyor  
 Texas Registration No. 5378





## Exhibit B

### **NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Liberty, Texas (the "City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Von Schmidt Land and Cattle, LLC, a Texas limited liability company (the "Petitioner"), requesting that the City create The Highlands Public Improvement District (the "District") to include property owned by the Petitioner located within the City's corporate limits and extraterritorial jurisdiction.

**Time and Place of Public Hearing.** The public hearing will start at or 6:30 P.M. on Thursday, November 13, 2025, in the regular meeting place of the City Council in the Liberty City Hall located at 1829 Sam Houston St., Liberty, Texas 77575.

**General Nature of the Proposed Authorized Improvements.** The general nature of the proposed public improvements are: ( 1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (4) construction of improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction, or improvement of off-street parking facilities; (8) acquisition, construction, improvement, or rerouting of mass transportation facilities; (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (10) the establishment or improvement of parks; (11) projects similar to those listed in (1) - (10); (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (13) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (14) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (15) the development, rehabilitation, or expansion of affordable housing; and (16) payment of expenses associated with operating and maintaining the improvements listed above (collectively, the "Authorized Improvements").

**Estimated Cost of the Authorized Improvements.** The estimated total cost of the proposed Authorized Improvements is \$112,000,000, including issuance and other financing costs.

**Proposed District Boundaries.** The District is proposed to include approximately 398.590 acres of land and is commonly known as the parcel of land located south of McGuire Road and east of Annas Lane, as shown in the map attached hereto and as more particularly described by a metes and bounds description available at Liberty City Hall located at 1829 Sam Houston St., Liberty, Texas 77575, and available for public inspection during regular business hours.

**Proposed Method of Assessment.** The City shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including interest) and certain assessments may be paid in annual installments (including interest). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

**Proposed Apportionment of Cost between the District and City.** The City will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the developer of the property within the District. The City will pay none of the costs of the proposed Authorized Improvements and no municipal property in the proposed District shall be assessed.

During the public hearing any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING AN AGREEMENT WITH MERJE DESIGN FOR A WAYFINDING ASSESSMENT AND A CITY BRANDING PROGRAM.

**Department:** Administration

**Subject:** To request City Council approval of proposals from MERJE Design for professional services related to (1) a comprehensive Wayfinding Assessment and (2) a City Branding Program for the City of Liberty.

**Background:** The City of Liberty has prioritized the development of a cohesive identity and improved navigation throughout the community. A well-planned wayfinding and branding program supports economic development, enhances civic pride, and creates a consistent visual language across City assets, facilities, and communications.

After evaluating several qualified firms, and allowing MERJE to present to City Council at our Strategic Planning Session, staff recommends engaging MERJE, a nationally recognized design firm that specializes exclusively in community wayfinding and branding initiatives. MERJE has completed over 150 such projects nationwide, including numerous Texas cities such as Frisco, Anna, and Midland.

The Wayfinding Assessment will serve as Phase I of a multi-phase approach, establishing design concepts, identifying key destinations, and preparing a roadmap for future fabrication and installation. The Branding Program complements this work by developing a unified logo, tagline, and visual identity that will extend across signage, vehicles, uniforms, and communication materials.

The combined approach ensures that Liberty's new brand and physical wayfinding system are integrated from the start, achieving both efficiency and visual continuity.

**Funding Source:** Combined cost for both projects: **\$58,900**, Hotel Occupancy Tax Funds (\$50,000) with any additional from Cambridge Fund subject to possible reimbursement from LCDC.

**Staff Recommendation:** Approval



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING AN AGREEMENT WITH MERJE DESIGN FOR A WAYFINDING ASSESSMENT AND A CITY BRANDING PROGRAM.**

**WHEREAS**, the City of Liberty prioritizes the development of a cohesive identity and improved navigation throughout the community; and

**WHEREAS**, a well-planned wayfinding and branding program supports economic development, enhances civic pride, and creates a consistent visual language across City assets, facilities and communications; and

**WHEREAS**, the City Council finds that MERJE Design is best qualified to provide the city with a wayfinding assessment and to lead the city in a new branding program; and

**WHEREAS**, the City Council finds that combining the wayfinding assessment with the new branding program ensures that Liberty's new brand and physical wayfinding system are integrated from the start, achieving both efficiency and visual continuity.

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

1. The City Council hereby approves hiring MERJE Design to provide professional services related to (1) a comprehensive Wayfinding Assessment and (2) a City Branding Program for the City of Liberty.
2. The Mayor shall be authorized to execute any agreements necessary related to this agreement.
3. The combined cost for both projects is \$58,900 with \$50,000 of the funding coming from the City's Hotel Occupancy Tax Funds and any additional funds coming from the Cambridge Fund subject to possible reimbursement from the LCDC.
4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas

July 27, 2025

Bryan Kendrick  
City Manager  
City of Liberty  
1829 Sam Houston Street  
Liberty, TX 77575

RE: PROPOSAL FOR THE CITY OF LIBERTY WAYFINDING ASSESSMENT

Dear Bryan,

Thank you for contacting MERJE regarding the development of a wayfinding program for the City of Liberty, MERJE focuses exclusively on wayfinding and signage projects, with a specific expertise in Community Wayfinding programs.

MERJE has worked with cities, towns and communities of all sizes and aspirations. On a daily basis we work with organizations, local stakeholders and approving agencies helping them to establish wayfinding programs. Our current projects in Texas, include, Frisco Trail Network, Anna, TX and Downtown Midland, TX.

Having developed programs for more than 150 communities nationwide, we can share with you not only the best practices for designing an urban wayfinding program, but also the strategies associated with obtaining funding, long-term maintenance and DOT regulations.

## **METHODOLOGY**

MERJE will utilize the following approach for the planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project.

