



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Thursday, November 13, 2025

6:30 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. Fire Department Presentation of Awards
- B. City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.
- C. Department Reports
- D. Sam Rayburn Municipal Power Agency - Mayor Hebert
- E. 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. October 14, 2025
2. October 22, 2025

VII. REGULAR AGENDA

A. Regular Session

1. **PUBLIC HEARING CONCERNING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT, PURSUANT TO THE PROVISION OF CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE**
2. **CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AUTHORIZING AND CREATING THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING A DISSOLUTION AGREEMENT; PROVIDING FOR MATTERS RELATED TO THE ADMINISTRATION OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE**
3. **CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS; APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE DEVELOPER OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO**
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, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH P3WORKS, LLC TO SERVE AS THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATOR FOR HIGHLANDS PID.**
5. **A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$18,116.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG DISASTER RECOVERY (CDBG-DR) PROGRAM CONTRACT NO. 24-067-026-E213 WITH THE TEXAS GENERAL LAND OFFICE.**
6. **A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$15,376.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG MIT (CDBG-MIT) PROGRAM CONTRACT NO. 24-065-067-E598 WITH THE TEXAS GENERAL LAND OFFICE.**
7. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, VOTING FOR PERSONS NOMINATED FOR THE LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.**
8. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIBERTY FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF LIBERTY AND PROVIDING AN EFFECTIVE DATE.**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION TO PARTIALLY FUND THE CITY'S WAYFINDING ASSESSMENT AND CITY BRANDING PROGRAM WITH MERJE DESIGN IN THE AMOUNT OF \$8,900.00; AND PROVIDING FOR AN EFFECTIVE DATE.
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION FOR THE TRANSFER OF \$35,000.00 TO THE AIRPORT FUND TO PROVIDE THE CITY'S LOCAL MATCH FOR THE AIRPORT LAYOUT PLAN PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.
12. 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 REPAIRS TO THE ELECTRICAL SYSTEM
13. DISCUSSION AND POSSIBLE UPDATES TO THE SIGN ORDINANCE
14. DISCUSSION AND POSSIBLE ACTION REGARDING THE DECEMBER COUNCIL MEETING DATE AND TIME.

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.
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.
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 6th day of November 2025. This notice will remain posted continuously for at least three (3) business days preceding the scheduled day 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: November 13, 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

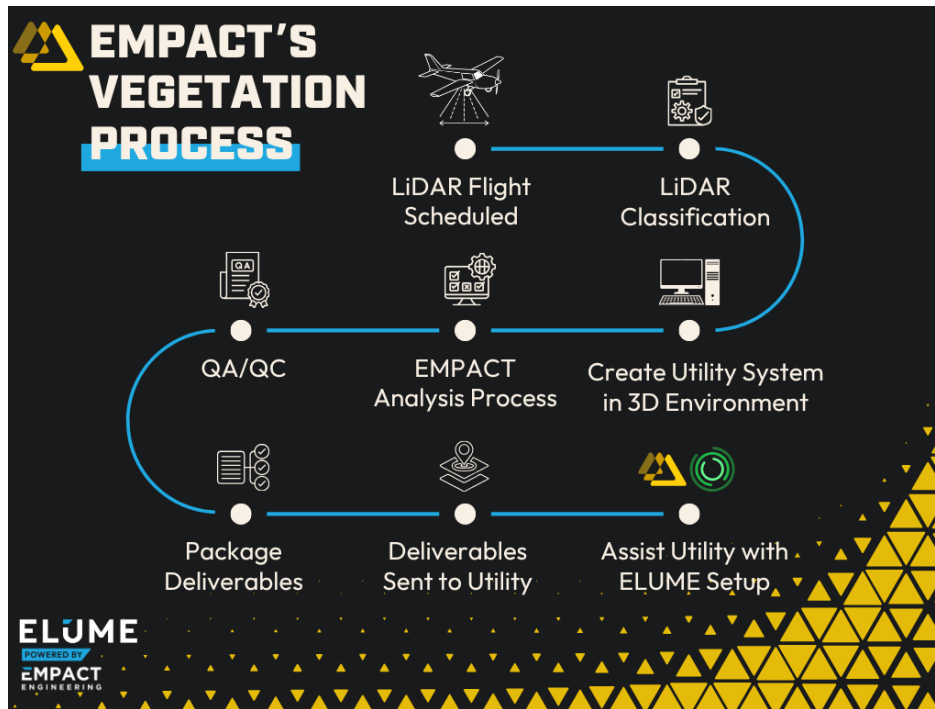
Background: This agenda item provides an opportunity for the City Manager to update the City Council and the public on key ongoing and upcoming City projects and initiatives.

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 two 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.

EMPACT Engineering Geospatial Report for Electric Utility:

The LiDAR drones have completed their flights. They are processing the data and moving forward with developing the base mapping, and from there they will begin the analysis. EMPACT anticipates completing this phase and having preliminary results available in less than six more weeks. Below is a process flow chart infographic.



Roadway Asset Services:

We have a progress meeting with Roadway Asset Services at 2pm on November 13th, I should have more to share at the council meeting on the night of the 13th.

Liberty Municipal Park:

- Liberty Municipal Park Splash Pad is still ahead of schedule and should be complete by the end of 2025!
- The pond has been cleared. We are expecting bids on the two fountains soon.
- We are awaiting the bid documents for the Bathrooms and Concession Stands, and anticipate putting that out soon.

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 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 10/01/2025 00:00 LT
 End Date 10/31/2025 23:59 LT

Creation 11/05/2025 16:53
 User AprilGilliland
 Customer ID KT78

Summary

Landings		Take-Offs		Totals	
Single Engine	491	Single Engine	485	Single Engine	976
Single Engine Turbine	2	Single Engine Turbine	2	Single Engine Turbine	4
Multi Engine	9	Multi Engine	9	Multi Engine	18
Multi Engine Turbine	12	Multi Engine Turbine	11	Multi Engine Turbine	23
Helicopter	13	Helicopter	23	Helicopter	36
Light Sport Aircraft	1	Light Sport Aircraft	1	Light Sport Aircraft	2
Glider	1	Glider	1	Glider	2
TOTAL	529	TOTAL	532	TOTAL	1061

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	462	A1	459	A1	921
B1	3	B1	3	B1	6
B2	16	B2	15	B2	31
HEL	13	HEL	23	HEL	36
UKN	35	UKN	32	UKN	67
TOTAL	529	TOTAL	532	TOTAL	1061

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	
A75N1	2	PA28	2	AS600	2	B200	6											B06	1
AA5	18	TBM9	2	B200	8	B350	11											B407	2
AG5B	10			B58	2	BE9L	2											BK17	33
BE23	2			B60	2	BE9T	4												
BE33	2			BE55	2														
BE35	13			C310	2														
BE36	2																		
BEAR	6																		
BL8	9																		
C150	4																		
C170	6																		

Airport Operations

Snapshot Local Time

Start Date 10/01/2025 00:00 LT
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 User AprilGilliland
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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
C172	150								
C177	2								
C180	6								
C182	127								
C185	5								
C206	14								
C210	17								
CH60	2								
CH7B	4								
DA40	6								
E75	2								
EAGL	5								
F1Rocket	2								
G2SA	2								
M20	38								
MOR2	2								
P28A	14								
PA24	4								
PA28	317								
PA28A	50								
PA32	2								
PA46	2								
Rans S6	2								
RV10	19								
RV14	2								
RV4	2								
RV6	10								
RV7	4								
RV8	2								
SR20	5								
SR22	1								
Stinson108	6								
T28	12								
Others	64								

Airport Operations

Snapshot Local Time

Start Date10/01/2025 00:00 LT

End Date10/31/2025 23:59 LT

Creation11/05/2025 16:53

UserAprilGilliland

Customer IDKT78

Military	Military Helicopter	Light Sport Aircraft	Glider	UAV	Blimp	Balloon	GND Emergency	GND Vehicle A	Other
		Kitfox2	Sinus9122						

Activity Summary

LANDING RWY 16	297
LANDING RWY 34	232
SELF FUEL	86
TAKEOFF RWY 16	283
TAKEOFF RWY 34	249
T&G RWY 16	69
T&G RWY 34	55
T-HANGARS	12

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

OCTOBER 1, 2025 to OCTOBER 31, 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 & Notes</u>	<u>Report Status</u>
LITTER								

25-008	1/29/25	Mosley	Mary	Beaumont-ID#55217 Liberty, TX 77575	LITTER	3rd NOV & POSTED	12/1/25	READY FOR ABATEMENT
25-051	5/22/25	Sandles	Delores	900 MLK Liberty, TX 77575	LITTER	VERBAL	11/10/25	READY FOR ABATEMENT
25-105	10/8/25	Samuels	Glenn	2631 Cornell Liberty, TX 77575	LITTER	1st NOV- HANGER		CLOSED- CLEARED BY OWNER
25-108	10/21/25	Martinez	Juan	1102 Washington Liberty, TX 77575	LITTER	1st NOV- HANGER		CLOSED- CLEARED BY OWNER
25-109	10/21/25	Rangel	Jose	609 Texas Liberty, TX 77575	LITTER	1st NOV- HANGER	12/1/25	OPEN

HIGH GRASS								
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25-003	1/9/25	Green	Darryl	Alabama-ID#56379 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/7/25	READY FOR ABATEMENT
25-007	1/27/25	Stuckey	Jan	Ave. E-ID# 55695 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/7/25	READY FOR ABATEMENT
25-021	4/3/25	Semien	A W	1021 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/7/25	READY FOR ABATEMENT
25-064	6/23/25	Twin Oaks	Parks Inc.	3802 N Main Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/10/25	READY FOR ABATEMENT

25-071	7/8/25	Twin Oaks	Parks Inc.	Cedarwood- ID#73301 & 73302 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/10/25	READY FOR ABATEMENT
25-075	7/16/25	Garza	Hugo	845 Sue Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/10/25	READY FOR ABATEMENT
25-084	7/25/25	Lyons	Charles	1301 Minglewood Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/10/25	READY FOR ABATEMENT
25-086	7/28/25	Osorto	Oscar	101 Glenn St. Liberty, TX 77575	HIGH GRASS	TAGGED	11/21/25	OPEN
25-088	8/4/25	Rodriguez	Rodolfo	1834 N San Jacinto Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/24/25	READY FOR ABATEMENT
25-089	8/5/25	Rubit	Ronnie	609 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/24/25	READY FOR ABATEMENT
25-092	8/12/25	Mosley	Estina	Lamar-ID#56428 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY OWNER
25-094	8/12/25	Turner	Joyce	1015 Lamar Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/24/25	READY FOR ABATEMENT
25-100	9/3/25	Davis	Richard	901 MLK & MLK- ID#127680 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED	11/7/25	READY FOR ABATEMENT
25-102	9/10/25	Barber	Zachary	1001 Minglewood Liberty, TX 77575	HIGH GRASS	VERBAL		CLOSED- CLEARED BY OWNER

25-103	9/11/25	Ramirez	Gabriel	2625 Cornell Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail		CLOSED- CLEARED BY OWNER
25-104	10/6/25	LDDMCH	LLC	1300 Washington Liberty, TX 77575	HIGH GRASS	1st NOV- Mail		CLOSED- CLEARED BY OWNER
25-107	10/9/25	Belle	Mattie	1915 Adams Liberty, TX 77575	HIGH GRASS	2nd NOV-Mail	12/1/25	OPEN
STOP WORK ORDER								
24-062	7/18/2024	Ortiz	Omar	422 Maplewood Liberty, TX 77575	STOP WORK	VERBAL	10/31/25	OPEN
RV VIOLATIONS								
23-109V	7/20/23	Multiple	Owner	311 Riverbend Rd. Liberty, TX 77575	LIVING IN RV	3rd NOV & POSTED	11/7/25	OPEN
23-163V	11/21/23	CTL Sales	of Texas	610 Port Dr. Liberty, TX 77575	RV- AT COMMERCIAL LOCATION	NOV- Reinspection	11/7/25	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								
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		CLOSED- CLEARED BY OWNER

25-040	5/15/25	Mitchell	Aurelia	311 Riverbend Rd. Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	11/7/25	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 Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	10/24/25	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

25-006	1/13/25	Smith	Arthur	4106 N Main Liberty, TX 77575	DILAPIDATED PROPERTY	2nd NOV-Mail		CLOSED
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
25-074	7/15/25	Ortiz	Raul	2757 Cos Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- HANGER	11/17/25	OPEN
25-106	10/9/25	Smart	John	3416 N Main Liberty, TX 77575	NO PERMIT	VERBAL		CLOSED

JUNK MOTOR VEHICLE (JMV)-PRIVATE PROPERTY

<u>JMV Case #</u>	<u>Case OPEN Date</u>	<u>Last reg.</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Follow up date & Notes</u>	<u>Vehicle Location</u>	<u>License Plate #</u>	<u>Status</u>
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
25-012V	8/13/25	Apr-24	Dorsey	Betty		528 Garrett Liberty, TX 77575	RTV3265	CLOSED- CLEARED BY OWNER
25-014V	7/25/25	Dec-21	Sanchez	Abel		128 Tanner Liberty, TX 77575	GDH2811	CLOSED- CLEARED BY OWNER

OPEN

<u>Case Type</u>	<u>Began</u>	<u>Closed</u>	<u>OPEN</u>
LITTER	5	2	3
HIGH GRASS	17	4	13
STOP WORK ORDER	1		1
RV VIOLATIONS	4		4
DILAPIDATED PROPERTY	6	1	5
SIGN ORDINANCE VIOLATIONS	0		0
MULTIPLE VIOLATIONS	5	2	3
JUNK MOTOR VEHICLE	6	2	4
			0
TOTAL CASES	44	11	33

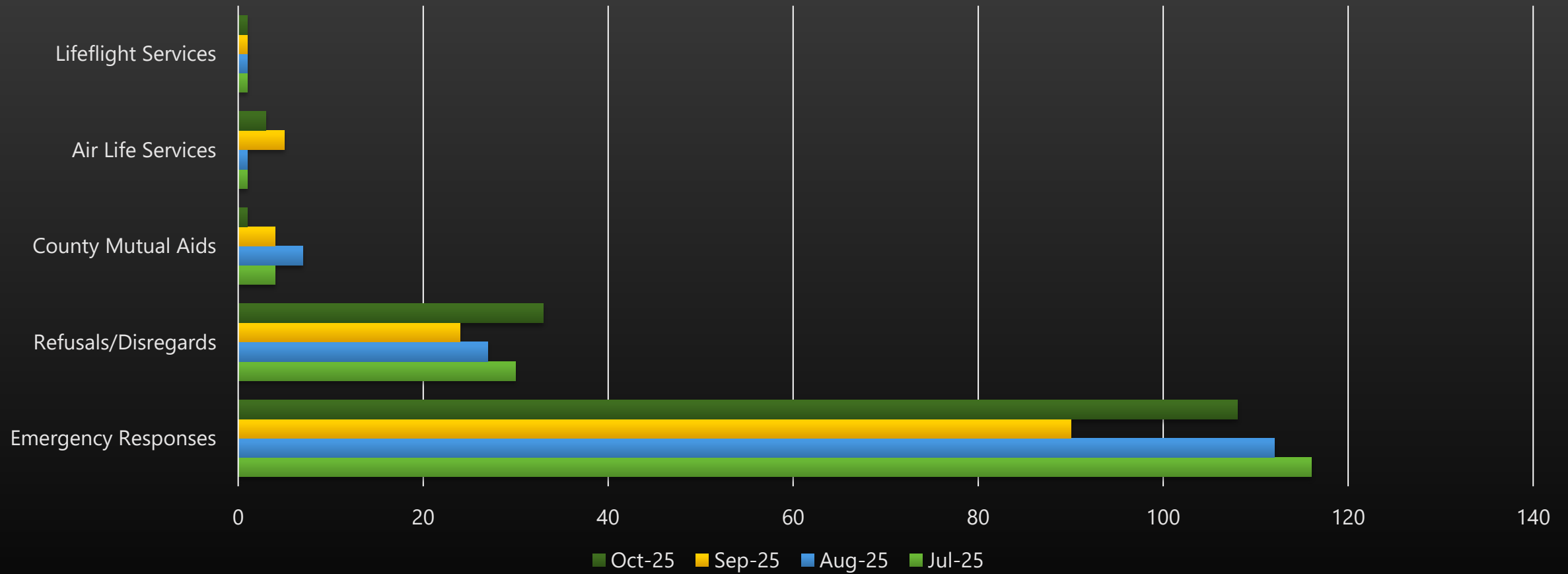
<u>Bandit signs collected this month:</u>	38
<u>Number of citations issued this month:</u>	

Liberty Fire

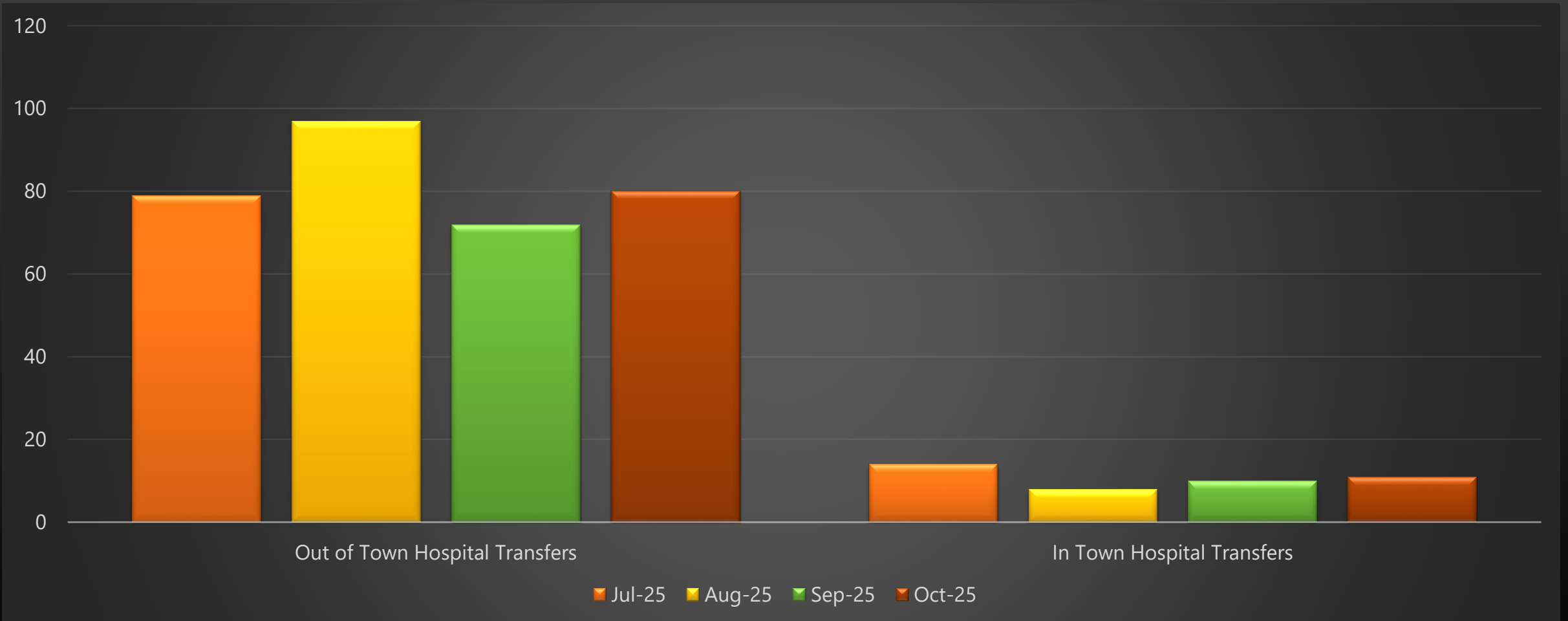
- October Monthly
- Report



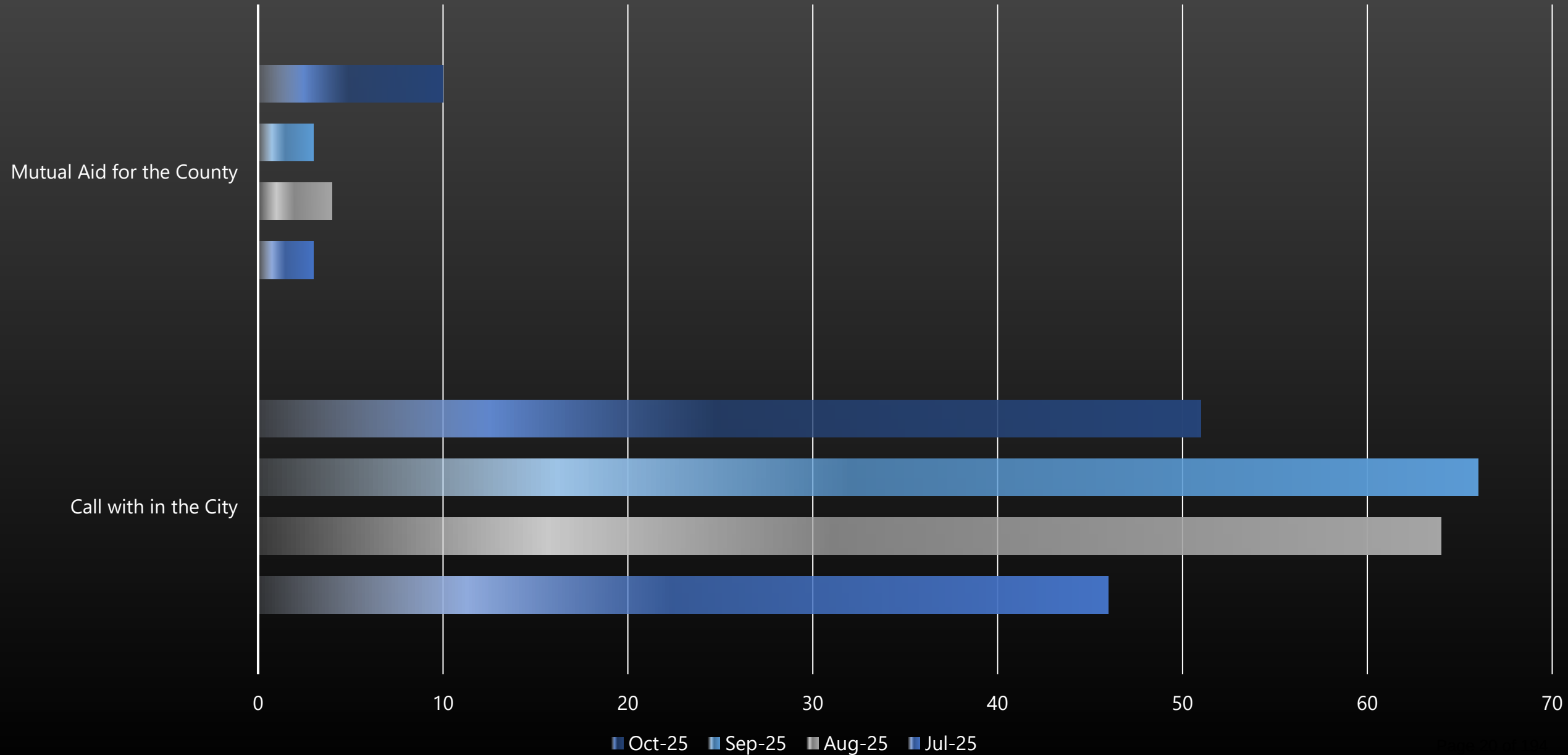
EMS Calls: 237



EMS Transfers



Fire Calls: 61



"A" SHIFT



- **Gas leak credentialing**
- **Brush fire**
- **EMS training with volunteers**
- **Electrical fire**

“B” Shift

- **Fire at Liberty Forge**
- **Halloween with the volunteers.**
- **Gas leak in Ames .**



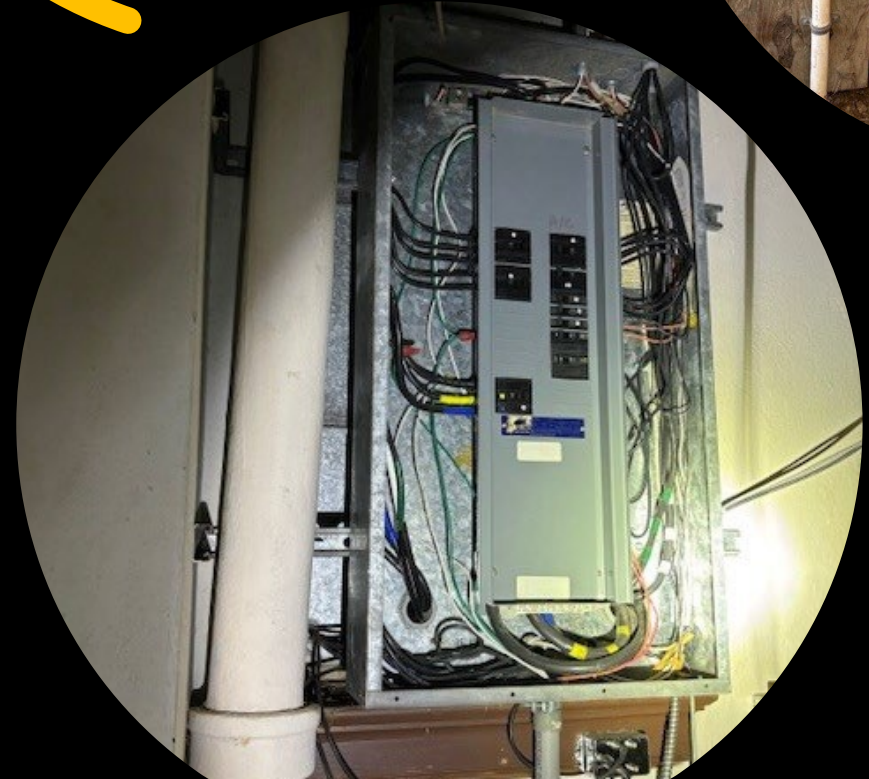
"C" Shift

- Ladder Training
- MA- House Fire
 - Trash Fire



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.