### **PHASE I: DISCOVERY & CONCEPTS**

#### **Task 1 Wayfinding Assessment**

- Task 1.1 Kick Off meeting with Steering Committee.
- Task 1.2 Tour and photograph project area.
- Task 1.3 Working meetings with wayfinding participants to review program criteria: highways/state roadways, circulation, districts, transition points, decision points, information hierarchy, terminology/nomenclature, audience considerations, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistant, and maintenance
- Task 1.4 Develop Destination List and determine terminology for each destination/attraction.
- Task 1.5 Develop a project budget for implementation of the system.



**Task 2 Schematic Design**

- Task 2.1 Analyze architectural/historic elements, including, imagery of the city, marketing materials and additional information needed to formulate sign design concepts.
- Task 2.2 Prepare preliminary sign designs. (3 options)
- Task 2.3 Presentation of proposed signage design to Steering Committee. This would include typical sign types and systems, location, size, shape and colors.
- Task 2.4 Meet with Stakeholders to receive feedback on proposed design concepts. (Includes Community Review #1)
- Task 2.5 Preliminary budget for fabrication and installation of the signage system.

*Phase 1 recommendations will assist the City to determine which wayfinding initiatives and elements they may move forward with in Phase 2.*

**PHASE II: PLANNING AND DESIGN DEVELOPMENT (Not in Contract / Future Tasks)**

*The following tasks will be required for Phase II. The level of effort for each task (simple vs. complex) will be determined by Phase I recommendations, priorities and budgets.*

- Task 3 Programming** Prepare sign location plans and messages.
- Task 4 Design Development** Refine and expand the selected design
- Task 5 Documentation** Prepare documentation drawings (Bid Package)
- Task 6 Construction Admin.** Review shop drawings, samples, etc.

**COMPENSATION**

Thank you for considering MERJE for the development of your Wayfinding Program. Based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following compensation:

<b>Phase I: Discovery And Concepts</b>	<b>Fee</b>
Task 1. Wayfinding Analysis	\$ 12,950
Task 2. Schematic Design	\$ 12,000
Reimbursables / Not to Exceed (based on 2 Trips)	<u>\$ 5,000</u>
<b>PHASE I TOTAL</b>	<b>\$ 29,950</b>

**Phase II: Planning And Design Development (Not In Contract / Future Fees)**

*Based on the issues, recommendations and priorities identified in Phase I, fees for Phase II tasks and fees shall be developed for Tasks 3 through 6.*

REIMBURSABLE EXPENSES

Reimbursable expenses, in the basic compensation outlined above and will be billed to the client at the cost, as incurred by MERJE and our consultants in the interest of the project. These expenses include, but are not limited to: CADD machine plots, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, foam-core mock-ups, special overnight mail and delivery services.

ADDITIONAL SERVICES

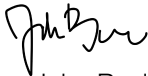
The following items are potential additional services, and if authorized by the client, a separate proposal will be developed to address a specific project requirement.

- Tasks 3, 4 and 5: Programming, Design Development and/or Documentation
- Task 6: Bidding Assistance and Construction Administration.
- Additional Travel to Meetings (\$ 2,320 + Travel Expenses / per person)
- Structural, electrical or civil engineering
- Interpretive signage for historic areas
- Historic markers or special historic walking tour
- Design of wall murals, super graphics or other sign types outside the agreed upon menu.
- Landscape or lighting design.
- Orientation map design and artwork.
- Trail or Bicycle Signage
- Mobile phone applications and any other digital wayfinding tools.

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me. If you find everything in order in this proposal, please indicate your acceptance by signing and returning a copy of this letter.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,



John Bosio  
Principal

APPROVED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



July 27, 2025

Bryan Kendrick  
City Manager  
City of Liberty  
1829 Sam Houston Street  
Liberty, TX 77575

RE: PROPOSAL FOR CITY OF LIBERTY BRANDING

Dear Bryan,

Thank you for the opportunity to be considered for the City of Liberty's branding initiative.

Pairing the branding effort with the City's wayfinding program presents a strategic and efficient approach - aligning shared goals and reinforcing each other's impact. This initiative will serve as the foundation for a comprehensive city-wide identity, designed to strengthen community recognition and build greater awareness of Liberty's distinct character.

Through this project, the City will be equipped with a unified branding strategy that consistently communicates a single voice across all platforms. We propose the following Scope of Work **and have noted where certain tasks and visits would be a shared effort with the wayfinding process.**

**SCOPE OF WORK**

MERJE will apply a four-step process encompassing strategy, planning, design, and implementation. This structured approach ensures steady progress throughout the project while allowing the flexibility to address the unique challenges and opportunities specific to this effort.

**As we discussed, some of these tasks can be completed as a shared effort during the development of the wayfinding program, I have noted these per task.**

**Task 1: Information Gathering**

Task 1.1: Kick Off Meeting: MERJE will meet with the Steering Committee to discuss overall project process and goals and initiate Discovery. **(TRIP #1) (Shared / with Wayfinding)**

Task 1.2 Tour of project area **(TRIP #1) (Shared / with Wayfinding)**

Task 1.3 STAKEHOLDER INTERVIEWS: A series of working meetings with the Steering Committee ; Stakeholders and a Public Presentation to review the brand initiative. **(TRIP #1) (Shared / with Wayfinding)**

RESEARCH METHODOLOGY: Interviews will include a branding discussion, image survey, wordplay exercise, visual surveys, personality tests, design criteria development, first impressions questionnaire, and target market analysis. Research will also include an analysis of competitors, best practice case studies and identification of benchmark features.

Task 1.4 Brand Study Report: Upon completion of the Discovery Kick-Off and Stakeholders/User Group interviews, MERJE will compile the results in graphic form, including charts, info graphics and word clouds. This document is a visual representation of the conversations and graphic exercises. This will provide a basis for the brand design and personality.

Task 1.5 Present Brand Study Report to client. (virtual)

### **Task 2: Schematic Design**

Task 2.1 Schematic Design: Based on the information gathered during the Branding Discovery Phase, MERJE will develop ideas for the identity family and visual branding elements.

Task 2.2 Early “concepts” ideas will be presented to the client’s Project Manager and 1 or 2 others for initial input. (Design Submission #1) (Virtual) (Shared / with Wayfinding)

Task 2.3 Base on early concepts, 3 Schematic Design options shall be presented to the Steering Committee and Stakeholders (Design Submission #2) (TRIP #2) (Shared with Wayfinding)

The design will consider all aspects of the brand, as well as all potential expressions, physical applications and technological approaches.

The presentation will include (3) distinct identity concepts and taglines, with applications to wayfinding and various communication tools. The presentation will include, logos, imagery, color pallets, patterns, typography, etc.

### **Task 3: Design Development**

Task 3.1: Based on comments received a basis for design will be established and the brand shall be refined.

Task 3.2 Design Development Presentations to the Steering Committee and the Stakeholders. (Design Submission #3) (TRIP #3)

Task 3.3 Based Steering Committee feedback, make minor revisions and receive final approvals. (Design Submission #4)

### **Task 4: Graphic Standards Manual**

Task 4.1 Branding Standards Manual: Based on the final selected design MERJE will prepare a draft Standards Manual for uniform use of brand logo.

The 50% draft will be presented to Steering Committee and selected group of key stakeholders for review and comment. (Virtual Meeting)

Task 4.2 A 90% document will be presented to the Steering Committee and other approving groups for final comments and adoption (virtual)



Task 4.3 Based on comments received from the Steering Committee and other approving groups, the Brand Standards Manual will be finalized, including all editing, design revisions and guidelines.

Task 4.4 100% Branding Strategy Manual: A final version of the Brand Standards will be submitted. The following items will be included :

- A) Logo and Tagline Standard
- B) Letterheads, Envelopes, Business Cards. Standard
- C) Web visuals and advertising Guideline
- D) Marketing: Advertisements, Brochures, etc. Guideline
- E) Promo Products: Book Bags, Water Bottle, etc. Guideline
- F) Operational Products: Vehicle Graphics, Uniforms, etc. Guideline

Task 4.5 Provide a Implementation Strategy: Roll-Out Strategy, Identify Priority Projects, Final Cost Estimate and Phasing Plan

**COMPENSATION**

Thank you for considering MERJE for the development of the City of Liberty Branding Project. I hope you have found the Scope of Work to be reflective of your requirements and expected deliverables. Based on the scope of the project, we propose the following Compensation:

<u>BASE PROJECT</u>	<u>FEE</u>
1. Information Gathering	\$ 5,800
2. Schematic Design	\$ 8,950
3. Design Development	\$ 3,200
4. Graphic Sign Standards Manual	\$ 9,000
Travel Reimbursables	<u>\$ 2,000</u>

**BASE PROJECT \$ 28,950**

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.0 times the expenses incurred by MERJE and our consultants in the interest of the project, including airfare, lodging, meals or mail services will be required for this project.

HOURLY RATES

Principal In Charge	\$ 175
Senior Designer	\$ 135
Graphic Designer	\$ 115
Jr. Designer	\$ 90



POTENTIAL ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the client, a separate proposal will be developed to address a specific project requirement.

- Separating the project out as a separate effort from the Wayfinding initiative would result in an additional cost of \$ 28,800 to cover additional meetings and travel.
- Website, Mobile Applications or other digital tools

We appreciate you considering MERJE to provide the design services for this project. If you have any questions regarding the above, please feel free to contact me. If you find everything in order in this proposal, please indicate your acceptance by signing and returning a copy of this letter.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,

John F. Bosio  
Principal  
MERJE

APPROVED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 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, ACCEPTING THE 2026 TXDOT AIRPORT LAYOUT PLAN GRANT AGREEMENT.

**Department:** Administration

**Subject:** Airport Layout Plan

**Background:** This resolution is required to document the governing body's support and acceptance of this project. To meet state requirements, this resolution must provide at a minimum the governing body's agreement to make improvements to the airport in general description form, provide 10% of the total project costs and acknowledge TxDOT as agent for administration of federal and state funds for projects.

**Funding Source:** Airport (LCDC)

**Staff Recommendation:** Staff recommends approval of the resolution accepting the 2026 TxDOT Airport Layout Plan Grant Agreement.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**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, ACCEPTING THE 2026 TXDOT AIRPORT LAYOUT PLAN GRANT AGREEMENT.**

WHEREAS, the City of Liberty intends to make certain improvements to the Liberty Municipal Airport; and

WHEREAS, the general description of the project is described as: Airport Layout Plan with narrative; and

WHEREAS, the City of Liberty intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be \$350,000, and the City of Liberty will be responsible for 10% of the total project costs currently estimated to be \$35,000; and

WHEREAS, the City of Liberty names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City of Liberty hereby directs Bryan Kendrick, City Manager, to execute on behalf of the City of Liberty, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Liberty Municipal Airport.

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Mayor  
City of Liberty, Texas

ATTEST:

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City Secretary  
City of Liberty, Texas

## Project Information Report

<b>Facility Name:</b>	Liberty Muni	<b>Facility ID:</b>	T78
<b>UPIN:</b>	BCA0011137	<b>State Project Number:</b>	26ALLBRTY
<b>Project Title:</b>	ALP Update with Narrative		
<b>Project Category:</b>	Master Planning		
<b>Shovel Ready Year:</b>	2026		
<b>Project Manager:</b>	Cat Gomes	<b>Secondary Project Manager:</b>	Cat Gomes
<b>Contract Specialist:</b>	Brandy Schwettmann	<b>Application:</b>	New Project Application
<b>Project Description:</b>	Prepare an ALP with Narrative consistent with the latest version of the FAA Master Plan Advisory Circular, including Standard Operating Procedures, 2.0, 3.0 and 8.0		
<b>Justification:</b>	AIP Handbook FAA Order 5100.38D Change 1, -Appendix E for Planning Projects  2024 FAA Reauthorization Act, Sec 702 amending 49 U.S.C. 47102(5)		
<b>TXDOT Scope:</b>			
<b>TXDOT Future Scope:</b>	PL MA UP - This project updates the existing airport layout plan with master plan narrative.		
<b>Comments:</b>			