- **CPR training at LHS Health Science class**
- **Awesome Awareness Trick or Trunk Event**
- **Family night Halloween and Pumpkin carving**
- **Trick or Trunk event at El Burrito**



Liberty Municipal October 2025 Report

This month saw the beginning steps of the LIFI grant in action with the signage of the grant contract. The LIFI grant committee decided that an amendment to the grant was necessary and added an additional \$4,810 for services to the library's grant for a new total of \$44,075. The library has begun the process of ordering and receiving items purchased through this grant and are excited to begin to see the results from this process. The LIFI grant comes through federal funding provided to the Institute of Museum and Library Services and overseen by the Texas State Library and Archives Commission.

Several staff and volunteers operated a booth at the National Night Out event on October 7th. A fishing game was set up for participants to win prizes. The library also gave away stickers with the new logo printed by the staff. This event was a great way for the library to connect with the community, and we were excited to be invited to participate.



*2025 Winning Logo
created by Maribel Martinez*

The library held a special Naruto Day scavenger hunt for all ages on October 10 with 18 participating in the scavenger hunt. The library's next scavenger hunt will take place this month on November 19 and will be celebrating Monopoly Day. Special prizes and giveaways can be won on this day, and it is a free event open to all ages.

The library held this year's Fall Bash on October 31. The Hotel Transylvania trilogy was shown in the theater throughout the day all leading up to Fall Bash. This was the library's first-time showing movies in the theater. While some kinks still need to be worked out it will be a nice amenity that we can offer to the community. There were 50 people in attendance for the Fall Bash. The Friends of the Library offered

cupcakes and water to event attendees. Administrative Assistant Maggie Varela once again created a spooktacular fun scavenger hunt for the Fall Bash. A pumpkin contest was held in-person and online. Individuals and families were given the opportunity to pick up a pumpkin for free at the library to enter the contest. Twelve pumpkins were turned in, and the top three winners will receive a 3D printed pumpkin as an award. All participants will receive 3D printed pumpkin bookmarks.



From left to right
(Friends members):
Gloria Stratton,
Lindsay Lawrence,
Sharon Kemper



Top row: Danny Ramis, Maggie Varela,
Madison Swonke, Gail Williamson
Bottom row: Jill Daniel, Amber Ursprung,
Maribel Martinez

The library is also working on getting the grounds ready for this year's holiday events. The Friends of the Library agreed to the purchase of over \$1,300 on outdoor lighting and decorations for Christmas and the library staff are all excited to see the library grounds lit up this year. It is also thanks to the city council and City of Liberty who approved the repair of outdoor outlets that the library will be able to participate in lighting up the library for the season.

Liberty Municipal Library Monthly Report May through October 2025

Circulation	May	June	July	August	September	October
Spanish Materials Circulation	38	103	97	74	89	66
Total Adult, Teen & YA Circulation All Formats	1,238	1,688	1,679	1,288	1,450	1367
Total Juvenile Circulation All Formats	1,358	3,228	3,252	1,284	1,222	1249
Total Circulation All Formats	2,596	4,916	4,931	2,572	2,672	2616
Reference Services						
In-house Reference	133	208	260	168	197	207
Telephone Reference	75	118	150	100	93	108
Public Computer Assistance	87	130	102	110	165	134
Collection Statistics						
Total Volumes in Collection	49,306	49,266	49,320	49,344	49,526	49,562
Total Titles in Collection	69,002	69,132	69,151	69,319	70,135	70,199
Cataloging						
Books Cataloged	120	81	62	93	141	0
DVD/ Blu-Rays Cataloged	0	1	0	1	0	19
Audiobooks & Music CDs Cataloged	0	0	0	0	0	0
Periodicals Cataloged	59	32	0	0	5	25
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	13	13	21	10	15	17
Story Time Programs	4	0	0	2	3	4
Story Time Attendance	30	0	0	45	42	52
Misc. Children's Programs/Tours	0	3	4	0	0	3
Msc. Children's Programs/Tours Attendance	0	559	543	0	0	78
Adult Programs Attendance	29	48	81	28	86	32
YA/Teen Programs Attendance	0	34	21	0	0	0
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	2,426	2,436	2,437	2,403	2,387	2,380
Total Active Accounts Out-of-City Patrons	3,869	3,862	3,830	3,760	3,733	3,704
Total Volunteers	3	5	3	0	10	8
Total Volunteer Hours	11.5	10	6.75	0	26.5	19
Patron Visits Count	2,207	3,096	3,126	1,575	1,799	1,892
Public Use Technology						
Wireless Users	3	0	387	138	108	67
Hours of Patron Wireless Use	0	0	42	30	49	22
Public Computers Users This Month	251	255	247	164	204	194
Hours of Patron Computer Use	160	130	161	113	141	115
Website Sessions: Online Catalog	1,661	2,089	1,965	1,799	1,883	2,537
Social Media Sessions: Facebook, Instagram	24,761	2,185	1,522	981	733	944

	Liberty Municipal Library Volunteer Report for the Month of October 2025																																																									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total																										
Abshier, Dana																																0																										
Daniel, Hannah																																0																										
Davis, Beverly																															2	2																										
Harbour, Cathy																															2.5	2.5																										
Hammer, Theresa																															2	2																										
Kemper, Sharon																															2.5	2.5																										
Lawrence, Lindsay																															2.5	2.5																										
Minchew, Sammie																															2.5	2.5																										
Pickett, Sandy																															2.5	2.5																										
Stratton, Gloria																															2.5	2.5																										
Sundgren, Gary																																0																										
Sundgren, Josh																																0																										
Sundgren, Stacy																																0																										
Total for month																																19.00																										

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
OCTOBER 2025

PLAN REVIEW

of Plans Reviewed

BUILDING PERMITS

Commercial Building Permits - New	0
Commercial Building Permits - Renovation/Remodel	0
Commercial Building Permits - Addition/Expansion	0
Residential Building Permits- New (Manufactured Homes)	0
Residential Building Permits - New (Single Family)	0
Residential Building Permits - New (Multi-Family)	0
All Other Permits Issued	22

CERTIFICATE OF OCCUPANCY

Commercial C of O's Issued	0
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FEE REVENUE

Permit Fee Revenue	\$2,603.40
Tap Fee Revenue	\$3,250.00
TOTAL	\$5,853.40

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
OCTOBER 2025

OCTOBER 2025-COMMERCIAL

BUSINESS NAME	ADDRESS	PERMIT TYPE
VACANT CAR LOT	914 HWY 90	ELECTRICAL
R & E PORTABLE BLDGS	1007 CONFEDERATE	ACCESSORY STRUCTURE
TWILA LABUFF	1005 HWY 90	UTILITY TAP
LIBERTY HEALTH CARE	1206 N TRAVIS	PLUMBING

LIBERTY POLICE DEPARTMENT

- MONTHLY REPORT
- October 2025





CITY OF LIBERTY
POLICE DEPARTMENT

1906 LAKE LAND DR.

LIBERTY POLICE DEPARTMENT

CALLS FOR SERVICE	1892
OFFENSES REPORTED	55
OFFENSES CLEARED	8
TRAFFIC CITATIONS	43
WARNING TICKETS	180
TRAFFIC ACCIDENTS	33
ARRESTS	7
ANIMALS HANDLED	39
ALARM CALLS	52
AMOUNT RECOVERIES	\$60,000.00



- The Mobile Data Terminals (MDT's) are in the Patrol Units.
- Were currently utilizing the E911 in Dispatch and Patrol/Dispatch are learning how to use the MDT system. We will be implementing the ticket writer in November.
- The two Tahoe's have been picked up from Parkway Chevrolet and are now being striped.
- Were preparing for Silver Santa. Were also assisting the Fire Dept with the Angel Tree.
 - Silver Santa provides necessities for the elderly