### Funding Requests

Fiscal Year	Funding Type	Phase Description	Amount
2026	Federal Entitlement	ALP w/ Narrative	\$150,000.00
2026	Federal State Apportionment	ALP w/ Narrative	\$182,500.00
2026	Local	ALP w/ Narrative	\$17,500.00
<b>Project State Total:</b>			<b>\$0.00</b>
<b>Project Federal Total:</b>			<b>\$332,500.00</b>
<b>Project Local Total:</b>			<b>\$17,500.00</b>
<b>Overall Project Total:</b>			<b>\$350,000.00</b>

**CERTIFICATION OF PROJECT FUNDS**

I, Bryan Kendrick, City Manager, do certify that sufficient funds to meet the City of Liberty  
(Name) (Title) (Sponsor)

share of project costs as identified for the project and will be available in project costs as identified for the project and will be available in accordance with the schedule shown below:

**SPONSOR FUNDS**

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
<u>Airport (LCDC)</u>	<u>\$35,000</u>	<u>October 15, 2025</u>

\_\_\_\_\_ Liberty, Texas  
(Sponsor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** DESIGNATION OF SPONSOR'S CONSULTANT SELECTION COMMITTEE

**Department:** Administration

**Subject:** TxDOT Airport Layout Plan Grant

**Background:** As part of accepting the 2026 TxDOT Airport Layout Plan Grant, the City needs to select 5 individuals to be part of a committee to select the consultant for the Airport Layout Plan Project. The committee is authorized to determine selection criteria, review qualifications and proposals of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.**

**Funding Source:** N/A

**Staff Recommendation:** Staff recommends the selection of 5 individuals for the committee.

**DESIGNATION OF SPONSOR'S  
CONSULTANT SELECTION COMMITTEE**

I, Bryan Kendrick, City Manager, with the City of Liberty designate the following named  
(Name) (Title) (Sponsor)  
individuals as the Consultant Selection committee, for the TXDOT 26ALLBRTY PROJECT.  
The committee is authorized to determine selection criteria, review qualifications and proposals  
of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design  
contract, based on a consensus ranking by the committee members. The decision of the selection  
committee will be final unless some discrepancy is determined to have occurred in the selection  
process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.**

Name Title (if appropriate):  
1. \_\_\_\_\_

Email Address: \_\_\_\_\_

2. \_\_\_\_\_

Email Address: \_\_\_\_\_

3. \_\_\_\_\_

Email Address: \_\_\_\_\_

4. \_\_\_\_\_

Email Address: \_\_\_\_\_

5. \_\_\_\_\_

Email Address: \_\_\_\_\_

The City of Liberty has caused this to be duly executed in its name, this 14<sup>th</sup> day of October  
(Sponsor Name)  
2025.

\_\_\_\_\_  
Liberty, Texas  
(Sponsor)

By: \_\_\_\_\_

Title: City Manager

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** October 14, 2025

**Agenda Wording:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR VARIOUS SOFTWARE MODULES.

**Department:** Finance

**Subject:** Tyler Technologies Agreement

**Background:** The City currently uses Tyler Technologies software for Financial Management (Core Financials, Fixed Assets, Misc. Accounts Receivable; Purchasing, Secure Signatures, Payroll/Personnel); Customer Relations Management (Central Cash Collections, Utility CIS System, Utility Meter Data Sync. Scheduler, Call Center, Building Projects, Utility Handheld Meter Interface) and Municipal Court. The version currently in use by the city is being phased out and will no longer be available for updating on City servers. The City would like to upgrade to Version 10 and maintain the software on City servers.

**Funding Source:** Funds are available in each Department's budget to fund the annual costs.

**Staff Recommendation:** Staff recommends approval of the resolution authorizing the City Manager execute a Service Agreement with Tyler Technologies.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Finance  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR VARIOUS SOFTWARE MODULES.**

**WHEREAS**, the City of Liberty currently uses Tyler Technologies software for Financial Management, Customer Relations Management, and Municipal Court; and

**WHEREAS**, the version currently in use by the city is being phased out and will no longer be available for updating on City servers; and

**WHEREAS**, the City Council finds that it would be beneficial to the City to upgrade to Version 10 so that we can maintain the software on City servers.

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

1. The City Council hereby authorizes the City Manager to execute a Service Agreement with Tyler Technologies to upgrade the system to Version 10.
2. This Resolution shall take effect immediately upon its passage.

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:** October 14, 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, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY.

**Department:** Administration

**Subject:** H-GAC 2026 General Assembly Delegates

**Background:** The H-GAC General Assembly consists of delegates from all member governmental entities of the Council. All members of the General Assembly are elected officials of the Commissioner's Court, City Council, or Independent School District Board of Trustees which they represent. Each H-GAC member city, under 25,000 in population, is allowed one delegate and one alternate to the General Assembly. Mayor John Hebert and then Council Member Libby Simonson were appointed to serve as the City's delegate and alternate, respectively, to the 2025 General Assembly. H-GAC is requesting the City to appoint a delegate and alternate for the 2026 General Assembly.

**Funding Source:** N/A

**Staff Recommendation:** Staff recommends approval of the resolution appointing a representative and an alternate to the H-GAC 2026 General Assembly.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Action Item

**Resolution**

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**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, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY.**

BE IT RESOLVED by the Mayor and City Council of Liberty, Texas, that \_\_\_\_\_ be, and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the above-named representative become ineligible, or should he/she resign, is \_\_\_\_\_.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the above-named representative and alternate.

PASSED AND ADOPTED on the \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas



**Ordinance**

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**AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CREATING ARTICLE 13.10 ADOPTING NEW REGULATIONS REGARDING “RIGHT-OF-WAY USE AND CONSTRUCTION” ESTABLISHING REGULATIONS FOR USE OF CITY RIGHTS OF WAY; PROVIDING A PENALTY FOR A VIOLATION OF THE ORDINANCE IN AN AMOUNT NOT TO EXCEED \$2000 PER VIOLATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that adopting regulations and standards are required to better govern the activity in City rights-of-way; and

**WHEREAS**, the City has a duty, as delegated by the state, to manage the public rights-of-way for the health, safety and welfare of the public, subject to state law; and

**WHEREAS**, the City Council has determined that substantial public funds have been invested to improve, maintain and repair City infrastructure contained within the rights-of-way and the streets and roads held in trust for its citizens; and

**WHEREAS**, it is the duty of this City Council to adopt regulations that protect the structural integrity of City streets, roads, and rights-of-way and to safeguard the value of the public investment into the same; and

**WHEREAS**, the City Council has determined that the adoption of this right of way construction ordinance will comply with and promote the regulations in the Texas Local Government Code pertaining to Certified Telecommunications providers as well as the Texas Utilities Code; and

**WHEREAS**, the City Council believes it to be in the best interest of the City to adopt such regulations.

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

**Section 1.** The findings set forth above are hereby found as fact and incorporated herein.

**Section 2.** An ordinance regulating right-of-way construction and maintenance is hereby adopted using the language set forth in **Exhibit A**, and said ordinance shall be codified within the City of Liberty’s Code of Ordinances.

**Section 3.** All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 4.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or

held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Liberty, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part.

**Section 5.** This Ordinance shall take effect in accordance with the laws governing penal ordinances.

**Section 6.** The City Secretary is authorized to publish a summary or the Caption of this Ordinance as required by law.

PASSED AND APPROVED in Liberty, Texas this \_\_\_\_ day of October 2025.

\_\_\_\_\_  
Mayor  
City of Liberty, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Liberty, Texas



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 10/14/2025 6:00 PM

Department: Administration  
Category: Ordinance

**Ordinance**

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**AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING TURNING MOVEMENT RESTRICTIONS ON BOWIE STREET AND MONTA STREET DURING DESIGNATED SCHOOL HOURS; AUTHORIZING INSTALLATION OF TRAFFIC CONTROL SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Liberty (“City”) desires to promote public safety and improve traffic circulation in the vicinity of Liberty Independent School District (“LISD”) campuses; and

**WHEREAS**, LISD has requested the installation of time-limited turning restrictions on certain streets near its facilities to enhance student and pedestrian safety during morning arrival and afternoon dismissal periods; and

**WHEREAS**, City staff has reviewed and approved the placement and wording of the requested signs; and

**WHEREAS**, the City Council finds that the following restrictions serve a valid public purpose and are necessary for the safe and efficient movement of traffic;

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

**SECTION 1. TURNING RESTRICTIONS ESTABLISHED.**

- a. The following turning restrictions are hereby established within the corporate limits of the City of Liberty, Texas:
  1. Bowie Street: No right turn shall be permitted from 6:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 4:30 p.m., on school days, for vehicles traveling northbound on Bowie Street near Monta Street.
  2. Monta Street: No left turn shall be permitted from 6:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 4:30 p.m., on school days, for vehicles traveling westbound on Monta Street near Bowie Street.
  
- b. The City Street Department shall install and maintain appropriate traffic-control signage at the designated locations consistent with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT specifications.

**SECTION 2. OFFENSE AND PENALTY.**

It shall be unlawful for any person to operate a motor vehicle in violation of the restrictions established by this ordinance. Any violation shall constitute a traffic offense punishable in accordance with applicable provisions of the City of Liberty Code of Ordinances and state law.

**SECTION 3. PUBLICATION AND EFFECTIVE DATE.**

The City Secretary shall cause the caption of this ordinance to be published one (1) time in the official newspaper of the City of Liberty as required by law. This ordinance shall take effect and be in full force immediately upon publication, as provided by the City Charter and state law.

**SECTION 4. REPEALER AND SEVERABILITY.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of conflict only. If any section, subsection, or provision of this ordinance is held invalid, such invalidity shall not affect the remaining provisions hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas, 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:** October 14, 2025

**Agenda Wording:** Consider approving a variance request for the property at 2802 Beaumont Ave.

**Department:** Community Development

**Subject:** 2802 Beaumont

**Background:** Per the City's Code of Ordinance Section 3.08.032(b), the placement of HUD-code manufactured homes shall only be allowed after January 28, 2020, in the areas denoted by the map attached. Any new or replacement HUD-code manufactured home located in the non-restricted area of the city must be no more than ten (10) model years of age older than the current model year, must be at least as large in living space as the prior manufactured home (if replacing an old manufactured home), and must satisfy the HUD-code requirements.