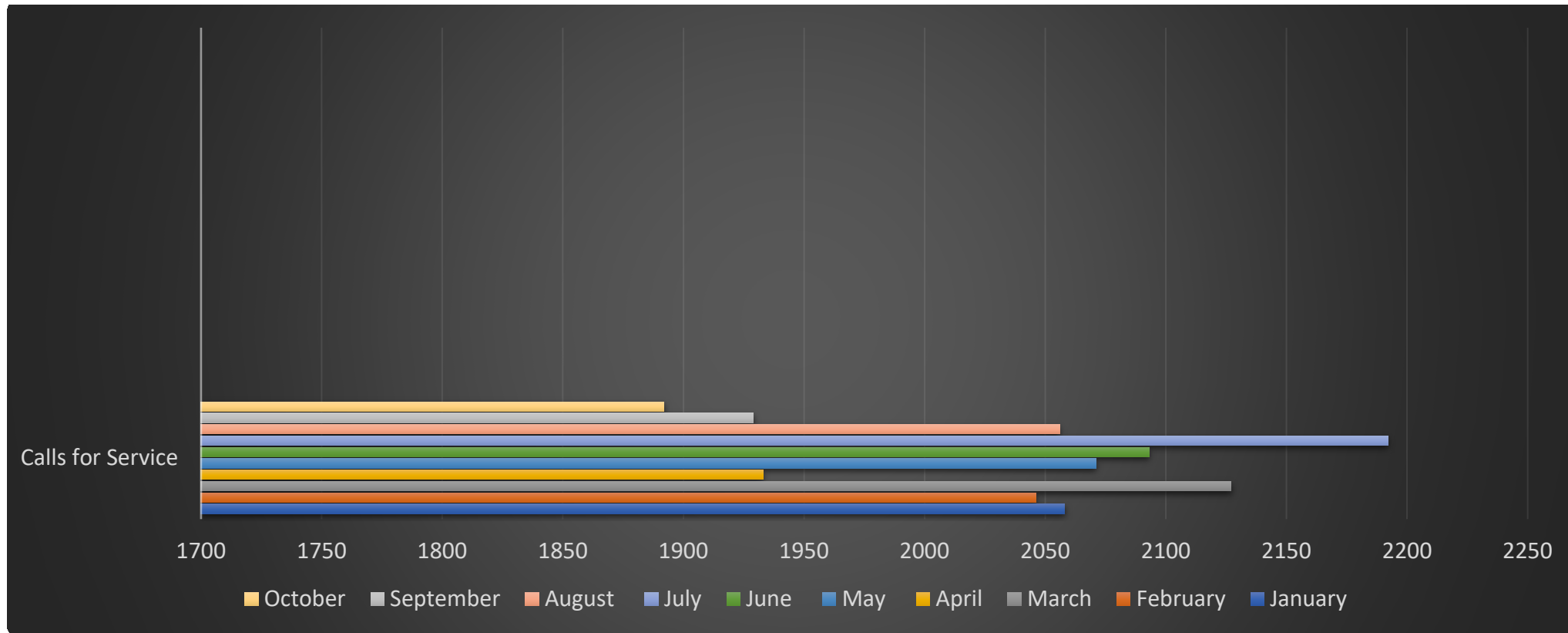




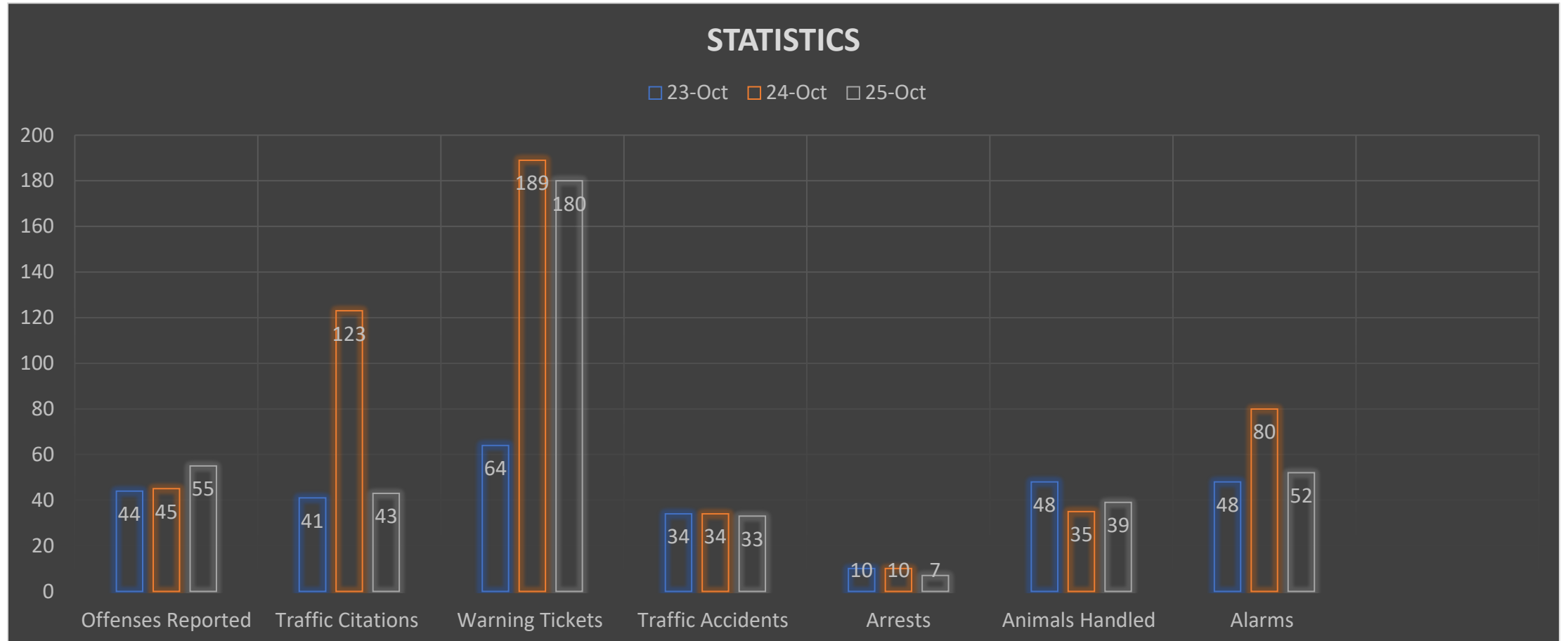
MDT



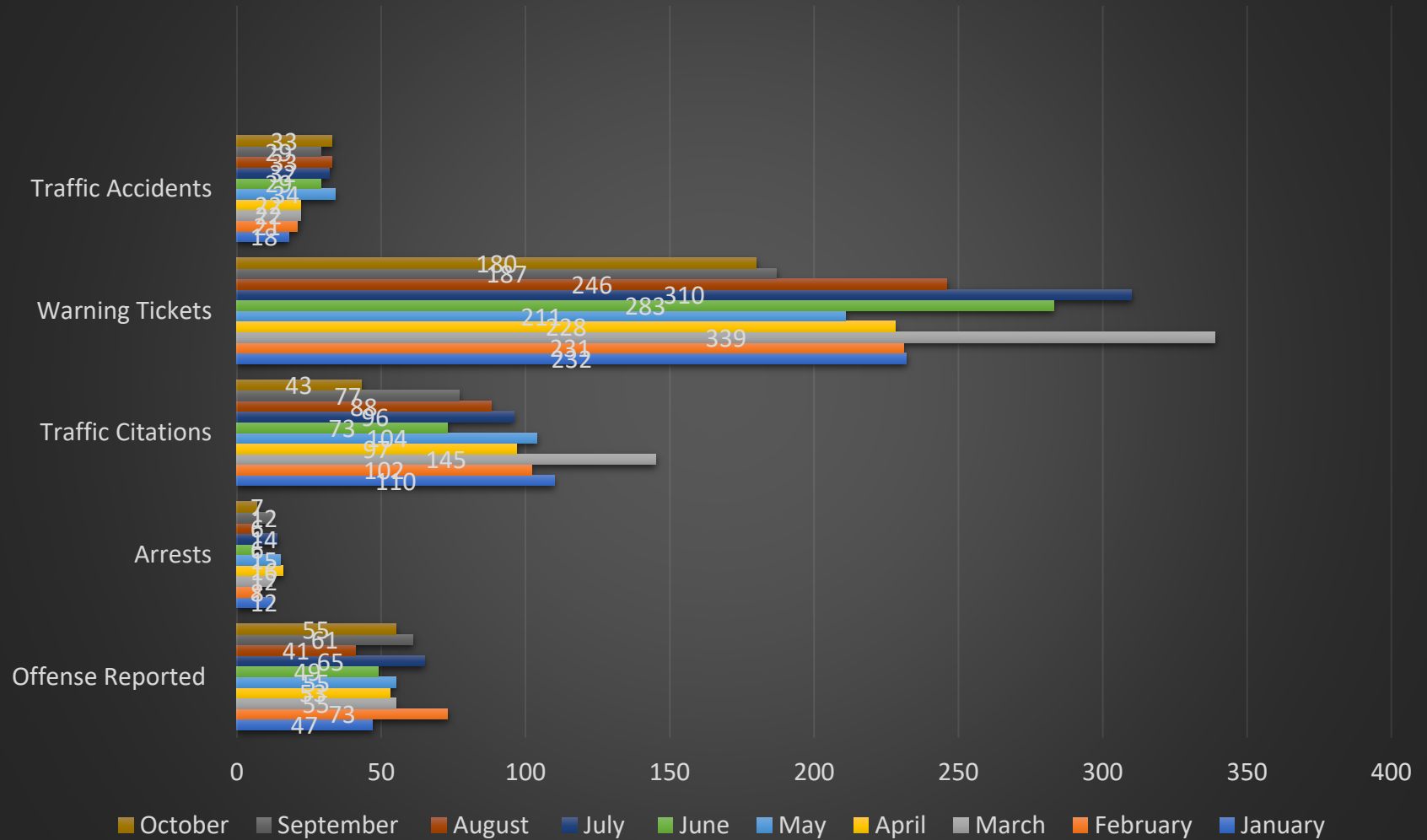
CALLS FOR SERVICE



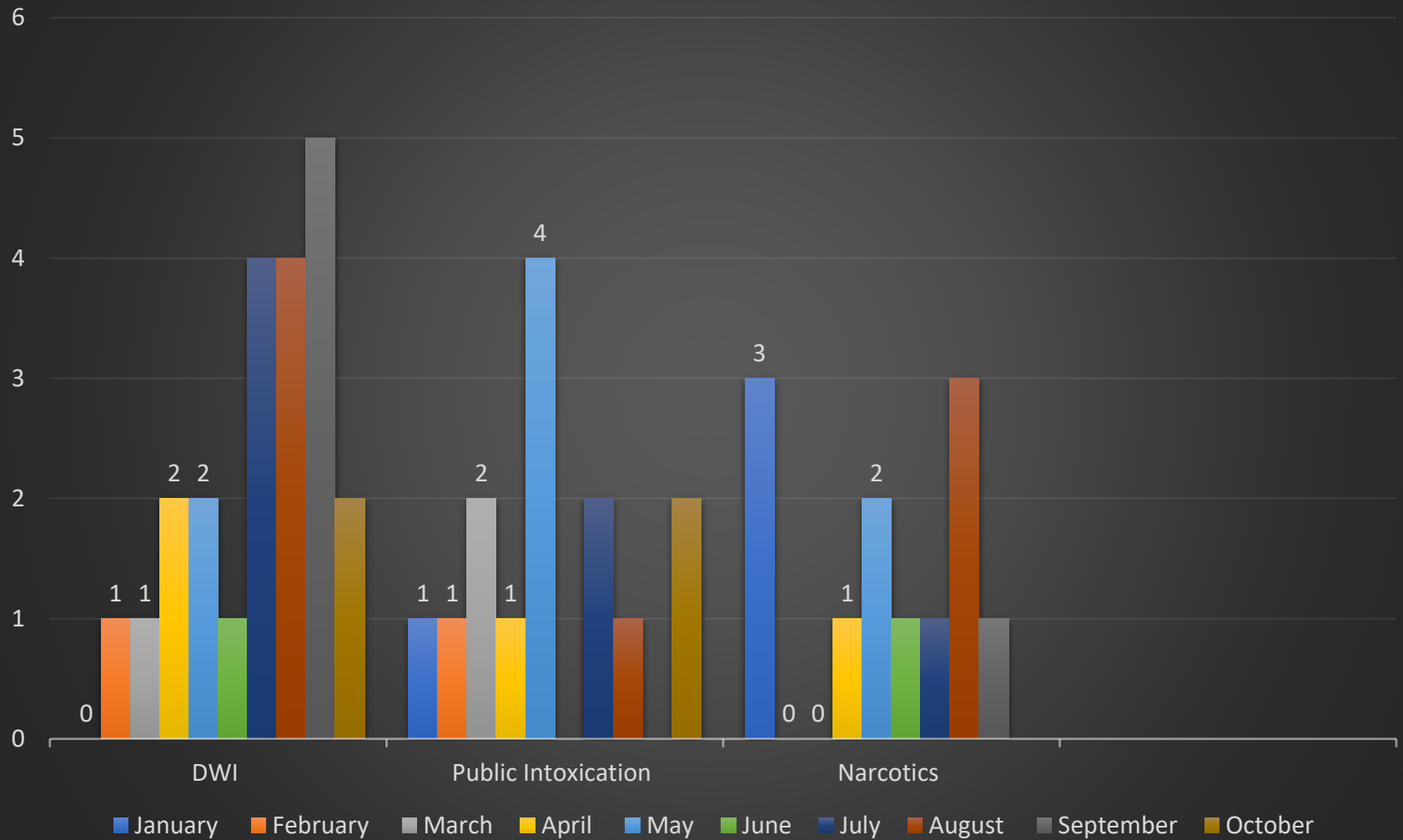
YEAR BY YEAR COMPARISON



Police Department Monthly Stats

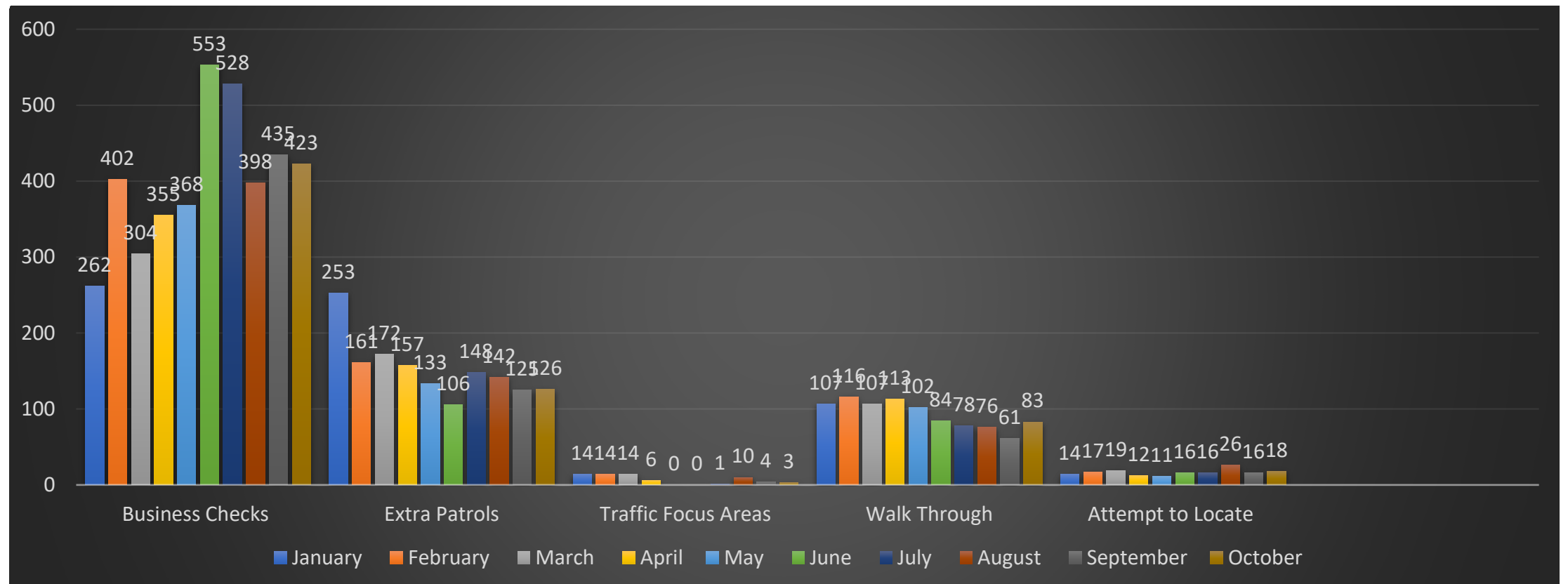


ALCOHOL/NARCOTICS RELATED ARRESTS

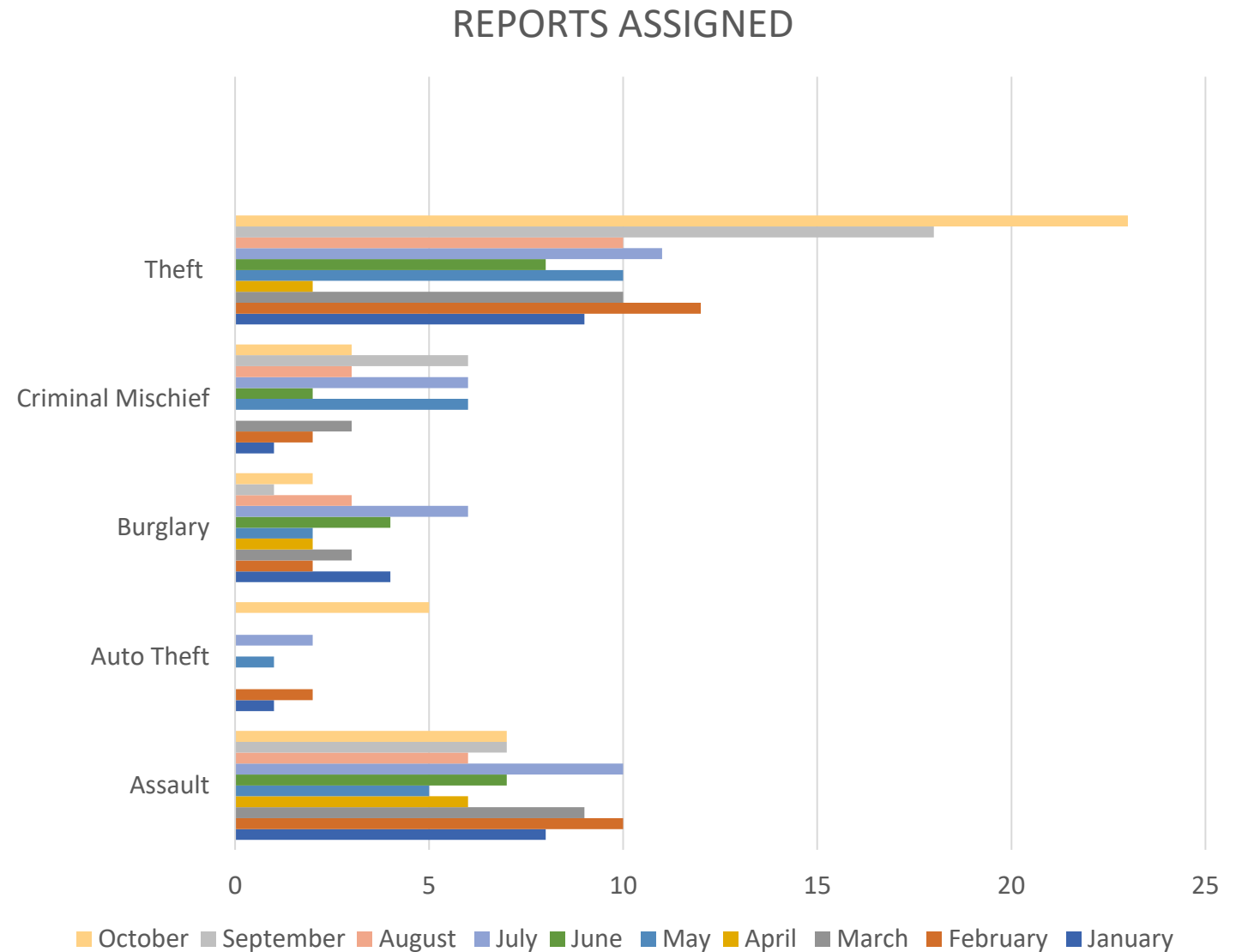


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PROACTIVE POLICING

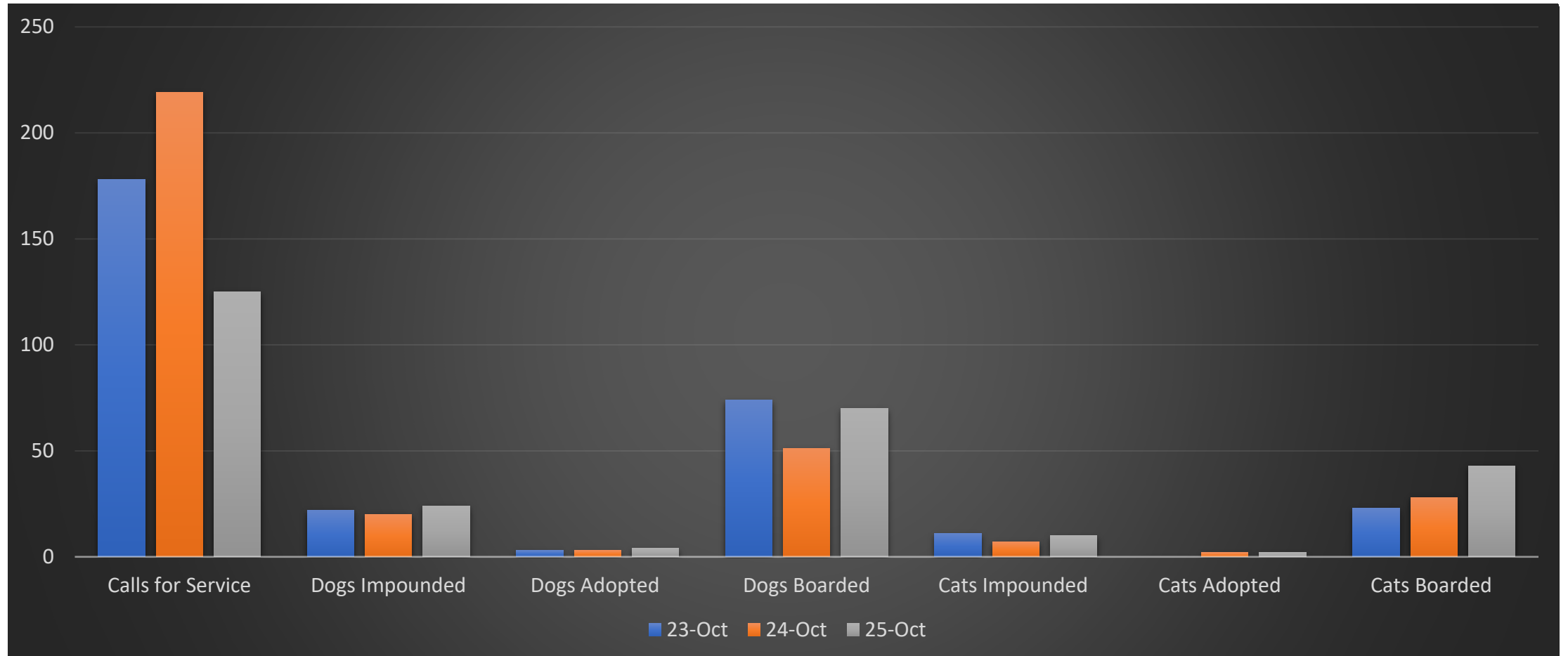


DETECTIVE DIVISION SUMMARY OF ACTIVITY

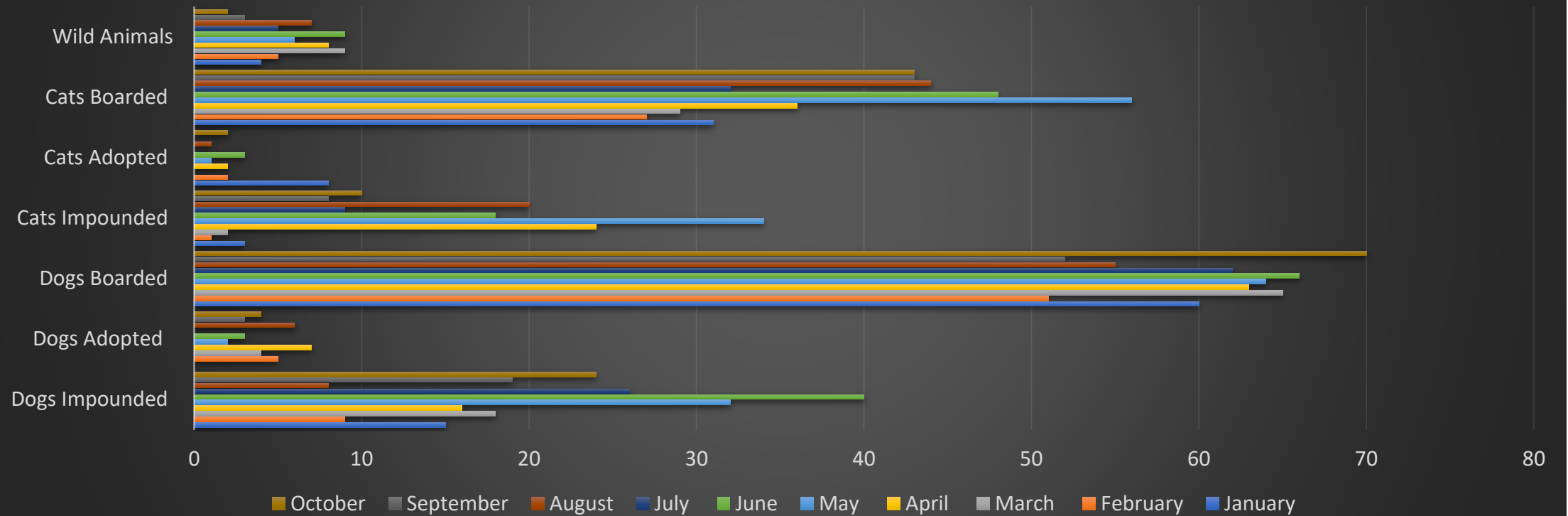


Animal Shelter

Year by Year Comparison



ANIMAL SHELTER MONTHLY STATS



NATIONAL NIGHT OUT

OCTOBER 7, 2025

LIBERTY POLICE DEPARTMENT



LIBERTY FIRE DEPARTMENT





HCA AIRLIFE



NATIONAL NIGHT
OUT 2025



TX DOT



LIBERTY FIRE



NATIONAL NIGHT OUT



THANKS TO ALL OUR SPONSORS



THANKS TO ALL OUR SPONSORS



Public Information Monthly Activity Report October 2025



Facebook Insights

Views: 190,655

The number of times our content was played or displayed.

Reach: 38,412

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: 929

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

+Followers: 177

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

LinkedIn Insights



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

Impressions: 115

Reach: 17

Clicks: 6

+Followers: 3



"X" (Formerly Twitter)

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

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

JAMES REDDING – STREETS

NOTES:

- Sprayed mosquitos
- Swept streets
- Mowed on route
- Repaired concrete driveway on Jarrett
- Patched around town
- Repaired asphalt street cuts
- Repaired sidewalk on Forest St.
- Repaired stop sign at MLK and Main
- Helped water dept dig a water leak at Cos and Main
- Repaired curb at Maryland and Webster
- Sprayed curb and sidewalk on Woodspring
- Sprayed service center yard
- Repaired concrete cut at Bowie and Cos
- Picked up limbs at airport
- Repaired concrete cut on Travis
- Repaired concrete cut at Cos and Main Formed up for concrete on Texas and on Sam Houston

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:				35	Hours
	Street cut repairs:				10	Each
	Curb & Gutter Repair:				18	Feet
Drainage:						
	Ditch Cleaning:					Feet
	Culvert Installation:					Feet
	Catch Basin/inlets cleaned:				675	Each
	Levee Inspection:				Yes	
	Flap Gate Debris Removal					
Spraying:						
	Herbicide:				100	Gallons
	Mosquito:				635	Miles
Signs:						
	Installed				2	Each
	Repaired/ Replaced				4	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. Waiting on permits to move forward on the project.

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. Cut vines and other debris off of fence lines that had been neglected by the contractors.

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 park
9. Mowing crew went to all locations where the contractor mowers have been mowing and have all the sites where they need to be visually and back in good shape.
10. Removed all vines, limbs, and other things off the fence lines at all mowing sites.
11. Cleaned up the library, police station, both fire houses, and dog pound of all overgrowth and vines that had taken over. Also trimmed all trees that were in bad shape.

MARK REED – WATER / WASTEWATER MANAGER

Power Outages October 2025

Date	Location	Time Called Out	Time Power Restored	Response Time (min)	Outage Time (mins)	Cause of Outage
4	206 Industrial	8:32PM	9:25 AM	18	53	Partial Power -issue was on customer side
4	201 Briar	10:25 AM	11:05 AM	15	40	Blown Transformer fuse- unknown cause
4	3000 Timberlane	6:48 PM	7:30 AM	22	42	Blown Transformer fuse- wildlife
25	120 Linden Lane	8:23 AM	9:00 AM	22	37	called about power outage - none - power was good at location
25	Port Road	6:20 AM	8:15 AM	25	115	partial power-blown line fuses
25	Liberty Feeders 2&4	5:25 AM	6:20 AM	25	55	feeders were dropped out due to falling dead trees from storm
25	121 Linden Lane	6:40 PM	10:30 PM	35	180	blown transformer fuse
25	120 Linden Lane	6:40 PM	7:00 PM	10	20	no power - loud boom -line fuse blown
25	121 Linden Lane	8:23 AM	9:00 AM	22	37	voltage was good
29	106 Linden Lane	11:48 AM	3:07 PM	7	189	Dead tree was blown over in the high winds
29	Briar, Sharon, Fisher Bend	2:02 PM	3:10 PM	62	68	Blown line fuse due to tree limbs blowing into lines
29	105 Valley	1:10 PM	NA	130		dead tree limb broke off tree due to high winds. Pulling meter can off garage.
29	Fort Worth, Port Rd	1:15 PM	3:30 PM	135	227	Blown line fuse due to tree limbs blowing into lines
31	725 Travis	10:26 AM	11:20 AM	14	54	Blown transformer fuse due to undersize
31	4620 McGuire	11:30 AM	11:52 AM	13	22	Blown line fuse due to high winds and trees
31	3609 N Main	11:40 AM	12:03 PM	15	23	Blown transformer fuse due to undersize
31	Cook Rd, Hillside Dr.	2:46 PM	4:20 PM	13	154	Blown line fuse due to dead tree limbs falling on lines. Causing cutouts to be damaged.
AVERAGE				34	82	

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 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: November 13, 2025

Agenda Wording: Mayor, Council and Staff Comments

Department: Administration

Subject: Mayor, Council and Staff Comments

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

Funding Source:

Staff Recommendation:



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, October 14, 2025

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on October 14, 2025, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:02 p.m. by Mayor John Hebert.

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

II. INVOCATION

Invocation was given by Pastor Michael Dorsett, Jr. from Cornerstone Church, Liberty, Texas.

III. PLEDGE OF ALLEGIANCE

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

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Hebert welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council. Ms. Kate Stewart requested to speak before the Council regarding the ordinance establishing traffic restriction during designated school hours.

V. PRESENTATIONS / REPORTS

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

City Manager Bryan Kendrick reported on the following updates:

- Fiber Installation Contractors
- Water System Maintenance
- New Hires
- EMPACT Engineering Geospatial Report for Electric
- Roadway Asset Services
- Municipal Park

B. Department Reports

Monthly reports are submitted by departments and are attached to the agenda for the council to review and to comment on or ask questions that they may have. Russell Crawley was asked by Mayor Hebert to speak to the Council about his induction into the AA Honorary Club for water and wastewater services.

C. Sam Rayburn Municipal Power Agency - Mayor Hebert

Mayor Hebert, Board Member of the Sam Rayburn Municipal Power Agency, talked about the meeting held in September. It was a standard business meeting, the agency budget is good, and the agency is talking about a possible reduction in the rate per KWH charged to each city. The next agency meeting is being held on Monday, October 27, 2025, in Livingston, Texas.

D. Mayor, Council and Staff Comments

Mayor Hebert thanked the library staff for holding a great 85th Celebration and the Police Department for its well-attended National Night Out.

VI. CONSENT AGENDA

All consent items listed are considered 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 makes 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 Brents to approve all items on the consent agenda and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

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. EXECUTIVE SESSION

At 6:36 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.

- A. **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

VIII. REGULAR AGENDA

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

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.**

Ms. Emilie Zalfini from Home Serve USA presented the NLC Service Line Warranty Program to the Council.

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 City Call
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.

The Council was not supportive of this program and this item failed due to lack of a motion.

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

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 feels either bank would provide a very good service for us. It was 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.

A motion was made by Council Member Brents to approve the resolution awarding the bank depository contract to First Liberty Bank and seconded by Council Member Seymour. The motion passed 6 to 0 with all present voting yes.

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.**

As part of the Port of Liberty's bylaws, the City of Liberty and the Chambers Liberty County Navigation District must approve the budget.

A motion was made by Council Member Bell to approve the resolution approving the Port of Liberty's Budget for year-end 12/31/2025 and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

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.**

As part of the subdivision development off of McGuire Road, the developer has petitioned to create a public improvement district to support the development of the infrastructure in the area of the new subdivision.

A motion was made by Council Member Brents to approve the resolution accepting the filing of a petition request for the creation of the Highlands Public Improvement District and calling a public hearing for November 13, 2025 and seconded by Council Member Dugger. The motion passed 6 to 0 with all present voting yes.

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.**

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.

A motion was made by Council Member Bell to approve the resolution approving an agreement with MERJE Design for a wayfinding assessment and a city branding program and seconded by Council Member Seymour. The motion passed 5 to 1 with Council Members Bell, Dennis, Dugger, Hebert and Seymour voting yes, with Council Member Brents voting no.

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**

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.

A motion was made by Council Member Dugger to approve the resolution accepting the 2026 TxDOT Airport Layout Plan Grant Agreement and allowing the City Manager to appoint members to the consultant selection committee and seconded by Council Member Seymour. The motion passed 6 to 0 with all present voting yes.

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.

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.

A motion was made by Council Member Dugger to approve the resolution authorizing the City Manager to execute a service agreement with Tyler technologies for various software modules and seconded by Council Member Bell. The motion passed 6 to 0 with all present voting yes.

8. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY.

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.

A motion was made by Council Member Brents to approve the resolution designating Mayor Hebert as representative and Council Member Seymour as alternate to the Houston Galveston Area Council 2026 General Assembly and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

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.

It is the duty of the City Council to adopt regulations that protect the structural integrity of City streets, roads, and rights-of-way and to safeguard the value of public investment. It has been 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.

A motion was made by Council Member Brents to adopt the Ordinance creating new regulations regarding right of way use and construction and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

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.

Liberty ISD requested that no-turn signs be installed to help with the flow of traffic during school drop-off and pick-up hours.

A motion was made by Council Member Dennis to adopt the Ordinance establishing turning movement restrictions during designated school hours and seconded by Council Member Dugger. The motion passed 6 to 0 with all present voting yes.

11. Consider approving a variance request for the property at 2802 Beaumont Ave.

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.

The planning and zoning commission voted 6 to 0 to deny the variance request in their October 8, 2025, meeting.

A motion was made by Council Member Bell to deny the variance request for the property at 2802 Beaumont Ave and seconded by Council Member Dennis. The motion passed 6 to 0 with all present voting yes.