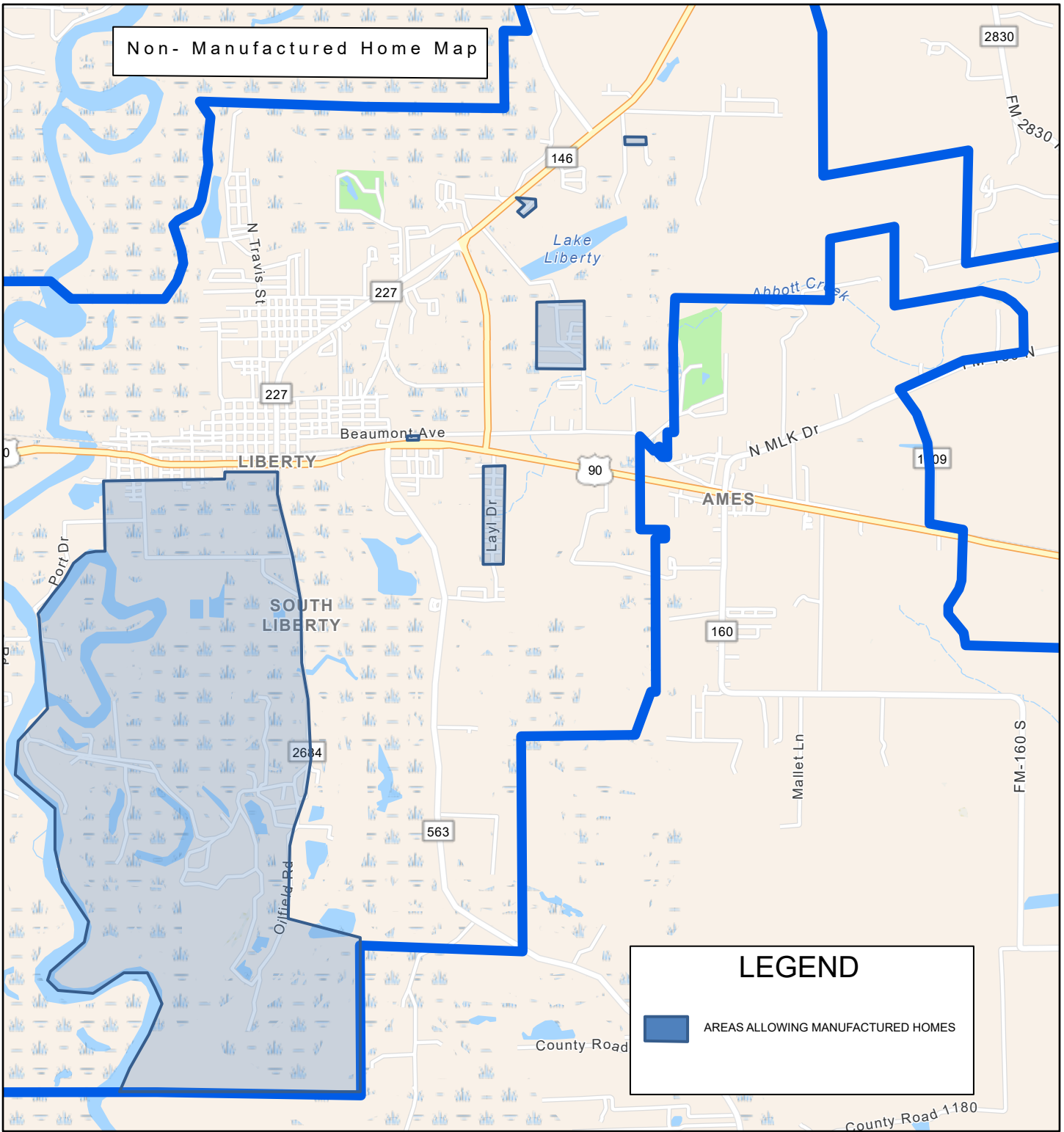
Ms. Julie Jolley is requesting a variance for the property located at 2802 Beaumont, which is just outside the area allowed for manufactured homes. Her variance application is attached for review.

At the Planning and Zoning Commission meeting on Wednesday, October 8, 2025, the Commission voted to deny the requested variance.

**Funding Source:** n/a

**Staff Recommendation:**

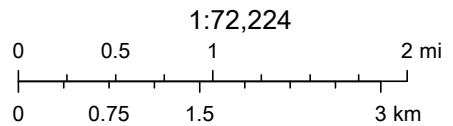
# CITY OF LIBERTY



Attachment: Non-Manufactured Home Zone Map Jan 2020 (4676 : No Manufactured Home Zone)

1/23/2020, 1:16:36 PM

## EXHIBIT A



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

## VARIANCE APPLICATION

### Instructions:

1. Please type or print with ink.
2. Applications must be completed, and accompanied by all required materials at the time of submittal. Incomplete submittals will be returned to the applicant. The City of Liberty cannot guarantee a deadline extension to allow for the submittal of omitted information or materials.
3. Application must be signed by all legal owners of the subject property or by the legally authorized agent for the property owner(s). If the request will be processed by an agent, the application must be accompanied by a notarized "Designation of Agent Form" signed by all legal owners of the property.
4. The Following items shall accompany the application:
  - a. A copy of the deed(s) to the subject property verifying legal ownership.
  - b. A Legible site plan or plot plan of the subject property.
  - c. A letter describing in detail the reason(s) for the request and the hardship on which the request is based.
  - d. Other materials, as appropriate (i.e. photos, slides, drawings, plats, petitions, etc.)

### Owner/Agent Information:

Name of Owner(s): Julie Jolley

Name of Agent, if applicable: Pete Thomas

Phone Number: 985-290-8899

Fax Number: \_\_\_\_\_

Mailing Address: 2800 Beaumont Ave  
Liberty TX 77575

### Property Data:

Street address: 2802 Beaumont Ave

Legal Description: \_\_\_\_\_

**Variance Request:**

I/ We, being the legal owner(s) or the agent for the legal owner(s) of the property described above, hereby request that the Planning and Zoning commission and City Council of the City of Liberty consider the following variance request to the City of Liberty Code of Ordinances:

List brief description and ordinance(s)

place mobile home (single wide)  
on lot already given address  
by City of 2802 Beaumont Ave.

**Reason/Hardship for the Variance:**

In order to recommend approval of a variance, the Planning and Zoning Commission must make a finding of hardship. As noted in the instructions, **you must attach a letter** describing the reason for the request and the hardship on which the request is based, stating the grounds for the variance and all of the facts relied upon for the case.

**Variance Review Criteria:**

In order to make a finding of hardship, the Planning and Zoning Commission must determine that **all** of the following criteria are met. **State how your variance request meets these four criteria. Please note that the hardship cannot be based solely on financial or self-imposed conditions.** (Attach additional pages for multiple variance requests or if additional space is needed.)

1. The granting of the variance will not be detrimental to the public safety health, or welfare, be injurious to surrounding property, or violate the intent and purpose of the regulation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The granting of the variance is not based on a hardship which is self-imposed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The hardship is not based solely on the cost of complying with the regulation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The hardship is based on circumstances which are unique to the property for which the variance is sought, and not circumstances common to other properties:

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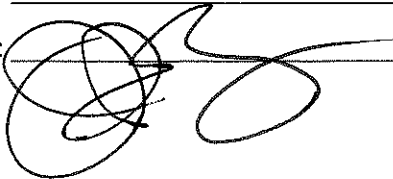
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**Notice:** The City of Liberty does not enforce deed restrictions and cannot grant variances to deed restrictions. Any variance granted pursuant to this application and any building permit issued pursuant to such variance does not constitute or represent approval or authority to violate deed restrictions. A plat vacation and replat pursuant to Chapter 212, Texas Local Government Code may be required for such authority.

**Signature(s) of Owner(s)/ Agent:**

This is to certify that the information provided above is true and correct and that I am the owner of record of the property or the owner(s)' legally authorized agent.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature:  \_\_\_\_\_ Date: 9/22/2025

**For Office Use Only**

Submittal Date: \_\_\_\_\_

Planning and Zoning Meeting Date: \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

Received By: \_\_\_\_\_

**For Office Use Only**

Planning & Zoning Approval/Denial: \_\_\_\_\_

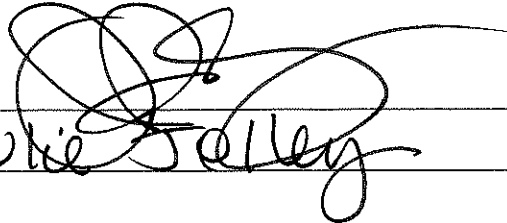
City Council Approval/Denial: \_\_\_\_\_

**DESIGNATION OF AGENT FORM**

This form designates Pete Thomas as my/our duly authorized agent, to act on my/our behalf in request in a variance involving the property described below. I am also submitting a copy of the deed(s) to the subject property as evidence of my ownership.

Property Address: 2802 Beaumont Ave

Legal Description: \_\_\_\_\_

Signature of Owner:  Date: 9/22/2025  
Printed Name: Julie Talley

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Notary Statement:**

*SWORN TO AND SUBSCRIBED* before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

*Repeat page for multiple owners or agents*

METES AND BOUNDS DESCRIPTION OF 0.2557 ACRE TRACT – HOWARD & JULIE THOMAS

A TRACT OR PARCEL OF LAND CONTAINING 0.2557 ACRE BEING THE EASTERLY FRONT 84.00 FEET OF AN ORIGINAL 1.3711 ACRE TRACT OUT OF THE JACK F. PAUL 3.32 ACRE PARENT TRACT OUT OF THE B. C. FRANKLIN SURVEY, ABSTRACT 196 IN LIBERTY COUNTY, TEXAS AS DESCRIBED IN INSTRUMENT IN VOLUME 358, PAGE 48 AND VOLUME 485, PAGE 522 OF THE LIBERTY COUNTY DEED RECORDS SAID 0.2557 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

COMMENCING at a 5/8 inch iron rod found at the Northwest corner of said 1.3711 acre tract at the intersection of the South right-of-way line of Beaumont Road (60 ft. right-of-way) with the East right-of-way line of Independence Drive in the West survey line of said Abstract 196;

THENCE South 89 degrees 58 minutes 41 seconds East with the South right-of-way line of said Beaumont Road a distance of 321.58 ft. to a 3/8 inch iron rod set with cap marking the Northwest corner and PLACE OF BEGINNING of the herein described 0.2557 acre tract, the Northeast corner of said remainder 1.1261 acre tract and the Northwest corner of the herein described 0.2257 acre tract;

THENCE continuing South 89 degrees 58 minutes 41 seconds East with the South right-of-way line of Beaumont Road a distance of 84.00 ft. to a 5/8 inch iron rod found at the Northeast corner of said original 1.3711 acre tract marking the Northwest corner of the remainder Jack F. Paul 3.32 acre tract;

THENCE South 02 degrees 19 minutes 00 seconds West with the East boundary of said 1.3711 acre tract and the West boundary of said remainder tract a distance of 135.34 ft. to a 5/8 inch iron rod found at the Southeast corner of said parent 1.3711 acre tract in the North right-of-way line of the T. and N. O. Railroad Company right-of-way (variable width);