B. Executive Session

At 8:46 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.

- 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

At 10:48 p.m., Mayor Hebert closed the Executive Session and reconvened the open meeting.

1. Consider and take possible action on legal matters discussed in the executive session.
No action was taken.

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

A motion was made by Council Member Bell to give WCID#5 access to the back of the Service Center Property for drainage and seconded by Council Member Brents. The motion passed 6 to 0 with all present voting yes.

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

- Airport Advisory Board Appointments

A motion was made by Council Member Bell to appoint Council Member Seymour to the Airport Advisory Board and seconded by Council Member Brents. The motion passed 6 to 0 with all present voting yes.

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

No action was taken.

12. Discussion and possible action on Liberty Center Kitchen Renovations

Council took a tour of the liberty Center Kitchen to discuss renovations and what needs to be done. The council advised the City Manager to get quotes for the necessary renovations.

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

With no further business to discuss, Mayor Hebert adjourned the meeting at 10:58 p.m.

ATTEST:

John Hebert, Jr., Mayor

April Gilliland, City Secretary



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Wednesday, October 22, 2025

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on October 22, 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. 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.

III. REGULAR AGENDA

A. Regular Session

1. Discussion and possible action on the potential sale of the fiber ring.

ITC Broadband East Texas, LLC is doing business as Highline Internet and has made an Asset Purchase Agreement Offer for the City of Liberty's fiber ring for \$425,000 with the city retaining 36 fibers to use for 40 years.

A motion was made by Council Member Dugger to accept the offer from ITC Broadband East Texas, LLC as presented with final legal review by the City Attorney and the funds going to quality-of-life projects at the municipal park and seconded by Council Member Bell. The motion passed 5 to 2 with Council Members Bell, Dugger, Hebert, Seymour and Ward voting yes and Council Members Brents and Dennis voting No.

IV. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, Mayor Hebert adjourned the meeting at 6:35 p.m.

John Hebert, Jr., Mayor

ATTEST:

April Gilliland, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: PUBLIC HEARING CONCERNING THE CREATION OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT, PURSUANT TO THE PROVISION OF CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

Department: Community Development

Subject: Highlands Public Improvement District

Background: Section 372.009 of the Local Government Code states that “a public improvement district may be established and improvements provided by the district may be financed under this subchapter only after the governing body of the municipality or county holds a public hearing on the advisability of the improvement.”

On October 14, 2025, City Council approved a resolution to set the public hearing on the Highlands Public Improvement District for November 13, 2025.

Funding Source: N/A

Staff Recommendation: Staff recommends City Council hold the public hearing.

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING AND CREATING THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR MATTERS RELATED TO THE ADMINISTRATION OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE

Department: Community Development

Subject: Highlands Public Improvement District

Background: Section 372.006 of the Local Government Code states that “if a petition that complies with this subchapter is filed, the governing body of the municipality or county may make findings by resolution as to the advisability of the proposed improvement, its estimated cost, the method of assessment, and the apportionment of cost between the proposed improvement district and the municipality or county as a whole.”

The staff is of the opinion that the facts in the petition submitted by Von Schmidt Land and Cattle, LLC are true and that the petition complies with state law and the proposed improvements will promote the interests of the City of Liberty. According to the resolution, the City is not obligated to provide any funds to finance the proposed improvements.

If approved, the resolution must be published in a local newspaper and filed with the County Clerk.

Funding Source: N/A

Staff Recommendation: THAT THE CITY COUNCIL APPROVE A RESOLUTION AUTHORIZING AND CREATING THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Community Development
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING AND CREATING THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR MATTERS RELATED TO THE ADMINISTRATION OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Liberty, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on October 14, 2025, Von Schmidt Land and Cattle, LLC, a Texas limited liability company (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition to Establish The Highlands Public Improvement District” (the “Petition”) requesting the establishment of a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City, covering approximately 398.590 acres described in the Petition, and is more particularly described by metes and bounds in Exhibit “A” and depicted in Exhibit “B” (the “Property”) each attached hereto and incorporated herein for all purposes, to be known as The Highlands Public Improvement District (the “District”); and

WHEREAS, Petitioner represents they constitute (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 fifty percent (50%) of all record owners of property that are liable for assessment under the proposal in the Petition or (b) owns 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; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Petitioner estimates the cost of the proposed public improvements is \$112,000,000 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the City Council of Liberty, Texas (the “City Council”), City staff and the consultants of the City have investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing a notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, on November 13, 2025, the City Council opened a public hearing on the advisability of the improvements and services and, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

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

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- a. Advisability of the Authorized Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- b. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (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 (the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

- c. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$112,000,000.00 (including bond issuance and other financing costs). The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District. Unless otherwise agreed upon by the City, the City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the “Developer”) may be obligated for the costs of certain specified Authorized Improvements within the District. The City and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- d. District Boundaries. The District is proposed to include approximately 398.590 acres of land in the corporate limits and extraterritorial jurisdiction of the City, as more particularly described in Exhibit “A” attached hereto, and as depicted in Exhibit “B” attached hereto.
- e. 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 whole or in part at any time (including interest and principal) and certain assessments may be paid in annual installments (including interest and principal). 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 incurred to pay the costs of those Authorized Improvements (including interest). The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.
- f. Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. No City property in the District shall be assessed and the City will pay none of the costs of the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on the property within

the District and from other funds, if any, available to the District and the Developer. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- g. Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall carry out all or part of the responsibilities of managing the District, including the day-to-day management and administration of the District.
- h. Advisory Body. The District shall be managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Highlands Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to be made in accordance with the service and assessment plan for The Highlands Public Improvement District to be approved by City Council at a future meeting.

SECTION 5. The District can be terminated as provided by law. Subject to the last sentence of this Section 5, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease, and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Liberty and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8. The City Secretary is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Liberty County, Texas on or before the seventh day after the passage of this Resolution.

SECTION 9. 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 10. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[Signature page follows]

PASSED AND ADOPTED by the City Council of Liberty, Texas, at a regular meeting on the 13th day of November 2025, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

THENCE South $01^{\circ}57'12''$ 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 $87^{\circ}25'29''$ 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 $87^{\circ}03'56''$ 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 $01^{\circ}57'12''$ 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 $76^{\circ}56'44''$ West, along said Abbott Creek, a distance of 202.18 feet to a point for corner;

THENCE South $78^{\circ}02'00''$ West, along said Abbott Creek, a distance of 118.73 feet to a point for corner;

THENCE North $82^{\circ}36'59''$ West, along said Abbott Creek, a distance of 41.85 feet to a point for corner;

THENCE South $89^{\circ}46'33''$ West, along said Abbott Creek, a distance of 214.22 feet to a point for corner;

THENCE North $72^{\circ}22'13''$ West, along said Abbott Creek, a distance of 82.75 feet to a point for corner;

THENCE South $72^{\circ}44'12''$ West, along said Abbott Creek, a distance of 39.41 feet to a point for corner;

THENCE South $64^{\circ}51'16''$ West, along said Abbott Creek, a distance of 93.75 feet to a point for corner;

THENCE South $81^{\circ}08'27''$ West, along said Abbott Creek, a distance of 106.50 feet to a point for corner;

THENCE North $88^{\circ}56'45''$ West, along said Abbott Creek, a distance of 100.42 feet to a point for corner;

THENCE South $83^{\circ}29'44''$ West, along said Abbott Creek, a distance of 117.96 feet to a point for corner;

THENCE North $86^{\circ}12'35''$ West, along said Abbott Creek, a distance of 53.25 feet to a point for corner;

THENCE South $70^{\circ}35'54''$ 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.

Darrel Heidrich

06/16/2025

Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



EXHIBIT "B"
PROPERTY DEPICTION

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS; APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE DEVELOPER OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO

Department: Community Development

Subject: Highlands Public Improvement District

Background: Von Schmidt Land and Cattle, LLC is the developer behind the proposed subdivision located within the Highlands Public Improvement District (PID). The creation and operation of the Highlands PID will require the city to hire various consultants to help with its administration. These consultants may include the City Attorney, Financial Advisors, Bond Council, a Bond Issuer, a PID Administrator and others. Because the PID is a benefit to the developer, the developer will be responsible for paying the fees of the consultants, although the consultants will be hired by and represent the City.

The Professional Services Agreement with Von Schmidt Land and Cattle, LLC requires them to make an initial escrow deposit of \$40,000 to be used toward the payment of costs incurred for professional services of various consultants used for the Highlands PID.

Funding Source: Von Schmidt Land and Cattle, LLC

Staff Recommendation: THAT THE CITY COUNCIL APPROVE A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT AND RESOLVING OTHER MATTERS RELATED THERETO.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Community Development
Category: Resolution

Resolution

CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS; APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND THE DEVELOPER OF THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, on October 14, 2025, the City Council (the “City Council”) of the City of Liberty, Texas (the “City”) adopted a resolution accepting a petition for the creation of The Highland Public Improvement District (the “District”) and calling a public hearing to consider the creation of the District, in accordance with Chapter 372, Texas Local Government Code, as amended (the “Act”); and

WHEREAS, the City desires to approve the “Professional Services Agreement” (the “Professional Services Agreement”) between the City and Von Schmidt Land and Cattle, LLC, a Texas limited liability company (the “Developer”); and

WHEREAS, the Professional Services Agreement defines the terms and conditions under which moneys may be advanced by the Developer of property within the District for the purposes of reimbursing certain expenses incurred by the City relating to the levy of assessments and potential issuance of bonds by the City which are secured by assessments levied against certain property within the District.

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

SECTION 1. THAT the findings and premises contained in the recitals above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. THAT a Professional Services Agreement substantially in the form attached hereto as **Exhibit A**, is approved and the Mayor, City Manager, or designee is authorized to execute such Professional Services Agreement on behalf of the City.

SECTION 3. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank]

ADOPTED, PASSED, AND APPROVED on this the 13th day of November 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 13th day of November, 2025 (the “Effective Date”), is made and entered into by and between the City of Liberty, Texas (the “City”) and Von Schmidt Land and Cattle, LLC, a Texas limited liability company (the “Developer”), herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Developer or affiliates of the Developer desire to develop land in the corporate limits and the extraterritorial jurisdiction of the City as further described in Exhibit A hereto (the “Property”);

WHEREAS, the Parties have determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act (“PID Act”); and

WHEREAS, the Developer desires to develop the Property and has caused a petition to be filed with the City related to the development of the Property for The Highlands Public Improvement District (“PID”) under the PID Act and the PID was created by the City; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID review process until final completion of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees, and fees for the administrative time of the City staff, but excluding costs directly related to the issuance of the bonds and paid for from proceeds of any bonds; and

WHEREAS, the Developer hereby agrees to pay for reasonable and necessary professional services provided by the consultants listed on Exhibit B and by additional consultants approved in writing by the Developer (collectively, the “City Consultants”).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. At the time the City created the PID, pursuant to the PID Act, the Developer deposited with the City \$15,000.00 (the “Initial Deposit”) for payment of City Expenses necessary to conduct the review and creation of the PID request, the PID review process and other expenses incurred prior to, but in connection with, any assessment levy:

- (a) The City agrees to hold all Developer's contributions in a separate fund

maintained by the City which may only be used for City Expenses related to the PID.

- (b) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses incurred for the PID and any unused portion of the amount deposited shall be returned to the Developer within thirty (30) days of the City's payment of the final invoice.
- (c) Upon request, the City will submit copies of all monthly invoices to the Developer showing amounts paid for City Expenses for any City Consultant fees that are consistent with Exhibit B. The City may redact any information covered by attorney/client privilege, work product doctrine, or other information allowed to be kept confidential under the Texas Public Information Act.
- (d) After any monthly City Consultant fees have been paid as City Expenses, the City Consultants shall not be paid for the same City Expenses through any additional invoices or through PID bond proceeds.
- (e) Notwithstanding anything to the contrary, City Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to City Consultants, at Developer's option, through PID bond proceeds.
- (f) The Developer may be reimbursed from proceeds of bonds issued in connection with the PIDs created by the Commissioners Court containing all or a portion of the Property, if any, for City Consultant fees paid in accordance with this Agreement and the PID Act.
- (g) The Developer agrees that in the event the fund described in Section 1(a) for City Expenses balance falls below \$5,000.00 and upon written notice from the City, then Developer shall remit an additional amount of not less than \$10,000.00 within five (5) business days of receipt of such notice.
- (h) In the event the balance for City Expenses is exhausted, upon written notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.
- (i) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional City Expenses in connection with the PID.

Failure of the Developer to meet its obligations under this Section 1 may result in the suspension of any active development permits until such obligations are cured, or revocation of active development permits if the obligation is not cured within twenty-one (21) days after the City's delivery to the Developer of written notice of failure to meet such obligations. In the event that Developer fails to meet the obligations under this Section 1, Developer's lender may make the payment to the City to cure.

2. No Obligation regarding PID. The Developer acknowledges that the City has no obligation to include any specific items in PID plans or budgets, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer, and this Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City Council of the City has adopted an ordinance levying assessments within the PID for the first phase of the development on the Property, provided that any additional City Expenses incurred by the City for the consultants work on the PID that would not or could not be paid from the proceeds of subsequent series of PID bonds shall continue to be the responsibility of the Developer pursuant to this Agreement, in which event this Agreement shall terminate when all such additional City Expenses have been paid by the Developer. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City Expenses incurred as of termination shall be returned to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement, and any exhibit hereto, may only be amended, altered or revoked by written instrument executed by the Parties.

6. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: Bryan Kendrick
 City Manager
 1829 Sam Houston Street
 Liberty, Texas 77575

With a copy to: Attn: Stephanie Leibe
 Norton Rose Fulbright US LLP
 98 San Jacinto Blvd., Suite 1100

Austin, Texas 78701

To the Developer: Attn: Charles Von Schmidt
Von Schmidt Land and Cattle, LLC
185 Cedar Point Dr
Livingston, Texas 77351

With a copy to: Attn: Timothy G. Green
Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Liberty County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

13. Verifications of Statutory Representations and Covenants. The Developer makes the following representations and covenants pursuant to Chapter 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this

Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under the common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. Section 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

CITY OF LIBERTY, TEXAS

By _____

Name: Bryan Kendrick
Title: City Manager

DEVELOPER

Von Schmidt Land and Cattle, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY METES AND BOUNDS

Legal Description of the District

THENCE South $01^{\circ}57'12''$ 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 $87^{\circ}25'29''$ 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 $87^{\circ}03'56''$ 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 $01^{\circ}57'12''$ 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 $76^{\circ}56'44''$ West, along said Abbott Creek, a distance of 202.18 feet to a point for corner;

THENCE South $78^{\circ}02'00''$ West, along said Abbott Creek, a distance of 118.73 feet to a point for corner;

THENCE North $82^{\circ}36'59''$ West, along said Abbott Creek, a distance of 41.85 feet to a point for corner;

THENCE South $89^{\circ}46'33''$ West, along said Abbott Creek, a distance of 214.22 feet to a point for corner;

THENCE North $72^{\circ}22'13''$ West, along said Abbott Creek, a distance of 82.75 feet to a point for corner;

THENCE South $72^{\circ}44'12''$ West, along said Abbott Creek, a distance of 39.41 feet to a point for corner;

THENCE South $64^{\circ}51'16''$ West, along said Abbott Creek, a distance of 93.75 feet to a point for corner;

THENCE South $81^{\circ}08'27''$ West, along said Abbott Creek, a distance of 106.50 feet to a point for corner;

THENCE North $88^{\circ}56'45''$ West, along said Abbott Creek, a distance of 100.42 feet to a point for corner;

THENCE South $83^{\circ}29'44''$ West, along said Abbott Creek, a distance of 117.96 feet to a point for corner;

THENCE North $86^{\circ}12'35''$ West, along said Abbott Creek, a distance of 53.25 feet to a point for corner;

THENCE South $70^{\circ}35'54''$ 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.

Darrel Heidrich

06/16/2025

Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



EXHIBIT B

CITY CONSULTANTS

PID Application Expenses ⁽¹⁾	
Budget item	Cost Estimate
P3Works (PID Administrator)	20,000
City of Liberty	5,000
Olson & Olson, LLP (City Attorney)	10,000
RBC Capital Markets, LLC (Financial Advisor)	15,000
Norton Rose Fulbright (Bond Counsel)	15,000
Total	\$65,000

(1) Estimated, subject to change for purposes of PID creation and the levy of assessments for the PID. Does not include additional costs associated with the issuance of bonds, which would be paid from a separate budget for bond issuance costs and reimbursed from bond proceeds.

EXHIBIT B

CITY CONSULTANTS

PID Application Expenses ⁽¹⁾	
Budget item	Cost Estimate
P3Works (PID Administrator)	20,000
City of Liberty	5,000
Olson & Olson, LLP (City Attorney)	10,000
RBC Capital Markets, LLC (Financial Advisor)	15,000
Norton Rose Fulbright (Bond Counsel)	15,000
Total	\$65,000

(1) Estimated, subject to change for purposes of PID creation and the levy of assessments for the PID. Does not include additional costs associated with the issuance of bonds, which would be paid from a separate budget for bond issuance costs and reimbursed from bond proceeds.

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH P3WORKS, LLC TO SERVE AS THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATOR FOR HIGHLANDS PID.

Department: Community Development

Subject: Highlands Public Improvement District

Background: A PID Administrator is responsible for overseeing and administering the daily operation of a PID by making sure the city complies with Chapter 372 of the Local Government Code and Chapter 311 of the Tax Code. The PID Administrator will also prepare a Service and Assessment Plan (SAP) for the PID, assist with bond issuance, attend City Council meetings as needed, and provide other services related to the daily operation of the PID.

The city proposes to hire a 3rd party to serve as PID Administrator of the Highlands PID. P3 Works, LLC is a highly regarded PID Administration firm and has successfully performed this type of work throughout the State. The initial costs for P3 will be paid out of the developer's deposit account and the ongoing costs will be paid by the PID assessment. P3 Works is the PID Administrator for the Liberty Ranch PID.

Funding Source: Waterstone Development Group, LLC and PID Assessment

Staff Recommendation: Staff recommends approval of the resolution authorizing the negotiation and execution of an agreement with P3Works, LLC., to serve as the Public Improvement District (PID) Administrator for the Highlands PID.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Community Development
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH P3WORKS, LLC TO SERVE AS THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATOR FOR HIGHLANDS PID.

WHEREAS, Waterstone Development Group, LLC is the developer behind the proposed subdivision located within the Highlands Public Improvement District; and

WHEREAS, the City Council has voted to create the Highlands Public Improvement District in order to promote new develop within the City of Liberty; and

WHEREAS, a PID Administrator is responsible for overseeing and administering the daily operation of a PID by making sure the city complies with Chapter 372 of the Local Government Code and Chapter 311 of the Tax Code; and

WHEREAS, the PID administrator will also prepare a Service and Assessment Plan (SAP) for the PID, assist with bond issuance, attend City Council meetings as needed, and provide other services related to the daily operation of the PID; and

WHEREAS, the City Council finds that it would be beneficial to hire P3Works, LLC to serve as the PID Administrator for the Highlands Public Improvement District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the hiring of P3Works, LLC to serve as the PID Administrator for the Highlands PID and approves the agreement with P3Works, LLC attached hereto as Exhibit "A." Additionally, the City Council authorizes the City Manager to negotiate and make any additional changes to the agreement deemed necessary by the City Manager and execute same.

PASSED AND APPROVED this ____ day of November 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this _____ day of _____, 2025, by and between P3Works, LLC ("P3Works"), and the City of Liberty, Texas ("City").

RECITALS

WHEREAS, the City Council adopted Resolution No. _____ on _____, 202_, approving and authorizing the creation of The Highlands Public Improvement District No. __ ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties, shall be for a period of three (3) years, and shall automatically continue on a year-to-year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit "A", which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees, agents or representatives are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit "A".

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit "A". Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed under the rates provided in Exhibit "A". City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 P3Works agrees the only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. It is expressly agreed and understood the City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. The City has entered into a Professional Services Reimbursement Agreement with the developer or landowner to fund an escrow, from which the City will pay for services until District funds shall be used. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer. However, if the developer or landowner does not fund or replenish the funds under the Professional Services Reimbursement Agreement, then at P3Works' discretion and in accordance with such Agreement, work will cease until such time as the escrow is funded and past due invoices are paid.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date

of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

INDEMNIFICATION

5.0 GENERAL INDEMNIFICATION – P3WORKS HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO P3WORKS’ BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

ARTICLE VI

GENERAL PROVISIONS

6.0 This Agreement supersedes any and all agreements, including any Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.1 Forum Selection and Severability - This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue for any dispute brought for this Agreement shall be in Tarrant County, Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

6.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City, which shall not be unreasonably withheld.

6.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules. Therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City’s website, and then will provide to the City an IRMA Exemption Acceptance Letter in the general form attached as Exhibit “B” upon execution of the Agreement.

6.4 Independent contractor. It is expressly understood and agreed that P3Works shall operate as an independent consultant as to all rights and privileges granted herein, and not as agent, representative, or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, P3Works shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. P3Works acknowledges that the doctrine of

respondent superior shall not apply as between the City, its officers, agents, servants and employees, and P3Works, its officers, agents, employees, servants, consultants and subcontractors. P3Works further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and P3Works. Neither P3Works nor any of P3Works' employees or agents, shall be entitled to any benefits accorded to City's employees, including without limitation, worker's compensation, disability insurance, vacation, or sick pay.

6.5 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

6.6 Upon acceptance or approval by City, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to City, in hard copy and digital format for City use only. All digital data which contains algorithms, formulas, methodologies, and related content provided to the City by P3Works shall remain the property of P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

6.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information. "Confidential Information" means all information that meets one or more of the following three conditions: (i) it has not been made available generally to the public either by P3Works, or by a third party with P3Works' consent, (ii) it is useful or of value to the P3Works's current or anticipated business or research and development activities, or those of a customer or supplier of P3Works, or (iii) it either has been identified as confidential to the City by P3Works (orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosure only. Confidential Information may include without limitation, technical, engineering, scientific, financial and commercial information, designs, inventions, copyright material, know-how, ideas, studies, findings, conclusions, data, samples, drawings, plans, charts, graphs, financial models, photographs, reports, letters, specifications, manuals, tables, formulae, formulations, spreadsheets, processes, operating and testing procedures, customer lists and pricing information. All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be the property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

6.8 No deliverables or other information (including information given by City to P3Works to assist P3Works' performance under this Agreement) developed by, given to, prepared by or assembled under this Agreement shall be disclosed or made available to any third-party individual or organization that is not engaged to work on this project on behalf of the City by P3Works without the express prior written approval of the City.

6.9 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.10 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

6.11 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
President and Founder
P3Works, LLC
9284 Huntington Square
North Richland Hills, Texas 76182

To City:

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

6.12 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

6.13 By executing this Agreement, P3Works verifies it (i) does not boycott Israel (in accordance with Chapter 2272 of the Texas Government Code) and will not during the term of this Agreement, (ii) does not engage in business with Iran, Sudan or any company on the list referenced in Section 2252.152 of the Texas Government Code; (iii) does not boycott energy companies and will not during the term of this Agreement per Section 2274.002 of the Texas Government Code; and (iv) does not have a practice, policy, guidance or directive in this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement.

6.14 Counterparts. This Contract may be executed in two or more counterparts (including fax, email or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

6.15 Sovereign Immunity. The Parties agree neither the execution of this Agreement by the City nor another conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by the City.

[Remainder of page intentionally left blank]

Executed on this _____ day of _____, 2025:

P3Works, LLC

BY: _____
Mary V. Petty
President and Founder

City of Liberty

BY: _____
Bryan Kendrick
City Manager

[Remainder of page intentionally left blank]

EXHIBIT A
SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
<i>Senior Manager, Senior Project Manager</i>	<i>\$250</i>
<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the City's Financial Advisor review a plan of finance for the proposed transaction, including:
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives,
3. Identify areas of risk with the City's Financial Advisor and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of the Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond

- indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit the final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide an annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In addition, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$10,000 One Time Lump Sum Fee

1. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
2. Prepare written summary of all City administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.

5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>President</i>	<i>\$350</i>
<i>Vice President</i>	<i>\$325</i>
<i>Director, Regional Director</i>	<i>\$300</i>
<i>Senior Manager, Senior Project Manager</i>	<i>\$250</i>
<i>Manager, Project Manager</i>	<i>\$225</i>
<i>Senior Analyst</i>	<i>\$200</i>
<i>Analyst II</i>	<i>\$175</i>
<i>Analyst I</i>	<i>\$150</i>
<i>Administrative</i>	<i>\$125</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement, including Seller's Disclosures.
3. Upon notification by any responsible party, or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and

encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area.
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

EXHIBIT B
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
North Richland Hills,
Texas 76182

Mary V. Petty
President and Founder
+1.817.393.0353 Phone
Contracts@P3-Works.com

[Date]

City Manager: Bryan Kendrick
1829 Sam Houston Street
Liberty, Texas 77575

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20__, that the City of ____ (the "City") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
President and Founder
P3Works, LLC

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$18,116.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG DISASTER RECOVERY (CDBG-DR) PROGRAM CONTRACT NO. 24-067-026-E213 WITH THE TEXAS GENERAL LAND OFFICE.

Department: Administration

Subject: Minglewood Sewer/Water line project

Background: The Resolution formally documents the commitment of additional local funds required to cover the environmental special studies.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$18,116.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG DISASTER RECOVERY (CDBG-DR) PROGRAM CONTRACT NO. 24-067-026-E213 WITH THE TEXAS GENERAL LAND OFFICE.

WHEREAS, The City of Liberty has entered into Contract No. 24-067-026-E213 with the Texas General Land Office (GLO) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program for the purpose of undertaking necessary mitigation activities; and

WHEREAS, the City recognizes the need to allocate additional local funds to the project to ensure its successful completion and to maximize the benefits to the community; and

WHEREAS, the City is committed to providing the necessary financial resources to supplement the existing budget for the CDBG-DR19 program in order to meet its objectives and timelines; and

WHEREAS, the Council of the City of Liberty has determined that it is in the best interest of the City and its residents to allocate \$18,116.00 additional local funds to the environmental budget;

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

1. That the CDBG-DR Contract allocated grant budget is **\$1,000,000.00**.
2. That the allocated grant contained a local contribution in the amount of **\$1,700,000.00** to be allocated by the City of Liberty through their CDBG-DR allocation.
3. That the city hereby authorizes the allocation of **\$18,116.00** in local funds for additional environmental budget activity to the CDBG-DR Contract No. 24-067-033-E221.
4. That the new total program cost is **\$2,718,116.00** to include construction, engineering, environmental and administration services.
5. That the Mayor, or the duly authorized representative, is hereby authorized to take all necessary actions to amend the contract and allocate the additional funds as specified.
6. That the 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: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$15,376.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG MIT (CDBG-MIT) PROGRAM CONTRACT NO. 24-065-067-E598 WITH THE TEXAS GENERAL LAND OFFICE.

Department: Administration

Subject: Liberty Water Plant Project

Background: The Resolution formally documents the commitment of additional local funds required to cover the environmental special studies.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE ALLOCATION of \$15,376.00 ADDITIONAL LOCAL FUNDS TO THE COUNTY'S CDBG MIT (CDBG-MIT) PROGRAM CONTRACT NO. 24-065-067-E598 WITH THE TEXAS GENERAL LAND OFFICE.

WHEREAS, The City of Liberty has entered into Contract No. 24-065-067-E598 with the Texas General Land Office (GLO) under the Community Development Block Grant – Disaster Recovery (CDBG-MIT) program for the purpose of undertaking necessary mitigation activities; and

WHEREAS, the City recognizes the need to allocate additional local funds to the project to ensure its successful completion and to maximize the benefits to the community; and

WHEREAS, the City is committed to providing the necessary financial resources to supplement the existing budget for the CDBG-MIT program in order to meet its objectives and timelines; and

WHEREAS, the Council of the City of Liberty has determined that it is in the best interest of the City and its residents to allocate \$ additional local funds to the environmental budget;

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

1. That the CDBG-MIT Contract allocated grant budget is **\$2,684,300.00**.
2. That the allocated grant contained a local contribution in the amount of **\$7,463,700.00** to be allocated by the City of Liberty through their CDBG-MIT allocation.
3. That the city hereby authorizes the allocation of **\$15,376.00** in local funds for additional environmental budget activity to the CDBG-DR Contract No. 24-065-067-E221.
4. That the new total program cost is **\$10,163,376.00** to include construction, engineering, environmental and administration services.
5. That the Mayor, or the duly authorized representative, is hereby authorized to take all necessary actions to amend the contract and allocate the additional funds as specified.
6. That the 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: November 13, 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, VOTING FOR PERSONS NOMINATED FOR THE LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Department: Administration

Subject: LCCAD BOARD OF DIRECTORS VOTE

Background: Attached is a copy of the official ballot for the Liberty County Central Appraisal Board of Directors.

Per the property tax code, ALL nominees are included on the ballot. However, two (2) nominees (Charles Bolds & Mark Herndon) ARE ALREADY SERVING a current term. The other two (2) nominees (Jimmy Rollins & Mark Sjolander) are up for reelection.

You must cast your votes for one candidate or distribute the votes among any number of candidates, but you must cast your votes for persons nominated on the ballot. There is no provision for write-in votes.

The City of Liberty voting entitlement is 136.

The ballots and resolution need to be returned by the statutory deadline of December 15, 2025.

Funding Source: N/A

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Action Item

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, VOTING FOR PERSONS NOMINATED FOR THE LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Whereas, the City of Liberty is a voting taxing unit in the Liberty County Central Appraisal District; and

Whereas, it is the intent of this voting Taxing Unit to cast its votes for the position of Director of the Liberty County Central Appraisal District Board for a four (4) year term, for the 2026-2029 term;

Therefore, be it resolved that the City of Liberty Council cast its votes as follows:

Nominees

Votes

Bolds, Charles (already serving terms expires 2027)
Herndon, Mark (already serving terms expires 2027)
Rollins, Jimmy (up for re-election)
Sjolander, Mark (up for re-election)

Note: Return the ballot and resolution to the Chief Administrator by December 15, 2025.

Approved this the _____ Day of November 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

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

DATE: October 20, 2025
TO: City of Liberty
FROM: Liberty County Central Appraisal District
RE: Board of Directors Election- Various Terms

VOTING ENTITLEMENT - 136

Attached please find a copy of the official ballot in resolution form with nominees listed in alphabetical order.

Per the property tax code, ALL nominees are included on the ballot, however, two (2) nominees (Charles Bolds & Mark Herndon) ARE ALREADY SERVING a current term. The other two (2) nominees (Jimmy Rollins & Mark Sjolander) are up for re-election.

You must cast your votes for one candidate or distribute the votes among any number of candidates, but you must cast your votes for persons nominated on the ballot. There is no provision for write-in votes.

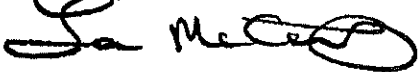
Please return your ballot and resolution by the statutory deadline of December 15, 2025, to:

**Liberty County Central Appraisal District
Attn: Lana McCarty, Chief Administrator
P.O. Box 10016
Liberty, Texas 77575**

Votes received after the statutory deadline will not be counted.

Should you have any questions concerning this election, please feel free to contact me.

Sincerely,



Lana McCarty J.D., R.P.A., R.T.A.
Chief Administrator

TIMETABLE FOR ELECTION OF BOARD OF DIRECTORS LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

September 30, 2025

-Chief Appraiser must notify each taxing unit of the number of votes it may cast and deliver to the following:

- County Judge and each Commissioner
- Mayor and City Manager of each city
- School Board President and Superintendent for each school

October 15, 2025

-Each of these voting taxing units nominates by Resolution, one candidate for each of the positions and submits their nominations to the Chief Administrator.

October 30, 2025

-The Chief Administrator prepares a ballot listing the candidates alphabetically and delivers ballot to each voting taxing unit.

December 15, 2025

-Each voting unit casts its vote by written resolution and submits it to the Chief Administrator by this date.

December 31, 2025

-Chief Administrator must count votes, declare winners and notify all taxing units of results by this date.

January 1, 2026

-Directors begin their two-year term of office.

NOTE: If any of the above deadlines fall on a holiday or weekend, the deadline will be the next working day.

RESOLUTION

Whereas, _____ is a voting taxing unit in the Liberty County Central Appraisal District; and

Whereas, it is the intent of this voting Taxing Unit to cast its votes for the position of Director of the Liberty County Central Appraisal District Board to a (4) four year term, for 2026-2029 term;

Therefore, be it resolved, that the _____ cast its votes as follows:

Nominees

Votes

Bolds, Charles (already serving – term expires 2027)

Herndon, Mark (already serving – term expires 2027)

Rollins, Jimmy (up for re-election)

Sjolander, Mark (up for re-election)

NOTE: Return ballot and resolution to Chief Administrator by December 15, 2025.

Approved this the _____ day of _____, 2025.

TITLE

ATTEST:

TITLE

**LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
2025 VOTE ENTITLEMENT CALCULATION FOR CAD DIRECTORS
FOR 2026 APPOINTMENTS**

VOTING TAXING UNITS	2024 TAX LEVY	%	# OF VOTES
LIBERTY COUNTY	\$ 59,891,001	0.3192	1,594
CLEVELAND ISD	\$ 41,575,170	0.2216	1,108
DAYTON ISD	\$ 32,791,982	0.1747	874
DEVERS ISD	\$ 1,806,562	0.0096	48
HARDIN ISD	\$ 6,506,044	0.0347	173
HULL DAISSETTA ISD	\$ 2,616,151	0.0139	70
LIBERTY ISD	\$ 11,729,976	0.0625	313
TARKINGTON ISD	\$ 9,525,058	0.0508	254
CITY OF AMES	\$ 361,520	0.0019	10
CITY OF CLEVELAND	\$ 5,848,384	0.0312	156
CITY OF DAISSETTA	\$ 242,545	0.0013	6
CITY OF DAYTON	\$ 9,143,832	0.0487	244
CITY OF DAYTON LAKES	\$ 17,857	0.0001	-
CITY OF DEVERS	\$ 63,391	0.0003	2
CITY OF HARDIN	\$ 198,577	0.0011	5
CITY OF LIBERTY	\$ 5,088,455	0.0271	136
CITY OF MONT BELVIEU	\$ 18,881	0.0001	1
CITY OF PLUM GROVE	\$ 227,112	0.0012	6
TOTAL	\$ 187,652,498		5,000

NOTE: 2024 levy as of 7/7/2025 Supplement 23

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIBERTY FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF LIBERTY AND PROVIDING AN EFFECTIVE DATE.

Department: Administration

Subject: Municipal Maintenance Agreement

Background: Municipal Maintenance Agreement between TxDOT and the City of Liberty.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIBERTY FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF LIBERTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Liberty City Council desires to engage with the State of Texas through the Texas Department of Transportation (TxDOT); and

WHEREAS, the City of Liberty City Council finds it to be in the public interest to authorize the City Manager to sign a Multiple-Use Agreement with TxDOT.

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

Section 1: The facts and recitations set forth in this agreement are hereby found to be true and correct.

Section 2: Whereas the City Council of the City of Liberty designates the City Manager as the authorized city official to act in all manners in connection with the Municipal Maintenance Agreement.

Section 3: This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED on this _____ day of November 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708-1701 | 409.892.7311 | WWW.TXDOT.GOV

October 8, 2025

The Honorable John Hebert, Jr.
Mayor, City of Liberty
1829 Sam Houston Street
Liberty, Texas 77575

SENT VIA EMAIL

RE: MUNICIPAL MAINTENANCE AGREEMENT

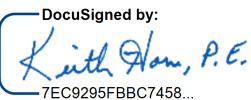
Dear Mayor Hebert:

Jurisdiction of highways, streets, or roads within an incorporated city rests with the governing body of the incorporated city except those declared as controlled access highways by the Texas Transportation Commission, according to Transportation Code §203.003. It is necessary for the Texas Department of Transportation (TxDOT) to enter into a Municipal Maintenance Agreement (MMA) with each incorporated city for authority to construct, reconstruct, maintain, control, supervise, and regulate the designated highways within the city's limits and to establish the responsibilities of TxDOT and the city, in accordance with §221.002 and Minute Order 58588.

Due to some slight revisions for clarification purposes in the MMA and the recent 2020 census count, we are asking that a new agreement be executed. The MMA is attached, including exhibits listing the state-maintained highways in your city and a sample resolution (or ordinance if applicable) needed from the city. Please review the exhibits for any changes to your city limits and contact Adria Stephen, Beaumont District Maintenance, at 409-201-1197 with any revisions. If the exhibits are correct, then please sign the agreement and supporting documentation and return by email to Adria.Stephen@TxDOT.gov. Once the MMA is fully executed, we will email you a final copy for your records.

If you have any questions about the agreement, please feel free to contact Roberto Rodriguez, Liberty Area Engineer, at 936-336-2244.

Sincerely,

DocuSigned by:

7EC9295FBBC7458...

Keith Horn, P.E.
Director of Maintenance
Beaumont District

Enclosure

cc: Roberto Rodriguez, P.E.

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____, 2025, by and between the **State of Texas** through the Texas Department of Transportation ("State"), and the **City of Liberty** (population 8,279 in 2020, latest Federal Census), acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State highways within the City:
 - A. Non-Controlled Access Highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State Highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable, and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1.** All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2.** Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon thirty (30) days written notice.
- 3.** Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

CITY OF LIBERTY

Signature

Name

Title

Date

STATE OF TEXAS

TxDOT District Engineer

Ana Mijares, P.E.

Name

Date



EXHIBIT A **Non-Controlled Access Highways** **City of Liberty, Texas**

**State
Maintained:**



**City
Maintained:**
NONE

US 90	From the west Liberty city limits east to the east Liberty city limits
SH 146	From the north Liberty city limits south to the junction with US 90
SL 227	From the junction with SH 146 south to the junction with US 90
FM 160	From the west city limits east to the junction with FM 2830
FM 563	From the junction with US 90 south to the south Liberty city limits
FM 1011	From the north Liberty city limits south to the junction with SH 146
FM 2684	From the junction with US 90 south to the end of State maintenance
FM 2830	From the northeast Liberty city limits south to the junction with FM 160
FM 3361	From the beginning of State maintenance at the junction with Navigation Street east to the junction with FM 2684

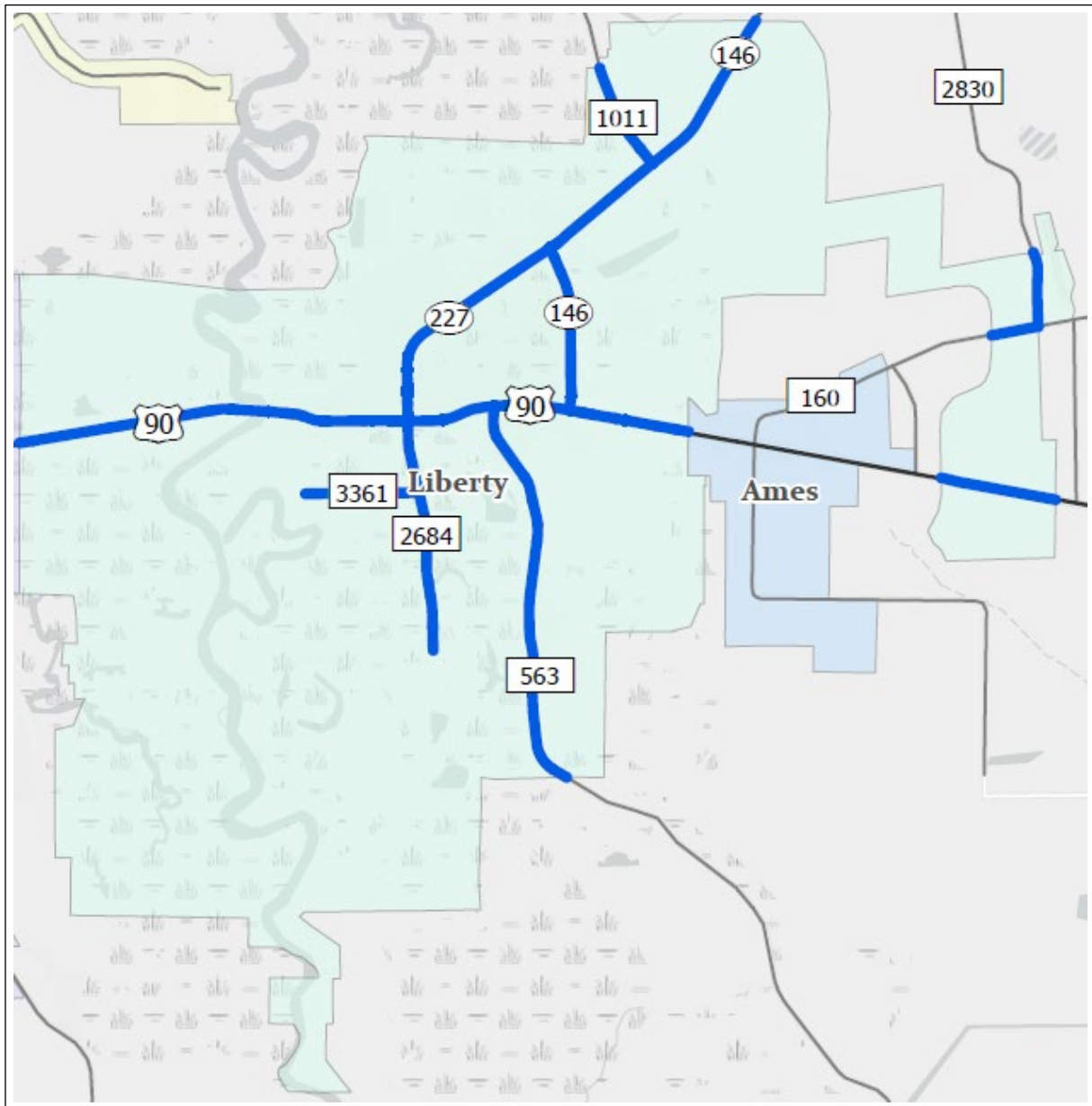




EXHIBIT B
Controlled Access Highways
City of Liberty, Texas

N O N E (Not Applicable)



EXHIBIT C

Resolution

City of Liberty, Texas

[Completed and signed copy of the city's Resolution will be placed here as Exhibit C]



EXHIBIT D

Highway Lighting Systems

City of Liberty, Texas

N O N E (Not Applicable)

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

Department: Administration

Subject: Flock Camera installation

Background: As part of the Flock camera roll out we need permission from TXDOT to put the cameras in the right of way.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Liberty City Council has determined that the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the Liberty Police Department in its crime prevention efforts and strategies; and

WHEREAS, the City of Liberty City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR cameras in the TxDOT right-of-way on behalf of the City of Liberty and the Liberty Police Department; and

WHEREAS, the City of Liberty City Council finds it to be in the public interest to authorize the Police Chief to sign a Multiple-Use Agreement with TxDOT.

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

Section 1. The City Council hereby authorizes the Police Chief to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR cameras in the TxDOT right-of-way.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this ____ day of October 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF Liberty §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement "Agreement", date), allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as "**TxDOT**", and the **Liberty Police Department**, hereinafter referred to as "**LPD**", and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras "LPR cameras" within the highway right of way.

_____ agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. ___LPD_____ certifies that it has completed TxDPS's verification process by providing all necessary information required for TxDPS to verify whether _____ has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. ___LPD_____ further certifies that TxDPS has provided ___LPD_____ with a validation letter verifying and approving the ___LPD_____ 's use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The ___LPD_____ shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. "TxDPS LPR System" shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. "LPR data" shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by ___LPD_____. In the event ___LPD_____ 's LPR cameras are made part of TxDPS's LPR System "LPR data" shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by ___LPD_____, or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. ___LPD___ shall comply with the terms and conditions of this Supplemental Agreement.
2. ___LPD___ shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. ___LPD___ shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. ___LPD___ acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of ___LPD___.

D. RESPONSIBILITY

1. ___LPD___ acknowledges that TxDOT does not have access to any LPR data. ___LPD___ acknowledges and agrees that ___LPD___ is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. ___LPD___ acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

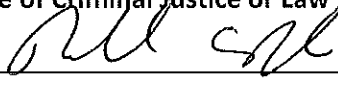
By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

(Name of Criminal Justice or Law Enforcement Agency)

By: 

Title: Chief of Police

Printed Name: Rick Ashe

Date: 10-22-25

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION TO PARTIALLY FUND THE CITY'S WAYFINDING ASSESSMENT AND CITY BRANDING PROGRAM WITH MERJE DESIGN IN THE AMOUNT OF \$8,900.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Department: Administration

Subject: Wayfinding Assessment and City Branding Program

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** with Hotel Occupancy Tax Funds (\$50,000) and LCDC Funds (8,900).

Staff Recommendation: Approval



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION TO PARTIALLY FUND THE CITY'S WAYFINDING ASSESSMENT AND CITY BRANDING PROGRAM WITH MERJE DESIGN IN THE AMOUNT OF \$8,900.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Liberty has identified the development of a cohesive community identity and improved navigation throughout the City as a strategic priority to support economic development, enhance civic pride, and promote consistent communication across City facilities and assets; and

WHEREAS, MERJE Design ("MERJE") is a nationally recognized design firm specializing in municipal wayfinding and branding programs, with extensive experience in Texas communities; and

WHEREAS, the proposed Wayfinding Assessment and City Branding Program will serve as Phase I of a multiphase initiative to establish unified design concepts, key destination identification, and a comprehensive visual identity for signage, vehicles, uniforms, facilities, and public communications; and

WHEREAS, the total combined project cost is \$58,900.00, to be funded with \$50,000.00 in Hotel Occupancy Tax funds and \$8,900.00 from the Liberty Community Development Corporation ("LCDC"); and

WHEREAS, the Board of Directors of the LCDC has considered and approved the expenditure of \$8,900.00 for this purpose and now requests the approval of the City Council.