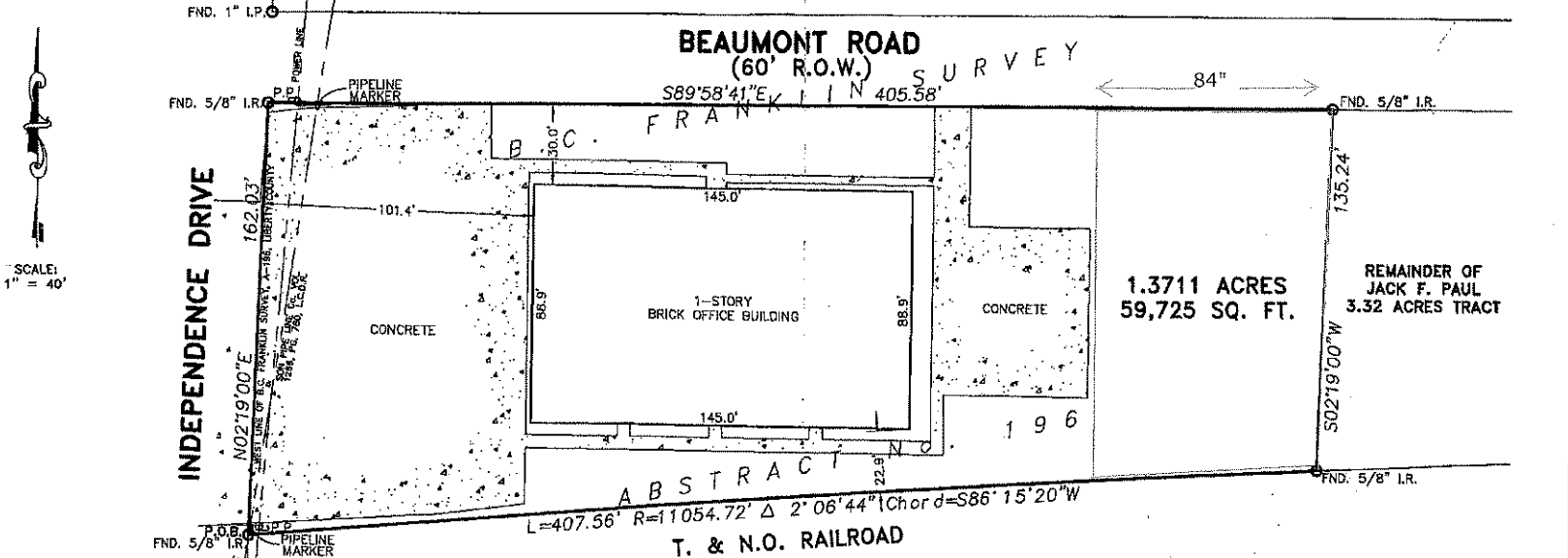
THENCE with a curve to the left having a radius of 11054.72 ft., an arc length of 78.69 ft. and a long chord bears South 87 degrees 06 minutes 29 seconds West a distance of 78.69 ft. to a 3/8 inch iron rod set with cap marking the Southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 19 seconds East with the East boundary of said 1.3711 acre tract a distance of 139.13 ft. to the PLACE OF BEGINNING and containing 0.2557 acre of land.



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**PROPERTY DESCRIPTION  
EXHIBIT "A"**

All that certain 1.3711 acre tract of land in the B. C. Franklin Survey, A-196, Liberty County, Texas, out of a 3.32 acre tract of land being all of that certain tract of land described in Volume 358, Page 48, together with all of that certain tract of land described in Volume 465, Page 522, both of the Deed Records of Liberty County, Texas; said 1.3711 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8" iron rod found at the intersection of the North right-of-way line of T. & N. O. Railroad and the West line of said B. C. Franklin Survey, same being the East right-of-way line of Independence Drive, said 5/8" iron rod being the Southwest corner of said tract of land described in Volume 258, Page 48, same being the Southwest corner of said 3.32 acre tract of land herein described and the POINT OF BEGINNING;

THENCE North 02°19'00" East along the West line of said B. C. Franklin Survey, same being the East line of said Independence Drive, same being the West line of said tract of land described in Volume 358, Page 48, same being the West line of said 3.32 acre tract of land, for a distance of 162.03 feet to a 5/8" iron rod found at the intersection of the West line of said B. C. Franklin Survey, same being the East right-of-way line of said Independence Drive, and the South right-of-way line of Beaumont Road, said 5/8" iron rod being the Northwest corner of said tract of land described in Volume 358, Page 48, same being the Northwest corner of said 3.32 acre tract and of the land herein described;

THENCE South 89°58'41" East along the South right-of-way line of said Beaumont Road, same being the North line of said 3.32 acre tract of land, for a distance of 405.58 feet to a 5/8" iron rod found, said 5/8" iron rod being the Northeast corner of said 1.3711 acre tract of land herein described;

THENCE South 02°19'00" West along the West line of a tract of land described in Volume 1756, Page 828, a distance of 135.24 feet to a 5/8" iron rod found in the North right-of-way line of said T. & N. O. Railroad, said 5/8" iron rod being the Southwest corner of said tract of land described in Volume 1756, Page 824, same being the Southeast corner of said 1.3711 acre tract of land herein described, said 5/8" iron rod being in a curve to the left, having a radius of 11,054.72 feet;

THENCE along and with said curve to the left, in a Westerly direction, said curve having a central angle of 02°15'20" a chord bearing of South 86°15'20" West and a chord length of 407.56 feet, same being the North right-of-way line of said T. & N. O. Railroad, same being the South line of said tract of land herein described, for a distance of 407.56 feet to the POINT OF BEGINNING, containing 1.3711 acres of land.

<b>DESCRIPTION:</b> 1.3711 ACRES OUT OF A 3.32 ACRE TRACT, DESCRIBED BY METES & BOUNDS			
<b>RECORDATION:</b>	<b>COUNTY:</b> HARRIS	<b>STATE:</b> TEXAS	<b>SURVEY:</b> B.C. FRANKLIN SUR., A-196
<b>ADDRESS:</b> P.O. BOX 5015		<b>CITY:</b> LIBERTY, 77575	<b>LENDER:</b> LEGEND BANK
<b>PURCHASER:</b> MARK S. NEAL AND JULIE A. NEAL		<b>TITLE COMPANY:</b> TARVER ABSTRACT	<b>GP. No.:</b> 3035351
<p>I, ALLEN D. HUGHES, REGISTERED PROFESSIONAL LAND SURVEYOR No. 3881 DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY SHOWN HEREIN, IS CORRECT AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAP OF IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.</p>			
<p>THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE, IS IN ZONE <u>  </u> PER F.I.R.M. MAP No. <u>480441 0025A</u></p> <p>DATED: <u>11-15-88</u></p>			
<b>FIELD WORK</b>	<b>LR</b>	<b>04-04-03</b>	
<b>DRAFTED BY</b>	<b>LC</b>	<b>04-07-03</b>	
<b>JOB. No.</b>	<b>230427</b>		
<b>KEY MAP No.</b>			
<p><b>Bowden Survey Co.</b> PROFESSIONAL SURVEYING SERVICES 14201 MEMORIAL DRIVE, SUITE 207 HOUSTON, TEXAS 77079-6751 PHONE (281) 531-1900 FAX: (281) 531-4900</p>			