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

1. That the City Council hereby approves the expenditure of \$8,900.00 by the Liberty Community Development Corporation to fund its portion of the Wayfinding Assessment and City Branding Program with MERJE Design.
2. 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

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION FOR THE TRANSFER OF \$35,000.00 TO THE AIRPORT FUND TO PROVIDE THE CITY'S LOCAL MATCH FOR THE AIRPORT LAYOUT PLAN PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Department: Community Development

Subject: Liberty Municipal Airport – Airport Layout Plan

Background: The City of Liberty intends to make certain improvements to the Liberty Municipal Airport and the general description of the project is described as an Airport Layout Plan. The City intends to request financial assistance from the Texas Department of Transportation for these improvements and total project costs are estimated to be \$350,000 and the City will be responsible for 10% of the total project costs currently estimated to be \$35,000.

The City 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.

This project will help with the future layout, planning and development for the airport. This project was listed in the Fiscal Year 2025 Community Development Capital Improvement Program that was approved in the August 20, 2024, meeting for \$50,000.

Funding Source: LCDC Fund Balance.

Staff Recommendation: Staff recommends the transfer of funds.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Community Development
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION FOR THE TRANSFER OF \$35,000.00 TO THE AIRPORT FUND TO PROVIDE THE CITY'S LOCAL MATCH FOR THE AIRPORT LAYOUT PLAN PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Liberty intends to undertake improvements to the Liberty Municipal Airport, including the development of an Airport Layout Plan, to support the future planning, layout, and development of the airport; and

WHEREAS, the total cost of the Airport Layout Plan Project is estimated at \$350,000.00, of which the City is responsible for ten percent (10%), currently estimated to be \$35,000.00; and

WHEREAS, the City intends to request financial assistance from the Texas Department of Transportation ("TxDOT") Aviation Division for the Airport Layout Plan Project, and has designated TxDOT as its agent for applying for, receiving, and disbursing funds, and for administering any necessary contracts; and

WHEREAS, the Airport Layout Plan Project was identified in the Fiscal Year 2025 Community Development Capital Improvement Program approved by the Liberty Community Development Corporation on August 20, 2024; and

WHEREAS, the Liberty Community Development Corporation ("LCDC") desires to fund the City's required local match in the amount of \$35,000.00 from its fund balance; and

WHEREAS, the Board of Directors of the LCDC has considered and approved the expenditure of \$35,000.00 for this purpose and now requests approval of the City Council.

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

1. That the City Council hereby approves the expenditure of \$35,000.00 by the Liberty Community Development Corporation to be transferred to the Airport Fund for the City's local match for the Airport Layout Plan Project.
2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 13th day of November, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING REPAIRS TO THE ELECTRICAL SYSTEM

Department: Administration

Subject: Electrical Improvements

Background: City staff will outline the proposed Fiscal Year 2025 - 2026 Capital Improvement Program for Electric. Once the materials arrive, it will take about six (6) months to complete.

Funding Source: n/a

Staff Recommendation: n/a



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/13/2025 6:30 PM

Department: Administration
Category: Action Item

Resolution

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING
UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING
REPAIRS TO THE ELECTRICAL SYSTEM**

WHEREAS, the City of Liberty currently owns and operates its own electric utility program;
and

WHEREAS, the City Council strives to maintain a stable electric utility system that best serves
its customers; and

WHEREAS, it has been recommended that the City make improvements to the electric system
including electric feeder ties from Beaumont 2 to Beaumont 3 and from Beaumont 2 to Liberty
2; and

WHEREAS, the City currently has a contract with Texas Elite for the provision of electric
services; and

WHEREAS, the City estimates that the total cost of said electric improvements including labor,
materials, and equipment should not exceed \$800,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas,
authorizes the City Manager to proceed with the electric system repairs outlined in Exhibit A for
an amount not to exceed \$800,000 total for labor, equipment, and materials.

PASSED AND APPROVED this ____ day of _____, 2025.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

C.O.L. FEEDER TIE

EXECUTION PLAN/JOB SCOPE

Detailed Scope of Work

- Replace existing conductor/neutral on Beaumont #2 and Beaumont #3 Feeders with new .336acsr conductor and 4/0acsr neutral. Approximately 5,000' linear foot of conductor is to be replaced.
- Replace/Install 20 tangent poles, replace/install 5 dead-end poles, and replace/install 15 anchors and down guys.
- Install 2 GOAB switches for feeder ties and system reliability.

Pre-Construction Requirements

- Submit 811 Dig tickets. Date T.B.D.
- Transport poles to WL's.
- Procure material needed for transportation to jobsite.

Bill Of Materials

- 15,000 feet-.336 acsr conductor
- 5,000 feet-4/0 acssr conductor
- 2 -GOAB Switches
- 25 -Poles-45' class 2
- 5-Poles-50' class 2
- 12- Dead-end arms
- 25- Tangent arms
- 15- triple-helix 12" swamp anchors
- 1,000 feet of 3/8" guy wire
- 30- #7 boxes (4/0-4/0)
- 30- #5 boxes (4/0-6cu)
- 75 -Y2-21 ampacts
- 100- 5/8" curve washers
- 100- 5/8" flat washers
- 3-250' spools #6cu (soft drawn)
- 75-14" machine bolts

- 20-fiberglass guy fish
- 100-pins and insulators
- 30-ridge pins
- 20-14" eye bolts
- 30-dead-end polymers
- 35-dead-end shoes

Scheduled Outage Summary

- Any scheduled outages will be communicated and approved by C.O.L. leadership and customers given at least 72 hours' notice.
- Here we can communicate any switching needed for safety reasons and # of customers affected by switching needs.

Third Party Requirements

- AWP Traffic Control
- 811 Dig locators

Execution Plan

1. Clear R.O.W. and trim vegetation for existing conductors to be spread and maintain safe clearances.
2. Replace poles, anchors as needed.
3. Spread existing conductors, install temporary jumpers and mechanical jumpers, install arm rollers for new conductor installation.
4. Install pulling rope utilizing bucket truck, handlines, and establish guard structures where needed.
5. Utilize tensioner to install new conductor, maintaining proper tension during wire pull, place designated observers at guard structures and vehicle thoroughfares. Maintain 100% communication amongst all workers to ensure safety and no damage to public property.
6. Sag conductor utilizing proper sag charts (use of dynamometer or sag markers, taking ambient temperature into account).

7. Post construction job inspection to be performed by general foreman and construction manager, checklist to be communicated to crew and customer. Post checklist will also be communicated.

BEAUMONT #2 TO BEAUMONT #3 TIE

September 12, 2025

OVERVIEW

1. Project background and description

This project is to tie Beaumont feeders #2 & #3 together creating a loop feed option to minimize outage numbers and length of outages.

2. Starting at Mizell Rd. & N. Main St.

This is a list of New (N) or Reframe (RF) poles that will need to be set to create a new extension of Beaumont feeder #2 to create the loop.

- 1.) Set up wire trailer along with tensioner
- 2.) Corner pole at Mizell & N. Main needs new pole and reframed for a Tangent and dead-end. 1 fiberglass dead end arm, 1 8ft wood arm, 6 insulators with pins, 3 in line insulators w/ dead-end shoes, 6 336-336 ampacts, gang switch
- 3.) 30.08095, -94.77142 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 4.) 30.08133, -94.77089 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 5.) 30.168, -94.77041 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 6.) 30.08206, -94.76990 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 7.) 30.30.08236, -94.76948 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 8.) 30.08264, -94.76907 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 9.) 30.08288, -94.76877 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 10.) 30.08324, -94.76826 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 11.) 30.08354, -94.76783 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces, 1 dead-end arm to accommodate existing 3 phase tap until feeder comes into service. (Hang Dollys)
- 12.) 30.08391, -94.76736 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 13.) 30.08423, -94.76692 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)

- 14.) 30.08458, -94.76643 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 15.) 30.08494, -94.76594 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 16.) 30.08530, -94.76542 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces, 1 dead end arm to accommodate existing 3 phase tap and transformer bank. (Hang Dollys)
- 17.) 30.08566, -94.76494 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 18.) 30.08602, -94.76445 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 19.) 30.08635, -94.76398 install new tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 20.) Install gang switch on pole at 30.086507, -94.764304 and keep it closed in.
- 21.) 30.08649, -94.76380 install new Double dead-end pole. 1 fiberglass dead-end arm, 6 inline insulators, 8 dead end shoes, 3 insulators with arm pins, gang switch, 6 336-336 ampacts, 6 336 2-hole lugs (or 4/0 copper per cost) Take a night outage and run 336 Across N. Main St. @ Ridgewood.
- 22.) Take a night outage and run 336 Across N. Main St. @ Ridgewood
- 23.) Set up rope rig and start pulling in ropes for 3 phases and 1 neutral.
- 24.) Start pulling wire 3 new phases and 1 new neutral
- 25.) Jack wires to new dead-end points and pull up any sag in lines and catch off the ends.
- 26.) Come back through and take new wires out from dolly's and tie them onto insulators and the ridge pins and arms throughout this run of wire.
- 27.) Tie gang switch pole into dead end and leave open for now.

3. Stripes – Smart – Mizell Rd.

This is the part where we continue off existing line in the back parking lot behind Stripes gas station at the corner of Hwy 146 bypass and N. Main.

- 1.) Set up rope rig
- 2.) 30.07808, -94.77315 Double dead-end pole. 1 fiberglass dead end pole, 6 inline insulators, 8 dead-end shoes, 3 insulators, 3 arm pins, 6 336-336 ampacts, (Hang Dollys)
- 3.) 30.07836, -94.77258 tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)
- 4.) 30.07859, -94.77211 Double dead-end pole. 1 fiberglass dead end pole, 6 inline insulators, 8 dead-end shoes, 3 insulators, 3 arm pins, 6 336-336 ampacts. (Hang Dollys)
- 5.) 30.07861, -94.77159 Double dead-end pole. 1 fiberglass dead end pole, 6 inline insulators, 8 dead-end shoes, 3 insulators, 3 arm pins, 6 336-336 ampacts. (Hang Dollys)
- 6.) 30.07891, -94.77118 tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces.
- 7.) 30.07926, -94.77080 tangent pole. 1 8ft wood crossarm, 3 insulators with pins, 1 ridge pin with insulator, 2 crossarm braces. (Hang Dollys)

- 8.) 30.079335, -94.77068 Set new pole frame for tangent and dead-end. 1 8ft wood arm, 1 fiberglass dead-end arm, 4 dead-end shoes, 3 inline insulators, 3 insulators, 3 arm pins, 2 arm braces, (Hang Dollys)
- 9.) Pull ropes through dolly's
- 10.) Set up wire trailer with tensioner
- 11.) Start pulling wire back through
- 12.) Jack wires to dead-end points
- 13.) Tie gang switch pole into existing dead-end pole
- 14.) Energize lines from Stripes to Mizell
- 15.) Check phasing at Mizell and Smart oilfield services and make up jumpers as necessary
- 16.) Close in gang switch at N. Main and Ridgewood energizing back to Mizell Rd.
- 17.) Check phasing and make up jumpers as necessary at Mizell Rd. & N. Main
- 18.) Open air switch at 30.086507, -94.764304 separating the 2 feeders

4. After installing and phasing in tie points.

Once the loop is complete, energized, and phasing at tie points is correct we will need to move sections of Beaumont feeder #3 onto Beaumont feeder #5 and redistribute the load.

- 1.) 30.078267, -94.774351 Install new gang switch. 1 fiberglass dead-end arm, 6 inline insulators, 8 dead-end shoes, gang switch, 1 #7 H-tap, 6 336-336 ampacts (or 336 ACSR - 4/0 copper), 6 336 ACSR 2-hole lugs (or 4/0 copper 2-hole lugs), 6 Lighting arrestors, 6 Hotline clamps, 6 hotline stirrups. Keep Closed
- 2.) Close the Air switch at 1701 N. Travis.
- 3.) Open the air switch on Jefferson Dr. across the street from Jack in the Box parking lot
- 4.) Close the air switch at 1911 Lakeland Dr.
- 5.) Verify air switch behind Take 5 oil change on Lakeland Dr. is closed
- 6.) Open newly installed air switch at location 30.078267, -94.774351 in front of Marcos Pizza

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

Name	Title	Date

BEAUMONT #2 TO LIBERTY #2 FEEDER TIE

September 8, 2025

OVERVIEW

1. Beaumont Substation to Layl Dr. 14 poles {2,700ft}

Able to Isolate section of line going down Hwy90 to the Hwy146 Bypass and replace 4 poles between bypass and East St. spread phases and reconducted with 336 ACSR

- 1.) Metal pole outside of substation with double dead-end arms (336 in, 2 4/0 tap). Spread and cover. Install wire dollies.
- 2.) Metal pole with tangent (fiberglass cross arm, 3 insulators, 3 insulator pins, 2 16" bolts with washers). Spread and cover, Install wire dollies.
- 3.) Metal pole with double dead-end arms (fiberglass dead-end arm, 3 insulators with pins, 6 inline insulators, 6 dead-end shoes, 2 14" bolts with washers, 8 dead-end shoes.) Cover and Spread, Install wire dollies.
- 4.) 30.05882, -94.77827 Install new pole (45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies.
- 5.) Cover and spread Install wire dollies.
- 6.) 30.05878, -94.77724 install new pole. (1 45' pole, 1 cross arm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies.
- 7.) Cover and spread Install wire dollies.
- 8.) 30.05873, -94.77652 install new pole (45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies.
- 9.) Replace pole (45ft pole, crossarm, 4 insulators, 3 arm pins, 1 ridge pin, 2 arm braces,) Install wire dollies.
- 10.) 30.05867, -94.77570 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies.
- 11.) Replace pole (45ft pole, crossarm, 4 insulators, 3 arm pins, 1 ridge pin, 2 arm braces.) Install wire dollies. Cover and spread
- 12.) 30.0585, -94.77487 install new pole (1 45ft pole, 1 cross arm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Cover and spread Install wire dollies.
- 13.) Replace pole (50ft pole, crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin, 1 cutout for single phase lateral, 1 inline insulator, 2 dead-end shoes, 2 14" eye bolts) Install wire dollies, cover and spread.
- 14.) 30.05846, -94.77399 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 15.) Replace pole (45ft pole, crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin) Cover and spread, Install wire dollies.
- 16.) 30.05826, -94.77248 install new pole (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Cover and spread, install wire dollies

- 17.) Set up wire trailer back at beginning of section outside of the substation.
- 18.) Set up rope rig between dead end pole and new pole at 30.05826, -94.77248 pull ropes through the wire dollies.
- 19.) Pull wire back through with ropes
- 20.) Sag wire back to existing dead-end pole with gang switch
- 21.) Go back through and remove wires from dollies and tie them onto insulators.
- 22.) Dead-end Pole with gang switch
- 23.) Set up wire trailer with tensioner.
- 24.) Pole with 336 from Beaumont #2, 4/0 from liberty #2 and 1/0 3 phase lateral for hotel. Pole will need to replace it with taller pole and reframed for reconduct. (Drop out span crossing Rail Road install mcs and cover and spread wires.) install wire dollies.
- 25.) Cover and spread install wire dollies
- 26.) Set up rope rig and pull ropes back through wire dollies
- 27.) Replace pole Double dead-end corner pole (2 fiberglass dead-end arms, 6 inline insulators, 8 dead-end shoes, 336-336 ampact for jumpers, 2 12ft triple helix anchors, 2 guy fish, 60ft of 3/8" guide wire.
- 28.) Pull wire back through with ropes
- 29.) Sag wires back to dead ends and catch them off.
- 30.) Go back through and move wire from dollies and tie them to insulators.

2. Hwy 90 - Ave B 7 poles {1,000ft}

Poles in order from Hwy90 to Avenue B

- 1.) Cover and spread, install wire dollies.
- 2.) Cover and spread, install wire dollies.
- 3.) Replace pole, cover and spread and install wire dollies (1 45ft pole, 1 crossarm, 2 arm braces, 3 insulators, 1 neutral spool, 1 clevis. 1 inline insulator, 2 dead-end shoes, 2 5/8"X14" eye bolts, 2 5/8"X14" bolts, 4 flat washers.
- 4.) Cover and spread, install wire dollies.
- 5.) Cover and spread, install wire dollies.
- 6.) Set up rope rig.
- 7.) Set up wire trailer with tensioner.
- 8.) Pull ropes through dollies.
- 9.) Pull wire back through dollies.
- 10.) Sag wires back to dead-end poles and catch them off
- 11.) Come back through and remove wires from dollies and tie them onto insulators and neutral racks.
- 12.) Make up jumpers at double dead-end poles
- 13.) Double dead-end pole

3. Ave B – Ave I 15 poles {2,820ft}

The following section will need to be covered and spread but single-phase laterals will need to be lowered so feeder line could be spread.

- 1.) Set up rope rig
- 2.) Cover and spread, Install wire dollies.
- 3.) 30.05455, -94.77058 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 4.) Cover and spread, Install wire dollies.
- 5.) Cover and spread, Install wire dollies.
- 6.) Cover and spread, Install wire dollies.
- 7.) 30.05337, -94.77059 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 8.) Cover and spread, Install wire dollies.
- 9.) Cover and spread, Install wire dollies.
- 10.) 30.05236, -94.77061 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 11.) Cover and spread, Install wire dollies.
- 12.) Cover and spread, Install wire dollies.
- 13.) 30.05126, -94.77061 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 14.) Cover and spread, Install wire dollies.
- 15.) Cover and spread, Install wire dollies.
- 16.) 30.05015, -94.77065 install new pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover and spread.
- 17.) Cover and spread, Install wire dollies.
- 18.) Replace pole (1 45' pole, 1 crossarm, 2 arm braces, 3 insulators with pins, 1 neutral rack)
- 19.) Cover and spread, Install wire dollies.
- 20.) Cover and spread, Install wire dollies.
- 21.) Set up wire trailer with tensioner
- 22.) Pull ropes through dollies
- 23.) Pull wire back through wire dollies
- 24.) Pull sag back to dead-end poles and catch off wire
- 25.) Come back trough and move wires from dollies and tie them onto insulators and neutral racks.
- 26.) Make up jumpers at double dead-end poles
- 27.) Reenergize section of line.
- 28.) Dead-end pole.

4. Ave I – Linden Ln 12 poles {1,800ft}

- 1.) Dead-end pole
- 2.) Cover and spread
- 3.) Set 1 45' pole 2 fiberglass dead-end arms 6 polymer inline insulators 8 dead-end shoes 3 insulators on arm pins (this is where lines drop low to go under transmission lines)
- 4.) Cover and spread after splicing center phase back together
- 5.) Cover, spread, and install wire dollies
- 6.) Cover, spread, and install wire dollies
- 7.) Cover, spread, and install wire dollies
- 8.) Replace pole. (1 45' pole, 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin.) Install wire dollies, cover, spread, and install wire dollies.
- 9.) Cover, spread, and install wire dollies
- 10.) Set up rope rig
- 11.) Set up wire trailer with tensioner
- 12.) Pull ropes through dollies
- 13.) Pull wire back through wire dollies
- 14.) Pull sag back to dead-end poles and catch off wire
- 15.) Come back trough and move wires from dollies and tie them onto insulators and neutral racks.
- 16.) Make up jumpers at double dead-end poles
- 17.) Reenergize section of line.
- 18.) Dead-end pole. Need to add fiberglass double dead-ed arm to turn to single phase pole to go behind houses on post oak.

5. Linden – Wallisville 18 poles {2,960ft}

This part of the project will require several poles to be reframed from single phase to 3 phase

- 1.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. (trees will need clearing). Cover, spread and install wire dollies
- 2.) Pole on linden where line goes behind homes on pin oak needs reframed with 2 fiberglass dead end arms 6 poly inline insulators 8 dead-end shoes (trees will need clearing) Cover, spread and install wire dollies
- 3.) Set up rope rig
- 4.) Set new pole outside of fence 1 crossarm, 2 arm braces, 3 insulators, 3 arm pins, 1neutral spool, 1 clevis rack. 1 poly inline insulator 2 dead-end shoes for single phase lateral tap and 1 down guide with 12' triple helix anchors (trees will need clearing) Cover, spread and install wire dollies
- 5.) Set new pole outside of fence 1 crossarm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. (trees will need clearing) Cover, spread and install wire dollies
- 6.) Set new 45' pole in corner behind 133 lone Oak with 2 fiberglass dead-end arms, 6 polymer insulators, 8 dead-end shoes, 2 down guide fish, 2 12' triple helix anchors (trees will need clearing) Cover, spread and install wire dollies
- 7.) Set up wire trailer and tensioner.

- 8.) Pull up sag to dead-ends and catch wires off.
- 9.) Come back through and move wires from dollies and tie onto insulators and neutral racks.
- 10.) Set up rope rig in new direction
- 11.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack
Cover, spread and install wire dollies
- 12.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. Cover,
spread and install wire dollies
- 13.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. Cover,
spread and install wire dollies
- 14.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. Cover,
spread and install wire dollies
- 15.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack. Cover,
spread and install wire dollies
- 16.) Reframe with 2 fiberglass dead-end arms, 8 dead-end shoes, 6 inline insulators, 2 anchors, 2
down guide fish, 2 triple helix anchors Cover, spread and install wire dollies
- 17.) Cover, spread, and install wire dollies
- 18.) Set up wire trailer and tensioner in new direction.
- 19.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack.
(trees will need clearing) Cover, spread and install wire dollies
- 20.) Reframe with cross arm, 2 arm braces, 3 insulators, 3 arm pins, 1 neutral spool, 1 clevis rack.
(trees will need clearing) Cover, spread and install wire dollies
- 21.) Install new fiberglass dead end arm with 3 poly inline insulators 4 dead-end shoes. (trees will
need clearing) Cover, spread and install wire dollies
- 22.) Set up rope rig
- 23.) Pull ropes through wire dollies
- 24.) Pull wire back through dollies
- 25.) Pull up sag at dead-end poles and catch them off
- 26.) Come back through and remove wires from dollies and tie them onto insulators and neutral racks
- 27.) Set up rope rig in new direction
- 28.) Cover, spread and install wire dollies
- 29.) Set new 45' pole with 1 fiberglass dead-end arm, 6 inline insulators, 8 dead-end shoes, 3
insulators, 3 arm pins, 1 neutral spool, 1 clevis rack, 1 gang switch, 6 336-336 ampacts (or 336-
4/0 copper) 6 336 2 hole lugs (or 4/0 copper), 1 #7 H-tap. Cover, spread, install wire dollies.
- 30.) Set new 50' pole with 2 fiberglass dead-end arms, 9 inline insulators, 12 dead-end shoes, 2
guide fish, new span guides across Wallisville and loblolly. Which will require 1 30' pole 1 40'
pole 4 down guide fish and 2 12ft triple helix anchors.
- 31.) Set up wire trailer with tensioner.
- 32.) Pull ropes through wire dollies.
- 33.) Pull wire back through dollies
- 34.) Pull up sag a dead-end poles and catch off wires.
- 35.) Come back through and move wires from dollies and tie them onto insulators and neutral racks.

36.) Check phasing and install jumpers at all dead-ends.

6. Loblolly – Independence 192286 poles {3,340ft}

This stretch of lines has a primary line belonging to the TVE feeding laterals across the road to their transformers will need to decide to move the line to there facility or their side of the road in order to make this section of reconduct safer as we will be crossing under several transmission lines.

- 1.) Dead-end pole
- 2.) Set up wire trailer with tensioner
- 3.) Cover, spread, and install wire dollies
- 4.) Cover, spread, and install wire dollies
- 5.) Cover, spread, and install wire dollies
- 6.) Cover, spread, and install wire dollies
- 7.) Cover, spread, and install wire dollies
- 8.) Cover, spread, and install wire dollies
- 9.) Cover, spread, and install wire dollies
- 10.) Pole at 318 Wallisville needs to be replaced with 50' pole 1 crossarm 1 fiberglass dead-end arm 4 inline insulators 6 dead-end shoes 1 down guide with 8ft anchor Cover, spread, and install wire dollies
- 11.) Set new 45' pole with 1 crossarm, 4 insulators, 3 arm pins, and 1 ridge pin. Cover, spread, and install wire dollies
- 12.) Cover, spread, and install wire dollies
- 13.) Set new 45' pole with 1 crossarm, 4 insulators, 3 arm pins, 1 ridge pin. Cover, spread, and install wire dollies.
- 14.) Set up rope rig
- 15.) Pull ropes through wire dollies
- 16.) Pull wire back through wire dollies
- 17.) Pull up sag at dead-end poles and catch them off
- 18.) Come back through and remove wires from dollies and tie them onto insulators and neutral racks.
- 19.) Make up jumpers at dead ends.
- 20.) Set up rope rig in new direction
- 21.) Dead End
- 22.) Set new 50' pole 100ft north before the creek with 1 cross arm, 4 insulators, 3 arm pins, 1 ridge pin. Cover, spread, and install wire dollies.
- 23.) 200' north from new pole set another new 50' pole 1 crossarm, 2 arm braces, 4 insulators, 3 arm pins, 1 ridge pin. Cover, spread, and install wire dollies.
- 24.) Set up wire trailer with tensioner.

- 25.) Pull ropes through wire dollies.
- 26.) Pull wire back through dollies
- 27.) Pull up sag at dead-end poles and catch off wires.
- 28.) Come back through and move wires from dollies and tie them onto insulators
- 29.) Set up wire trailer in new direction
- 30.) Dead end with 3 phase transformer bank for sewer lift station
- 31.) Cover, spread, and install wire dollies
- 32.) Cover, spread, and install wire dollies
- 33.) Set new 50ft pole with 2 fiberglass dead-end arms 6 insulators with pins, 10 inline insulators, 12 dead-end shoes.
- 34.) Set up rope rig.
- 35.) Pull ropes through wire dollies
- 36.) Pull wire back through dollies
- 37.) Pull up sag at dead-ends and catch off wire.
- 38.) Come back through and move wires from dollies to insulators and tie them down.

7. Independence – Neyland {1,705ft}

This portion of the project will bring us through the right of way in the wooded area of Wallisville and Independence. Starting 1 pole back from corner pole.

- 1.) Replace pole with 1 45' pole with 1 cross arm, 1 ridge pin, 4 insulators. Cover, spread, and install wire dollies
- 2.) New pole with gang switch to replace load break cutouts (45' pole, double dead-end fiberglass cross arm, 6 inline insulators, 8 dead-end shoes, and gang operated air switch, 6 336-336 ampacts (or 336 ACSR - 4/0 copper), 6 336 (or 4/0 copper) two hole lugs, 6 lighting arrestors, 6 hotline clamps, 6 stirrups, 1 #7 H-tap.) Cover, spread, and install wire dollies
- 3.) Double dead-end corner pole (set new 45' pole 2 new fiberglass dead-end arms, 6 inline insulators, 8 dead-end shoes, 3 insulators, 3 arm pins) Cover, spread, and install wire dollies
- 4.) Set up wire trailer with tensioner
- 5.) Set up rope rig
- 6.) Pull ropes through wire dollies
- 7.) Pull wire back through dollies
- 8.) Pull up sag at dead-ends and catch off wires
- 9.) Come back through and move wires from dollies and tie them onto insulators
- 10.) Check phasing and make up jumpers.
- 11.) Set up wire trailer with tensioner in new direction
- 12.) Need reframed with (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies

- 13.) Need reframed with (45' pole 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 14.) Need reframed with (45' pole 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 15.) 208 4th St. replace pole (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 16.) 206 4th St. replace pole (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 17.) 204 4th St. replace pole (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 18.) 110 4th St. replace pole (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 19.) 104 4th St. replace pole (45' pole, 1 ridge pin, 4 insulators, 1 crossarm, 2 arm braces, 3 arm pins.) Cover, spread, and install wire dollies
- 20.) 3102 Neyland Cover, spread, and install wire dollies
- 21.) Across the street from 3102 Neyland set new (45' pole with 6 inline insulators, 8 dead-end shoes, 3 insulators, 3 arm pins, 1 ridge pin.) Cover, spread, and install wire dollies
- 22.) Set up rope rig
- 23.) Pull ropes through wire dollies
- 24.) Pull wires back through dollies
- 25.) Pull up sag at dead-ends and catch off wires
- 26.) Come back through and move wires from dollies and tie them onto insulators.

8. Neyland – Lincoln {625ft}

This section of the line will only need trees to be cleared then cover, spread, and install dollies as the poles are new and in good shape. **4 Poles**

- 1.) Set up wire trailer with tensioner
- 2.) Set up rope rig
- 3.) Pull ropes through wire dollies
- 4.) Pull wire back through dollies
- 5.) Pull up sag at dead-ends and catch off wires
- 6.) Come back through and move wires from dollies and tie them onto insulators
- 7.) Check phasing and make up jumpers.

9. Lincoln – Hwy90 {680ft}

This has all new poles only needs covered, spread, and install wire dollies. **2 poles**

- 1.) Set up wire trailer with tensioner
- 2.) Set up rope rig
- 3.) Pull ropes through wire dollies
- 4.) Pull wire back through dollies
- 5.) Pull up sag at dead-ends and catch off wires
- 6.) Come back through and move wires rom dollies and tie them onto insulators
- 7.) Check phasing and make up jumpers.
- 8.) Schedule night work to run 336 across Hwy 90 and tie into dead-end on metal pole outside of substation.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

Name	Title	Date

Mark Reed

From: John Fondon <jfondon@txelite.biz>
Sent: Friday, October 10, 2025 4:27 PM
To: Mark Reed
Cc: Kelli Smith; Dyllan Dunker; James Crouthers
Subject: C.O.L. FEEDER TIE ESTIMATED LABOR/EQUIPMENT COST

Feeder Tie Estimates:

Beaumont 2 to Beaumont 3 estimated duration is approximately 4 months, working 5 -10's

Beaumont 2 to Liberty 2 estimated duration is approximately 2 months, working 5 -10's.

Total labor and equipment estimated cost for both projects: \$670,000.00

John Fondon | Regional Construction Manager
Texas Elite Services
1707 Chrysler St | Liberty, TX 77575
P: (936)-776-2533 | **C:** (936)-641-0665 | **E Mail** JFondon@TxElite.biz
www.texaseliteelectrical.com



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9609 Beck Circle
Austin, TX 78758
Ph (512) 833-501 - Fax (512) 833-5407
www.techline-inc.com

**TO: City of Liberty
Electric**

Quotation

Prepared By: Toby Melcher

Date	10/6/2025	Mark Reed		PRICES ONLY GOOD FOR 30 DAYS UNLESS A PRICE INCREASE FROM MANUFACTURER
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[illegible]

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: DISCUSSION AND POSSIBLE UPDATES TO THE SIGN
ORDINANCE

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

ARTICLE 3.09 SIGNS

DIVISION 1 Generally

§ 3.09.001. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising vehicle. Any vehicle or trailer that has advertisement as its primary purpose and is parked or located for the primary purpose of displaying the sign and is not parked on a site for a continuous period exceeding seventy-two (72) hours.

Alley. A narrow right-of-way or easement not in excess of thirty (30) feet in width dedicated adjacent to the rear or side of a lot and providing limited access to the lots abutting said right-of-way or easement.

Alley sign. A sign used to identify the alley entrance to a building or business.

Awning. Any rigid or nonrigid material that extends from the exterior wall of a building and is supported by or attached to a frame.

Awning sign. Any sign painted or applied to the face, valance or side panel of an awning.

Backlit sign. A sign that uses bulbs within the sign for illumination.

Banner. Any sign printed or displayed upon cloth or other flexible material with or without frames, and limited to temporary use.

Billboard. Shall have the same meaning as “off-premises sign.”

Building official. The official of the city or his/her designee charged with the inspection of the structural integrity of signs, any electrical inspection and permitting.

Building permit. A permit issued by the building official for construction, renovation or alteration of property.

Building sign. Any sign attached to any part of a building, as contrasted to a ground sign.

Building wall. An exterior loadbearing or nonloadbearing vertical structure that encompasses the area between the final grade elevation and eaves of the building, and used to enclose the space within the building. A porch, balcony or stoop is part of the building structure and may be considered as a building wall.

Changeable copy sign. A sign on which copy is changed automatically on a lamp bank or through mechanical means (e.g., electrical or electronic time and temperature units), or a sign on which copy is changed manually in the field (e.g., reader boards with changeable letters), but shall not include portable signs.

Changeable electronic variable message sign. A sign which permits light to be turned on or off intermittently, or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant

in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. A changeable electronic variable message sign shall not include a sign located within the right-of-way that functions as a traffic-control device and that is described and identified in the Manual on Uniform Traffic-Control Devices approved by the Federal Highway Administration as the national standard.

Clear sight triangle or horizontal sight distance. A triangle sight area at all intersections which shall include that portion of public right-of-way and any corner lot within the adjacent curblines or pavement edges of intersecting streets, roads or alleys and a diagonal line intersecting such curblines or pavement edges at points 35 feet back from their actual or projected point of intersection. Such triangle or distance must remain unobstructed in order to ensure that drivers can see traffic and pedestrians around the corner of the intersection, entrance or driveway.

Code official. The official of the city or his/her designee charged with the enforcement of the provisions of this article.

Day. Those hours between 7:00 a.m. and 10:00 p.m.

Development. A group of houses or other buildings, residential or nonresidential, that are built as a single construction project.

Dilapidated sign. A sign that:

- (1) Is not properly secured or is otherwise structurally unsound;
- (2) Has defective parts; or
- (3) Is in need of painting or maintenance.

Downtown district. That area designated in section 3.09.125 of this article.

Downtown district advisory board. The planning and zoning commission.

Electronic message board sign. Any sign flashing one or more messages, symbols or videos in succession.

Electronic message center. A sign, or portion of a sign, that displays an electronic image or video, which may or may not include text, including any sign or portion of a sign that uses changing lights or similar form of electronic display such as LED to form a sign message or messages with text or images wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. This definition includes, without limitation, television screens, plasma screens, digital screens, flat screens, LED displays, video boards, and holographic displays.

Extraterritorial jurisdiction or ETJ. That area extending beyond the boundaries of the city as defined by V.T.C.A., Local Government Code ch. 42, and as described in V.T.C.A., Local Government Code section 216.902.

Flag. Any fabric or bunting containing distinctive colors, patterns, or symbols, used as a symbol of government, political subdivision, corporation, lodge, fraternity or sorority, political party, nonprofit organization, charity, club, association or other entity.

Flashing sign. Any sign in which intensity of illumination is not consistent, thereby exhibiting

sudden or marked changes in lighting effect.

Governmental sign. A sign required, authorized or installed by any governmental entity, which is exempt from the permitting process.

Hanging sign. Any sign suspended from an awning, canopy or building facade.

Height (of a sign). The vertical distance measured from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less (compare “clearance”).

Holiday decorations. Displays erected on a seasonal basis in observance of religious, national or state holidays, which are not intended to be permanent and contain no advertising material.

Holiday season. A reasonable and designated time period for the display of holiday decorations. The established time periods are November 15th through January 15th, and for all other nationally recognized holidays for a period not to exceed seven days.

Home occupation. Any occupation that is carried out within the home, primary or secondary structure or within any structure on the lot which is an accessory to the home.

Identification sign. A sign bearing the address of the premises or name of the occupant, but containing no logo or commercial message.

Illuminated sign. A sign that is illuminated by electrical or other artificial devices.

Incidental sign. A sign, generally informational, that has a purpose secondary to the use of the site on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and similar information and directives.

Logo. The graphic or pictorial presentation of a message, including, but not limited to, the use of shapes, designs, decorations, emblems, trademarks, symbols or illustrations, or the superimposition of letters or numbers or any other use of graphics or images other than the sequential use of letters and numbers.

Lot. A parcel of land, the boundaries of which have been established by some legal instrument such as a recorded deed or plat, and which is recognized as a separate legal entity for purposes of transferring title. This term shall include any number of contiguous lots, or portions thereof, upon which a single principal building and its accessory buildings are located or intended to be located.

Monument sign. A ground sign designed and constructed to enclose any and all supporting poles, braces, columns, and/or uprights on all sides of the sign, and to substantially appear as a solid mass or base, such as a cylinder, block, rectangle or square, from undisturbed natural ground level to the highest portion of the sign.

Multi-tenant business development. A development under the same ownership consisting of two (2) or more business establishments separated by a tenant separation wall, using common driveways and on-site parking facilities, including but not limited to shopping centers, office complexes, office buildings and business parks.

Multi-tenant sign. A freestanding sign used to advertise businesses that occupy a shopping center or complex of two or more tenants.

Night. Those hours between 10:00 p.m. and 7:00 a.m.

Nit. Candela per meter square used as a measurement of brightness.

Nonconforming sign. Any sign that if erected within the city limits met the requirements of the city at the time it was erected, but does not conform to the requirements of this article; and that if erected within the extraterritorial jurisdiction of the city met the requirements of any governing authority with jurisdiction to regulate said sign at the time it was erected, but which does not conform to the requirements of this article.

Off-premises sign. A sign which is located on property and transmits a message pertaining to a product, use, occupancy or function which is not located on the same property as the sign. The terms “off-premises sign” and “billboard” shall have the same meaning herein.

On-premises sign. A sign the context of which relates to a use, occupancy, function or product manufactured on the same property on which the sign is located.

Person. An individual, or any association, company, corporation, firm, organization or partnership, singular or plural, of any kind.

Pole mounted ground sign. A sign mounted on one or more visible freestanding poles, columns, uprights, or braces permanently attached to the ground, which is not attached to the building.

Portable sign.

- (1) Any sign not permanently attached to the ground or other permanent structure or a sign designed to be transported, including but not limited to:
 - (A) Signs designed to be transported by wheels;
 - (B) Signs made as A-frames or T-frames;
 - (C) Balloons used as signs; and
 - (D) Umbrellas used for commercial messages.
- (2) Portable signs shall be allowed for no more than thirty (30) days. The total usage for a portable sign shall not exceed four (4) per calendar year.

Primarily commercial area. An area of property along one side of a public street between two (2) adjacent intersecting public streets in which fifty-one percent or more of the total frontage is used for commercial purposes.

Primarily residential area. An area of property along one side of a public street between two (2) adjacent intersecting public streets in which fifty-one percent or more of the total frontage is used for residential purposes.

Projecting sign. A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

Residential purposes. Property devoted to use as a single-family, for one and two single-family dwelling. Residential purposes include but are not limited to property used for houses, duplexes, condominiums, townhouses or townhomes, and garden or patio homes. Property used for apartments, hotels, motels and boardinghouses shall be considered nonresidential. Property devoted to both residential and nonresidential use shall be considered as used for

residential purposes.

Roof sign. A sign that is erected over or on the roof of a building.

Setback lines. A line parallel to and measured from a property line which establishes an area in which no building or structure, or portion thereof, shall encroach or otherwise be established or constructed. Setback line requirements refer to both sides and backs of lots.

Sidewalk sign. An A-frame or T-frame sign, placed immediately exterior to the building wall and designed to be removed after business hours.

Sign. Any device, fixture, placard or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Sign permit application. A plan establishing parameters for the size, location and design of signs on a property being constructed or managed or managed as a single development.

Site. A lot, tract or parcel of land considered as one land unit for purpose of this article. For a single-family residence, the site shall be the subdivided lot on which it is located. For multifamily projects, the site shall be all land occupied by the buildings in the project and adjoining such property and under common ownership with it. For a vacant land, the site shall be all of the adjoining vacant land under single ownership. For single-occupancy, nonresidential properties, the site shall be the subdivided lot that is occupied. For multiple-occupancy properties, the site shall be all land included under the original "site plan" or "subdivision plan" approval under the code, or all land included under the original sign permit application approval under this article or its predecessor, whichever land area is larger. The intent of this definition is to treat as one site an entire project as planned and developed together.

Stake sign. A temporary sign not permanently affixed or mounted into the natural ground. Such sign shall be considered but not limited to a sign face affixed to supporting structure, typically a wooden stake or metal rod, and such that can be placed in and/or removed from the ground by a single individual with reasonable force without any aid from any tools or devices.

Temporary sign. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the building official to be displayed for a limited period of time.

Traffic sign. A sign indicating federal, state or municipal regulations for automobile, truck, bicycle or pedestrian movement.

Wall, exterior. A vertical structural component of a building which encloses habitable or usable space; a parapet extending not more than 12 inches above a flat roof shall be considered part of the exterior wall for purposes of determining signage.

Wall sign. Any sign painted on or attached to and extending not more than six inches from an exterior wall in a parallel manner.

Window sign. A sign affixed to the interior or exterior of a window or placed immediately behind a windowpane.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.002. Notice of violation; penalty.

When any sign is erected, constructed, built, reconstructed, altered or maintained in violation of these regulations, the property owner, his/her agent, lessee, management and/or tenant shall be given written notice to remove or alter the structure so as to comply with the standards set forth in these regulations as follows:

- (1) The property owner, his/her agent, lessee, management and/or tenant shall be served with a written notice that states the violation and requires compliance with this article not more than ten (10) days from the date the notice is served. The notice may be served in person or by depositing the same as certified in the United States Postal Service addressed to the property owner at the owner's address as shown on the most current tax roll of the city, or the tenant as shown on the utility billing records of the city. If the municipality mails the notice to the property owner and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered.
- (2) Furthermore, after all provisions of subsection (1) of this section have been followed, the property owner, his/her agent, lessee, management and/or tenant shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each provision violated, and each day that there is a failure to comply with the terms of any provision of this article is declared a separate offense. For violations of the provisions of this article that govern fire safety, zoning, or public health and sanitation, including dumping of refuse, the fine may not exceed two thousand dollars (\$2,000.00) per day, per violation.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.003. Prohibited signs and devices.

- (a) All signs hereunder are prohibited within the city limits and within its extraterritorial jurisdiction. Such signs include, but are not limited to:
 - (1) Abandoned signs, or dilapidated signs;
 - (2) Any sign that copies or imitates an official sign or purports to have official status;
 - (3) Any sign that obstructs or substantially interferes with any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress to any building;
 - (4) Signs imitating standard public traffic, regulatory or emergency signs or signals;
 - (5) Signs using the words, "stop," "danger" or any other word, symbol or character in a manner which may mislead, confuse or distract the driver of a motor vehicle;
 - (6) Off-premises signs and billboards constructed after the date of enactment of the ordinance from which this article is derived, including, but not limited to, a new off-premises changeable electronic variable message sign or the conversion of an existing nonchangeable electronic variable message sign to a changeable electronic variable message sign, within the city limits or within the extraterritorial jurisdiction of the city;

- (7) Any sign placed in or projecting in or over the public right-of-way or on a utility pole in the public right-of-way as described in subsection (c) of this section;
 - (8) Advertising vehicles;
 - (9) Signs which use supports such as trees, rocks, bridges, windmill towers or dilapidated buildings.
- (b) Any such prohibited signs shall be removed at the discretion of the code official and/or his/her designee. If not removed by owners or occupants of the property within ten (10) days of notice, the code official and/or his designee shall cause the signs to be otherwise removed and the cost of removal shall become a lien against the property until satisfied.
- (c) Only the following signs shall be allowed on a city street, easement or right-of-way within the city limits or on a public street, easement or public right-of-way within the city's extraterritorial jurisdiction:
- (1) Public signs erected by or on behalf of a governmental body to identify public property, convey public information and direct or regulate pedestrian or vehicular traffic;
 - (2) Bus stop signs erected by a public transit company;
 - (3) Informational signs of a public utility regarding its poles, lines, pipes or other facilities;
 - (4) Signs appurtenant to a use of public property permitted under a franchise or lease agreement with the city;
 - (5) Signs posted in association with municipal, county, state or federal authorities for crime prevention or public safety and health;
 - (6) Legal notices erected by or on behalf of a governmental body; and
 - (7) Emergency warning signs erected by a government agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

Any other sign placed in or projecting in or over the public right-of-way or on a utility pole in the public right-of-way in violation of this article shall be deemed a public nuisance and may be seized by the code official or his/her designee, and the person owning or placing the sign may be charged both with a violation of this article and with the cost of removing and disposing of the sign. If the person or entity placing the sign cannot otherwise be determined for purposes of enforcement, it will be presumed that the name of the person or entity appearing on the sign, or the owner or occupant of the premises depicted on the sign, directed the placement and is subject to enforcement as described hereunder.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.004. Signs exempt from regulation.

The following signs shall be exempt from regulation under this article:

- (1) Any official or public notice or warning sign required by a valid and applicable federal, state or local law, regulation or ordinance, by a public utility company or by order of a court of competent jurisdiction.
- (2) Traffic signs on private property, such as stop, yield or similar signs, which meet department of transportation standards and contain no commercial message.
- (3) Holiday decorations, as long as said decorations are displayed within a holiday season.
- (4) Any governmental signs.
- (5) Incidental signs placed for informational purposes and limited to one square foot in area.
- (6) The changing of advertising copy or message on a painted sign, including theater marquee signs and similar signs specifically designed for the use of replaceable copy, change of face panel, or where the sign frame was designed for replaceable plates, shall not require a permit. For off-premises advertising, the sign structure shall be removed if the sign structure becomes so dilapidated as to violate section 3.09.082 of this article.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.005. Temporary signs.

(a) Temporary signs allowed at any time:

- (1) A property owner may place one sign with a sign face no larger than two (2) square feet on the property at any time.
- (2) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time.
- (3) A property owner may place no more than one (1) banner sign on the fence of a commercial or industrial business.

(b) A sign may be located on the owner's property for a period of forty-five (45) days prior to an election involving candidates for a federal, state or local office that represents the district in which the property is located or involves an issue on the ballot of an election within the district where the property is located per issue and per candidate.

(c) One temporary sign may be located on a property when:

- (1) The owner consents and that property is being offered for sale or lease through a licensed real estate agent;
- (2) If not offered for sale through a real estate agent, when the sign is owned by the property owner and that property is offered for sale or lease by the owner. This includes, but is not limited to, "home for sale," "for sale by owner" and "owner financing available" signs;

- (3) For a period of forty-five (45) days following the date on which a contract of sale has been executed by a person purchasing the property;
 - (4) "Financing provided by" or similar signs may be placed on a property for the duration of a construction project;
 - (5) Contractor signs may be placed on a property for the duration of a construction project.
 - (6) "Coming soon," "future home of," or similar signs may be placed on a vacant lot for a period not to exceed sixty (60) days.
 - (d) Temporary signs may be located on the owner's property on a day when the property owner is opening the property to the public. Said "open to the public event" shall comply with article 4.12 of this code.
 - (e) Banners and portable signs. On-premises banner signs, flag signs and portable signs may be used only during business or activity opening or special promotions, and shall be subject to the following:
 - (1) Whether singly or in combination, no more than three (3) banners, flags or portable signs shall be permitted on a single lot of land; however, the area of such displays shall not be counted against the maximum combined sign area allowed for permitted permanent signs.
 - (2) Banners and portable signs may be placed no longer than forty-five (45) days.
- (Ordinance 2017-1 adopted 1/10/17; Ordinance 2023-07 adopted 4/25/2023)

§ 3.09.006. Nonconforming signs.

A sign lawfully erected prior to adoption of the ordinance from which this article is derived but which does not conform in one or more respects with the requirements of this article may remain in use, subject to the requirements of this section and other applicable requirements of city ordinances, under the following limitations:

- (1) Abandonment. Any sign or sign structure that has been abandoned shall be removed.
- (2) Change of copy. No change of copy shall be permitted, except on a changeable copy sign, without bringing the sign into full conformance with this article and with the applicable sign permit application.
- (3) Other nonconforming signs on premises. For single-occupant properties, the issuance of a sign permit for a new or replacement sign shall be subject to the condition that all nonconforming signs on that property shall be removed or brought into conformance as part of the work of installing the new or replacement sign. For multi-occupant properties, the issuance of a sign permit for a new or replacement sign for any occupant shall be subject to the condition that all nonconforming signs for that occupant shall be removed or brought into conformance as part of the work of installing the new or replacement sign.
- (4) Off-premises signs. All off-premises signs as defined herein shall not be allowed for

reconstruction and/or remodel.
(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.007. Unsafe signs.

If any sign or sign structure, in the opinion of the code official or his/her designee, becomes insecure or in danger of falling or otherwise unsafe, the code official or his/her designee shall give written notice on the condition of the sign to the person owning, leasing, or responsible for the sign. The person so notified shall correct the unsafe condition of the sign in a manner to be approved by the code official or his/her designee in conformity with this article and any other applicable code of the city. When a sign or sign structure poses an immediate danger or threat to public safety, the code official or his/her designee shall make a reasonable effort to contact the owner or lessee to remove or repair within twenty-four (24) hours. The code official or his/her designee shall take the necessary steps to abate the nuisance at the property owner's, tenant's and/or agent's expense either by using the following provisions:

- (1) Whenever the property owner, agent, lessee or tenant fails to abate the unsafe or dangerous sign, the code official or his/her designee shall abate the nuisance at the city's expense;
- (2) The charge shall be the actual cost of abatement, plus applicable sales taxes, and an administrative fee of \$75.00 shall be assessed for each charge; and
- (3) The owner of the property, agent, lessee, or tenant shall be billed for all expenses incurred and will submit payment within thirty (30) days after billing. If actual charges and administrative fees are not paid within specified time, the city shall file a lien against the property. Said lien shall be filed in the deed records of the county. The charges shown on the lien shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. The lien shall be inferior only to tax liens and liens for street improvements.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.008. Enforcement in extraterritorial jurisdiction.

Pursuant to V.T.C.A., Local Government Code section 216.902, the provisions of this article shall be enforced in and extend to the city's extraterritorial jurisdiction.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.009. Sign setback line requirements for highways, downtown district, and city streets.

Hwy 146 Bypass	Hwy 90	Hwy 146	Downtown District	City Streets
5 ft. from property line	10 ft. from property line	5 ft. from property line	Property line	5 ft. from property line

(Ordinance 2017-1 adopted 1/10/17; Ordinance 2023-07 adopted 4/25/2023)

§ 3.09.010. Sign height limits for highways, downtown district, and city streets.

Hwy 146 Bypass	Hwy 90	Hwy 146	Downtown District	City Streets
41 feet	41 feet	41 feet	21 feet	41 feet

(Ordinance 2023-07 adopted 4/25/2023)

§ 3.09.011. through § 3.09.040. (Reserved)

DIVISION 2
Permit

§ 3.09.041. Required; liability insurance.

- (a) If a sign requiring a permit under this article is to be placed, constructed, erected or modified on a site, a contractor licensed by the state to erect signs, or, where otherwise permitted by law, the owner of the lot, or, with the owner's written permission, the owner's designee, shall secure a sign permit prior to the construction, placement, erection or modification of such a sign in accordance with the requirements of this article. If the applicant is someone other than the legal owner of the property, said applicant shall be required to submit the property owner's written verification acknowledging permission for placement of the sign on the property.
- (b) Commercial general liability insurance with a minimum aggregate of \$600,000.00 and a per-occurrence minimum of \$300,000.00 is required, and such insurance shall be written by an insurance carrier licensed to do business in this state and shall provide that coverage afforded under the policy will not be canceled, suspended, voided or reduced until at least thirty (30) days' prior written notice has been endeavored to be given to the city via certified mail, return receipt requested.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.042. Application.

- (a) An application for a sign permit may be filed only by a contractor licensed by the state to erect signs, or, where otherwise permitted by law, the owner of the lot, or, with the owner's written permission, the owner's designee, and if not the owner, the applicant must include the owner's written verification acknowledging permission for placement of the sign on the property.
- (b) An application for a sign permit shall be filed with the building official on a form prescribed by the building official, along with the approved fees incident to the application and permit.
- (c) Each application for a sign permit shall contain the information required on the application form, and such other information regarding the proposed sign as the building official may deem necessary in order to determine whether the proposed sign complies with the applicable requirements of this article and other applicable ordinances of the city. The application shall contain the following:
 - (1) One set of plans;
 - (2) A description of the proposed sign;
 - (3) All existing buildings on the property;
 - (4) The location by street and number of the proposed sign structure;
 - (5) The distance from the property line to the sign;

- (6) Size and height of the sign;
 - (7) Whether the sign is electrical;
 - (8) The name, address and telephone number of the property owner;
 - (9) The name, address, telephone number and license number of the registered sign contractor or erector.
- (d) The building official shall determine whether the application is complete. If the application is determined to be incomplete, the building official shall notify the applicant of any deficiencies and shall take no further steps to process the application until the deficiencies are remedied.
- (e) Application fees for sign permits shall be as established from time to time by the city council.
- (f) Notwithstanding section 3.09.002(2), the application fee or a sign permit shall be doubled when the installation or alteration of a sign is commenced or completed before the necessary permit is obtained.
- (Ordinance 2017-1 adopted 1/10/17)

§ 3.09.043. Approval procedure; appeals; variances.

Signs shall be erected, installed or created only in accordance with a duly issued and valid sign permit from the building official. Such permit shall be issued only in accordance with the following requirements and procedures:

- (1) An application for the construction, creation or installation of a new sign or for modification of an existing sign shall be accompanied by a detailed drawing showing the dimensions, design, structure and location of each particular sign, and such other information as is required to comply with this article. A separate application and permit is required for each sign.
- (2) The building official shall cause an inspection of the site for which each permit for a new sign or modification of an existing sign is issued within six (6) months following issuance of a permit, or at such earlier date that the owner may request. The sign permit shall be valid for 180 days from date of issuance.
- (3) Within forty-eight (48) hours, beginning at 9:00 a.m. on the next working day, of receiving an application for a sign permit, the building official shall review the application for completeness. Within ten (10) business days of finding an application to be incomplete, the building official shall provide written notice to the applicant detailing the specific deficiencies in the application, with appropriate references to this article.
- (4) Within twenty (20) business days of receipt of a complete application for a sign permit, the building official shall either:
 - (A) Issue the sign permit, if the sign conforms in every respect to the requirements of this article and the sign permit application; or

- (B) Deny the sign permit, if the sign fails to conform to either the requirements of this article or the sign permit application. If the sign permit is denied, the building official shall then give written notice to the applicant detailing the specific deficiencies, with appropriate references to this article.
- (5) Any person may appeal a decision of the building official concerning enforcement of the provisions of this article by filing such appeal with the city manager within ten (10) business days after the decision by the building official. The appeal will then be scheduled to be heard by the planning and zoning commission at a regular or specially called meeting, with a public hearing scheduled thereon, and, following such public hearing, the planning and zoning commission at such meeting will then take action on the appeal by either deferring, rejecting or approving the appeal as submitted, thence referring the decision to the city council for final approval or disapproval. If the decision of the building official is to be appealed respecting a sign in existence, no action shall be taken on the sign while the decision is being appealed to the planning and zoning commission, unless the sign, by virtue of its physical condition, presents an immediate and significant threat to public safety.
- (6) As part of a variance request where the literal application of this article would create an undue hardship for the sign user and the following criteria are met:
 - (A) A literal application of this article would not allow the property to be used.
 - (B) The granting of the requested variance would not be materially detrimental to the property owners in the vicinity.
 - (C) Any hardship is not in any way the result of the applicant's own action or the result of a self-created or personal hardship or for financial reason alone. Simply dividing a building into multiple occupancies shall not be sufficient grounds for granting a variance. Hardship caused the sign user under a literal interpretation of this article is due to conditions unique to that property and does not apply generally to the city.
 - (D) Applicants for a variance may only be accepted when the site complies with this article. A variance request shall not be accepted after a sign is installed in violation of this article.
 - (E) The granting of the variance would not be contrary to the general objectives of this article.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.044. Lapse.

A sign permit shall lapse if the use of a building or premises by a specified business or other establishment is discontinued by the owner or occupant for a period of ninety (90) days or more. Any sign for which a permit lapses shall be considered an abandoned sign and shall be removed as provided by this article.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.045. Removal of abandoned or nonconforming signs.

Abandoned signs and signs which do not conform to the requirements of this article shall be removed. Any sign permit application for a premises which is not in conflict with the requirements of this article or which has not otherwise lapsed shall remain in effect for the premises.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.046. Substitution of message on sign.

On a commercial sign that is otherwise allowed under this article, any message may be substituted, in whole or in part, without permitting or approval being required therefor, if no alteration is made of the size or structure of the sign.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.047. Approval of signs in downtown district.

A sign requiring a permit under this article which is to be placed, constructed, erected or modified on a site within the downtown district shall require advance approval of the downtown district advisory board, as described in division 4 of this article.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.048. through § 3.09.080. (Reserved)

DIVISION 3
Construction, Design and Maintenance

§ 3.09.081. Construction and design standards.

Notwithstanding such additional restrictions as may be applicable to signs placed within the downtown district, as described in division 4 of this article, all signs shall be designed, constructed and maintained in accordance with the following standards:

- (1) Compliance with building code. All signs shall comply with the provisions of the building code as then adopted by the city.
- (2) Electric signs. Electric signs that have internal wiring or lighting equipment, and external lighting equipment that directs light on signs, shall not be erected or installed until an electrical permit has been obtained from the building official. All such signs and equipment shall bear the seal of approval of an electrical testing laboratory that is nationally recognized as having the facilities for testing. All such signs and equipment shall comply with the National Electrical Code as then adopted by the city. All wiring to electric signs or to freestanding equipment that lights a sign shall be installed underground.
- (3) Construction generally; pole mounted ground signs. Except for temporary signs and sidewalk signs conforming in all respects with the requirements of this article, all signs shall be constructed of permanent materials and shall be attached to the ground, a building or another structure by direct attachment to a wall, frame or structure. All pole mounted ground signs (freestanding signs) shall be enclosed by material designed to prevent rust. The sign should appear as a solid mass or base, such as a cylinder, block, rectangle or square. The pole should be covered from undisturbed natural ground level to the highest portion of the sign.
- (4) Wind resistance. All sign foundations shall be designed for 110-mile-per-hour winds, the plan for which must bear a professional engineer's signature and seal. Exemption to this is that the sign is a pole mounted ground sign, pylon sign or monument sign and is a maximum height of seven (7) feet with the face being no larger than four (4) feet by eight (8) feet.
- (5) Electronic message centers. Electronic message centers shall conform to the following regulations:
 - (A) The message or image on an electronic message center must remain static (stationary) for a minimum of eight (8) seconds.
 - (B) Notwithstanding section 3.09.083, the message area of an electronic message board sign may be illuminated by incandescent lamps, LED (light emitting diodes), magnetic discs, or other sources of light. Whatever the light source, undue brightness is prohibited. For enforcing this provision, prima facie proof of undue brightness is the illumination of a portion of the sign in excess of the intensity levels specified below:
 - (i) Day: 5,000 nits.

(ii) Night: 1,000 nits

To ensure compliance with this provision, the sign must have an automatic phased proportional dimmer, which must be used to reduce nighttime brightness levels (compared to daytime brightness levels). Further, prior to the issuance of a permit for an electronic message center sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified above, and the intensity level is protected from end-user manipulation.

- (C) Any electronic message centers installed prior to the date of the adoption of this article must submit written certification from the sign manufacturer or other persons deemed appropriate by the city that the sign does not cause undue brightness and meets the intensity levels specified above. The owner of an electronic message center shall have sixty (60) days from the adoption of this article to submit certification to the city.
- (D) A sign owner may modify existing legal conforming structures to an electronic message center only after filing application for a permit and receiving approval by the city.
- (E) Electronic message centers shall comply with applicable federal and state laws and regulations.
- (F) Failure to adhere to any of these provisions may result in the revocation of the electronic message center portion of the permit.
- (G) Only one (1) electronic message center is allowed per premises.
- (H) No electronic message center attached as a wall sign shall exceed fifty percent (50%) of the area of the maximum allowable size for a wall sign at that location.
- (I) The addition of any electronic message center to any nonconforming freestanding sign is prohibited.
- (J) By definition, changeable copy signs which display time, temperature or price shall be allowed as on-premises signs.
- (6) Area of freestanding signs. The area of a freestanding sign shall be based on total road frontage of the property where the sign is to be permitted. The area shall be as follows:

Frontage (feet)	Maximum Area (square feet)
0–50	25
51–100	50
101–150	75
151–200	100
201–250	125

Frontage (feet)	Maximum Area (square feet)
251–300	150
301–350	175
351–400	200
401–450	225
451–500	250
501–550	275
551–600	300

- (7) Wall signs. Wall signs shall be regulated by the following:
- (A) Maximum area: 15% of wall area.
 - (B) Maximum height: 3 feet above building roof.
- (8) Multi-tenant signs. Multi-tenant signs shall be allowed and shall follow the requirements of subsection (6) of this section; furthermore, each sign incorporated in the total signage allowed shall be equally proportioned among the business establishments.
- (9) Height of monument signs. The height of a monument style sign, pylon sign or pole mounted ground sign shall not exceed the limits set in section 3.09.010.
- (10) Window signs. The coverage area of a window shall not exceed thirty percent (30%).
(Ordinance 2017-1 adopted 1/10/17; Ordinance 2023-07 adopted 4/25/2023)

§ 3.09.082. Maintenance.

Notwithstanding such additional restrictions as may be applicable to signs placed within the downtown district, as described in division 4 of this article, all signs shall be maintained in good structural condition, in compliance with all building and electrical codes, in conformance with this article, and subject to the following provisions:

- (1) A sign shall have no more than twenty percent (20%) of its surface area covered with disfigured, cracked, ripped or peeling paint, poster paper or other material for a period of more than thirty (30) days.
- (2) A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than fifteen (15) degrees from vertical for a period of more than ten (10) days.
- (3) A sign shall not have weeds, trees, vines or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed, for a period of more than ten (10) days.
- (4) An internally illuminated sign shall be allowed to stand with only partial illumination for a period of no more than thirty (30) days.

- (5) Flags shall not be faded, tattered or torn.
- (6) Sign illumination shall be placed and shielded so as not to directly cast light rays into nearby residences or sleeping accommodations or into the eyes of motor vehicle drivers.
- (7) All signs and sign structures shall be kept in good repair and, unless of galvanized or noncorroding metal treated with appropriate wood preservative, shall be thoroughly painted as often as necessary, consistent with good maintenance. All signs, sign structures and surrounding area shall be maintained in a safe, clean, sanitary and nonoffensive condition, and shall be kept free and clear of all obnoxious substances and rubbish. All braces, belts, clips, supporting frames, fastenings and systems shall be free from deterioration, termite infestation, rot or loosening. All signs shall be able to withstand safely at all times the wind pressure specified in this article and any other applicable ordinances of the city. If any sign is not so maintained, the code official or his/her designee shall give written notice to the owner or lessee thereof to so maintain the sign or to remove the sign.
- (8) Signs may not create a traffic hazard, and shall be constructed and maintained as follows:
 - (A) Clear sight triangle. No sign shall be erected in the clear sight triangle. Signs shall be erected so as not to obstruct or impair motor vehicle driver vision at business ingress or egress points or at street intersections.
 - (B) Other hazards. No sign shall be erected, and there shall be no lighting of signs or premises thereof, in such a manner or in such location as to obstruct the view of, or to be confused with, any authorized traffic signal, notice or control device. Signs using the word “stop,” “danger” or any other word, symbol or character in a manner which may mislead, confuse or distract the driver of a motor vehicle are strictly prohibited.
 - (C) Notwithstanding other provisions of this article, any such sign or light source constituting a traffic hazard shall be removed at the direction of the building official and/or his/her designee. If not removed by the owner or occupant of the property within ten (10) days of notice, unless otherwise deemed an immediate hazard, the building official and/or his/her designee shall cause the sign to be otherwise removed, and the cost of removal shall become a lien against the property from which it was removed until payment for removal is satisfied.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.083. Lighting.

- (a) Generally. Notwithstanding such additional restrictions as may be applicable to signs placed within the downtown district, as described in division 4 of this article, the following regulations shall apply to signs where lighting is included:
 - (1) Sign illumination shall be placed and shielded so as not to directly cast light rays into nearby residences or sleeping accommodations or the eyes of motor vehicle drivers.
 - (2) Electrical requirements pertaining to signs shall be as prescribed under the National

Electrical Code as adopted.

- (3) No sign regulated by this article shall utilize an exposed incandescent lamp with an external reflector and without a sunscreen or comparable diffusion in excess of fifty (50) watts, or unless wattage does not exceed ten (10) watts.
- (4) A higher wattage incandescent lamp may be used with no diffuser for lane open or closed designation.
- (5) No sign shall use any revolving beacon light, flashing light or strobes.
- (b) Uniformity. Lighting on signs shall be consistent throughout a project, and no sign or portion thereof shall be illuminated differently from any other sign, except as allowed otherwise in this article.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.084. through § 3.09.120. (Reserved)

DIVISION 4
Downtown District

§ 3.09.121. Prohibited signs and devices.

In addition to those signs prohibited by section 3.09.003, the following signs are prohibited within the downtown district:

- (1) Backlit signs;
 - (2) Flashing signs;
 - (3) Portable signs designed to be transported by wheels; and
 - (4) Roof signs.
- (Ordinance 2017-1 adopted 1/10/17)

§ 3.09.122. Signs not requiring permit.

- (a) Sidewalk signs. Sidewalk signs in the downtown district shall not require a permit or advance approval but shall conform to the following requirements:
 - (1) The maximum height of the sign shall be four (4) feet;
 - (2) The maximum width of the sign shall be three (3) feet;
 - (3) In addition to conforming to the requirements of section 3.09.003(a), a minimum clear sidewalk width of four (4) feet shall be maintained;
 - (4) The sign must be properly anchored or weighted against wind;
 - (5) The sign may not contain changeable letters on tracks; and
 - (6) The sign must be removed after business hours.
- (b) Banners. A banner may not exceed twenty-four (24) square feet in area.
(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.123. Construction, design and placement.

All signs placed within the downtown district shall be designed, constructed and maintained in accordance with the standards described in division 3 of this article, and in addition thereto shall adhere to the following standards:

- (1) An alley sign shall not exceed six (6) square feet in area.
- (2) An awning sign shall not exceed sixteen (16) square feet in area.
- (3) A hanging sign shall not exceed eight (8) square feet per face, and shall provide a minimum of eight (8) feet clearance between the sidewalk surface and the bottom of the sign. The sign must hang perpendicular to the facade of the building.
- (4) A projecting sign shall not exceed twenty-five (25) square feet per face, and the top of

the sign shall be located below the roofline of the building to which it is attached, the base of the sign shall be no less than eight (8) feet above the ground, and the sign shall not project more than six (6) feet from the exterior wall of the building.

- (5) A wall sign shall be limited in size as follows:
 - (A) For a sign placed on the same side as the building's primary entrance, and based upon the linear measurement of the wall containing said primary entrance, the sign shall be no more than fifteen percent (15%) of the total wall area the sign is to be placed on.
 - (B) Any sign placed on a building's secondary side or the side facing any side street not containing the primary entrance of the building shall be no larger than the size of a sign on the wall containing the primary entrance of the building.
- (6) The coverage area of a window sign shall not exceed thirty percent (30%) of the area of the window in which it is placed.
- (7) Each premises may have no more than two (2) signs and one (1) sidewalk sign for each street entrance, with the exception of the following:
 - (A) A building located on the corner of two (2) named streets may also have one (1) sign and one (1) sidewalk sign oriented to its secondary or side street frontage; and
 - (B) A building containing a public rear entrance may also have one (1) sign and one (1) sidewalk sign oriented to the rear of the building.
- (8) No sign in the downtown district shall cover or otherwise obstruct any distinctive architectural feature of the building on which it is placed or painted.
- (9) No more than thirty percent (30%) of any exterior wall of a building may be covered by signage.
- (10) Projecting signs and awnings shall be anchored to withstand 110-mile-per-hour winds, and shall be built pursuant to a plan bearing a professional engineer's calculations and seal.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.124. Approval procedure.

If a sign requiring a permit under this article is to be placed, constructed, erected or modified on a site within the downtown district, in addition to the requirements for permit described in division 2 of this article, prior approval of the downtown district advisory board must be obtained, with proof thereof submitted to the building official.

- (1) As applicant, the building owner, or, with the owner's written permission, the owner's designee, shall meet with the building official to determine the requirements for a sign to be placed, constructed, erected or modified on a site within the downtown district.
- (2) The applicant shall then complete any written application for a sign as required by the downtown district advisory board, and submit the application, with all attachments

required, to the building official for review as required by the downtown district advisory board.

- (3) The applicant shall attend such meetings as may be scheduled by the downtown district advisory board for the purpose of presenting the application for sign approval.
- (4) Upon approval by the downtown district advisory board, the applicant shall secure such permits as may be required for construction, placement or modification from the building official.
- (5) Within sixty (60) days of grant of permit from the building official, construction shall commence as described in the approved application. Work must be completed within 180 days.

(Ordinance 2017-1 adopted 1/10/17)

§ 3.09.125. District boundaries.

The area of downtown beginning at the intersection of Dr. Martin Luther King, Jr. Blvd. and Milam heading north on Milam to the intersection of Milam and Grand, thence continue heading east on Grand to the intersection of Grand and San Jacinto, thence continue heading south on San Jacinto to the intersection of San Jacinto and Dr. Martin Luther King, Jr. Blvd., thence heading west on Dr. Martin Luther King, Jr. Blvd. to the intersection of Dr. Martin Luther King, Jr. Blvd. and Milam.

(Ordinance 2017-1 adopted 1/10/17)

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: November 13, 2025

Agenda Wording: DISCUSSION AND POSSIBLE ACTION REGARDING THE
DECEMBER COUNCIL MEETING DATE AND TIME.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation: