



The City of Liberty City Council

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

Regular Meeting

~ Agenda ~

April Gilliland
City Secretary
936-336-3684

Tuesday, April 14, 2026

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

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

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. PRESENTATIONS / REPORTS

- A. Proclamation - Beach Volleyball
- B. Proclamation - Dr. Myers
- C. Bikers Against Child Abuse (BACA) Heroes Weekend Proclamation
- D. City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.
- E. Department Reports
- F. Sam Rayburn Municipal Power Agency - Mayor Hebert

G. 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. March 10, 2026
- 2. March 17, 2026

B. Consider a resolution approving a fire services agreement with Liberty County

VII. REGULAR AGENDA

A. Regular Session

- 1. Consider a presentation related to the need for Pickleball Courts
- 2. Consider adopting an Ordinance suspending the proposed rates associated with CenterPoint Energy Resources Corp.'s Gas Reliability Infrastructure Program, providing for related matters
- 3. Consider the repeal and replacement of Ordinance § 9.01.001 "Personnel rules adopted".
- 4. Consider a Resolution approving the Employee Policy Manual, providing for related matters.
- 5. Consider a Resolution awarding the bid for the park restroom and concession stand project and authorizing City Manager to negotiate and execute the contract.
- 6. Consider a Resolution regarding the solid waste collection contract with Frontier Waste Solutions
- 7. Consider a Resolution ratifying LCDC's expenditure of funds for the Rural Texas Trap Neuter Return program.
- 8. Consider a Resolution approving the purchase of an outdoor audio system for events at City Hall and ratifying the Liberty Community Development Corporation's expenditure of funds for same

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 possible 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.
5. Consider a Resolution regarding a Reimbursement Agreement for the Highlands Public Improvement District for repairs to McGuire Road.

VIII. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 8th day of April 2026. 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 _____, _____.



PROCLAMATION

WHEREAS, Harper Pavliska and Camille Harper, students at Liberty Middle School, play in the 14U Division of the Gulf Coast Volleyball Association Sand Series in Galveston; and

WHEREAS, the duo has displayed outstanding skill, determination and teamwork in the sport of beach volleyball throughout the 2025 season; and

WHEREAS, the duo has demonstrated excellence, overcoming challenges through dedication and tireless practice on the sand; and

WHEREAS, their achievements have brought recognition to their community by earning a bid to compete in the 2026 USA Volleyball Beach National Championship, to be held July 13–18, 2026, at the Virginia Beach Oceanfront in Virginia Beach, Virginia; and

WHEREAS, it is appropriate to recognize the athletes for their dedication, discipline, and perseverance; and

NOW, THEREFORE, BE IT KNOWN, that I, John Hebert, Jr., Mayor of the City of Liberty, do hereby proclaim April 14, 2026, as:

“BEACH VOLLEYBALL DAY”

in Liberty, Texas and encourage all residents to join in recognizing and celebrating Harper Pavliska and Camille Harper for their accomplishments and for representing their community with pride.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Liberty, Texas to be affixed this 14th day of April 2026.

John Hebert, Jr., Mayor
City of Liberty

ATTEST:

April Gilliland, City Secretary
City of Liberty



PROCLAMATION

WHEREAS, Dr. Ricky D. Myers and the Trinity Animal Hospital have provided outstanding veterinary care to the pets and livestock of the City of Liberty since 1978; and

WHEREAS, Dr. Myers has demonstrated exceptional dedication, compassion, and skill in treating animals and supporting the emotional and physical well-being of their owners; and

WHEREAS, Dr. Myers plays a crucial role in public health by ensuring the health of animals and educating the community on proper pet care; and

WHEREAS, the services provided by Dr. Myers strengthen the bond between humans and animals, improving the quality of life in our community;

NOW, THEREFORE, BE IT KNOWN, that I, John Hebert, Jr., Mayor of the City of Liberty, do hereby proclaim April 14, 2026, as:

“DR. MYERS APPRECIATION DAY”

in Liberty, Texas and encourage all Citizens to join me in recognizing the valuable contributions of Dr. Ricky Myers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Liberty, Texas to be affixed this 14th day of April 2026.

John Hebert, Jr., Mayor
City of Liberty

ATTEST:

April Gilliland, City Secretary
City of Liberty



PROCLAMATION

WHEREAS, the City of Liberty is pleased to join Bikers Against Child Abuse, Inc., in celebrating the last weekend of April 2026 as BACA Heroes Weekend in Texas; and

WHEREAS, Bikers Against Child Abuse is an international nonprofit organization dedicated to providing support and healing to children who have been abused; these young victims are known among the organization's members as heroes; and

WHEREAS, this exemplary organization has instituted several initiatives to champion the victims of child abuse, notably empowerment ceremonies at which an abused child is brought into the Bikers Against Child Abuse family; and

WHEREAS, it is truly fitting that a weekend be set aside to pay tribute to the bravery and determination shown by the victims of child abuse in facing and overcoming their trauma;

WHEREAS, that the City of Liberty hereby commend the members of Bikers Against Child Abuse, Inc., on their important work and their commitment to supporting the victims of child abuse and extend best wishes for a successful BACA Heroes Weekend.

NOW, THEREFORE, I, John Hebert, Jr., Mayor of the City of Liberty, Texas, on behalf of the City Council, do hereby Proclaim April 24 - 27, 2026, as:

"BIKERS AGAINST CHILD ABUSE HEROES WEEKEND"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Liberty, Texas to be affixed on this 14th day of April 2026.

John Hebert, Jr., Mayor

ATTEST:

April Gilliland, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

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

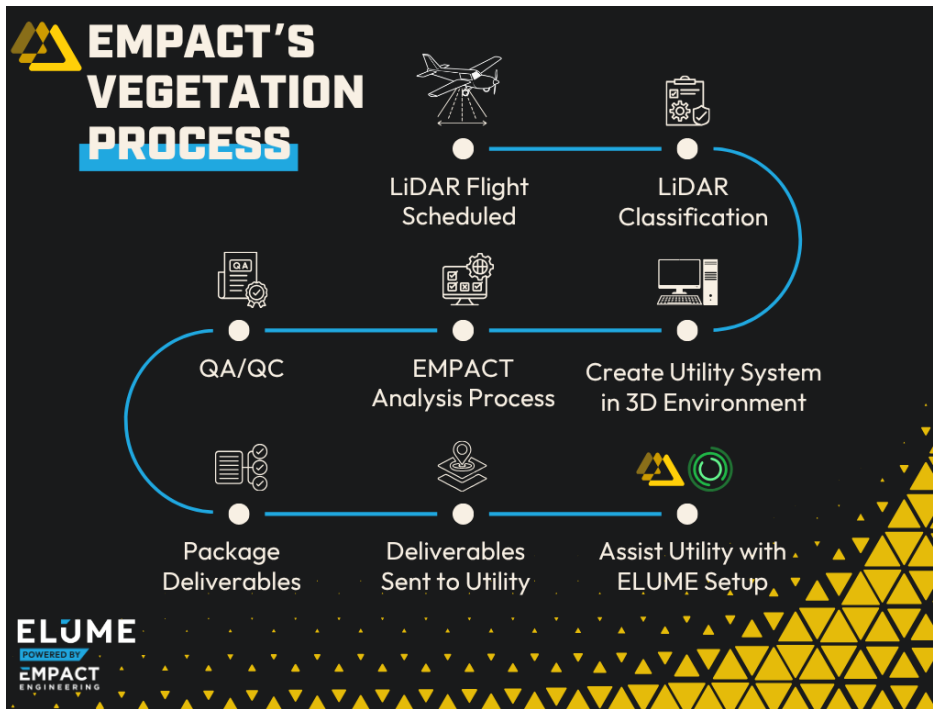
Background: This agenda item provides an opportunity for the City Manager to update the City Council and the public on key ongoing and upcoming City projects and initiatives.

Employee Service Awards

I want to thank everyone who supported the Employee Appreciation Luncheon. It was a good time to recognize the tenure of some world-class public servants that I have the pleasure of working with every day. I truly believe we have something special going on here, everyone is rowing in the same direction and we have some real momentum.

EMPACT Engineering Geospatial Report for Electric Utility:

Empact has delivered Elum (3-D Geospatial environment) and staff has begun training in the software. We expect to present information at the Strategic Planning Workshop to help us plan expenditures during the Fiscal Year 2027 budget process.



Roadway Asset Services:

Staff has accepted the data, staff is working to get up-to-date estimated costs for different types of projects. RAS has already started training staff in using the BOSS software to create budget scenarios which will be presented at the Strategic Planning Workshop to help us plan expenditures during the Fiscal Year 2027 budget process.

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

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 Tracking

VirTower LLC

13721 Jetport Commerce Pkwy, Suite 2
 Fort Myers FL 33913
 Phone +1 888 31 70 747
 virtower.com | info@virtower.com

Airport Operations

Snapshot Local Time

Start Date 03/01/2026 00:00 LT
 End Date 03/31/2026 23:59 LT

Creation 04/01/2026 09:04
 User mark_bush
 Customer ID KT78

Summary

Landings		Take-Offs		Totals	
Single Engine	633	Single Engine	648	Single Engine	1281
Single Engine Turbine	6	Single Engine Turbine	6	Single Engine Turbine	12
Multi Engine	15	Multi Engine	15	Multi Engine	30
Multi Engine Turbine	4	Multi Engine Turbine	5	Multi Engine Turbine	9
Business Jet	2	Business Jet	2	Business Jet	4
Helicopter	5	Helicopter	14	Helicopter	19
Military Helicopter	8	Military Helicopter	8	Military Helicopter	16
TOTAL	673	TOTAL	698	TOTAL	1371

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	650	A1	663	A1	1313
A2	1	A2	1	A2	2
B1	4	B1	6	B1	10
B2	4	B2	4	B2	8
HEL	13	HEL	22	HEL	35
UKN	1	UKN	2	UKN	3
TOTAL	673	TOTAL	698	TOTAL	1371

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										
AG5B	2	KODI	12	BE18	2	B350	8	C25M	2									EC30	1
BE35	8			BE58	2	BE10	1	C525	2									EC45	16
BE36	8			C310	2													R44	2
BEAR	12			C421	3														
BL8	2			DA42	19														
C150	21			PA30	2														
C170	2																		
C172	433																		
C180	10																		



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 User mark_bush
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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
C182	36								
C206	2								
C210	7								
CH7B	2								
DA40	5								
EAGL	4								
M20	6								
M20P	4								
MOR2	6								
MR35	2								
P28A	85								
P28R	2								
PA24	2								
PA28	504								
PA32	2								
PA46	8								
PP3	2								
RV10	4								
RV12	2								
RV14	2								
RV4	4								
RV6	6								
RV7	2								
RV8	2								
SR20	5								
SR22	8								
TB 9	3								
Others	66								

Military	Military Helicopter	Light Sport Aircraft	Glider	UAV	Blimp	Balloon	GND Emergency	GND Vehicle A	Other
	AS65	16							

Activity Summary

LANDING RWY 16	578
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mark_bush

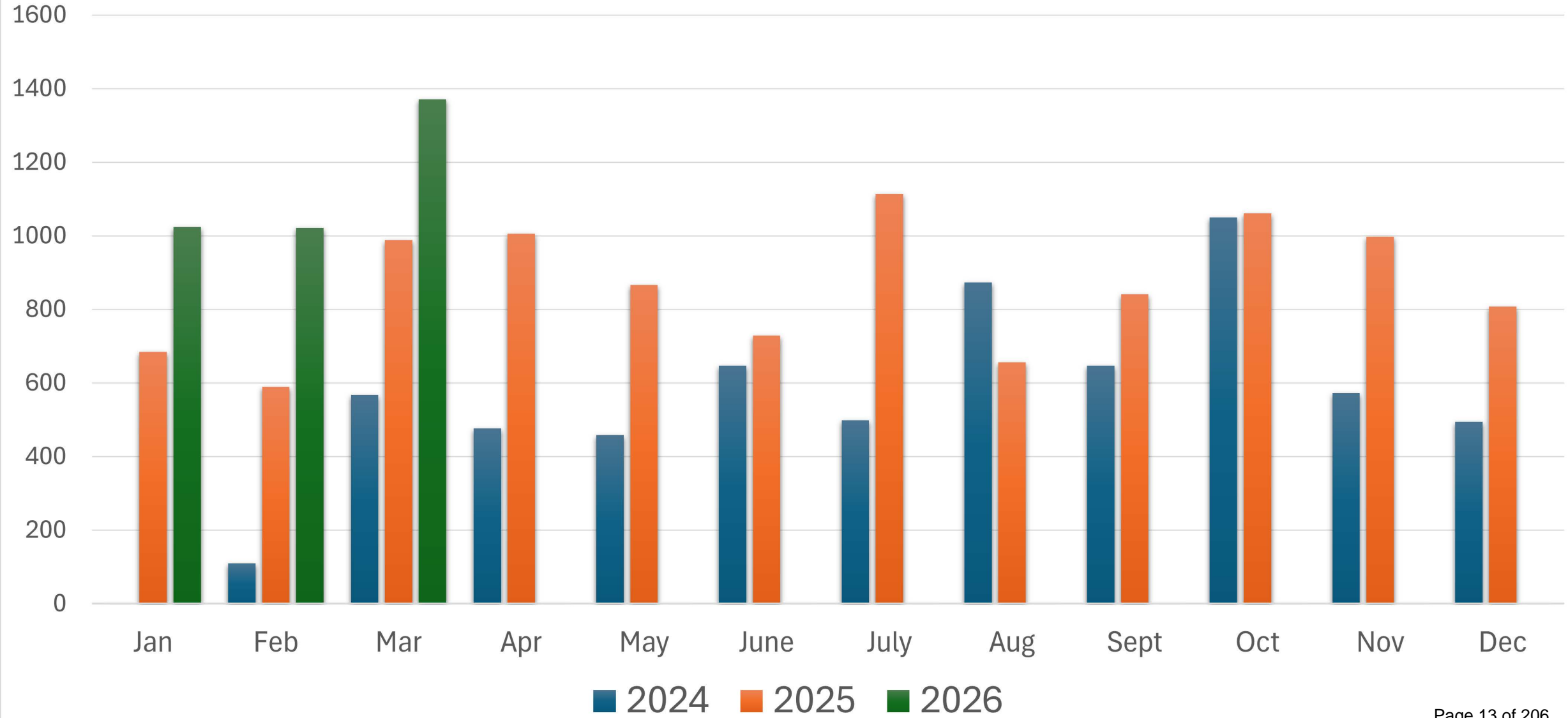
Customer ID

KT78

LANDING RWY 34	95
SELF FUEL	184
TAKEOFF RWY 16	591
TAKEOFF RWY 34	107
T&G RWY 16	225
T&G RWY 34	35
T-HANGARS	16

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

Total Flight Activity



CODE ENFORCEMENT MONTHLY REPORT

MARCH 1, 2026 to MARCH 31, 2026

<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								
26-003	2/24/26	Wells	Sharon	1616 Kipling Liberty, TX 77575	LITTER	1st NOV- HANGER		CLOSED- CLEARED BY OWNER CLOSED- CLEARED BY CITY
26-008	3/24/26	Daniels	Susan	Independence- ID#56897 Liberty, TX 77575	LITTER	1st NOV- Mail		
HIGH GRASS								
25-088	8/4/25	Rodriguez	Rodolfo	1834 N San Jacinto Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		CLOSED- CLEARED BY CITY CLOSED- CLEARED BY CITY CLOSED- CLEARED BY CITY CLOSED- CLEARED BY CITY
25-089	8/5/25	Rubit	Ronnie	609 Washington Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		
25-094	8/12/25	Turner	Joyce	1015 Lamar Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		
25-100	9/3/25	Davis	Richard	901 MLK & MLK- ID#127680 Liberty, TX 77575	HIGH GRASS	3rd NOV & POSTED		
STOP WORK ORDER								
RV VIOLATIONS								
23-109V	7/20/23	Multiple	Owner	311 Riverbend Rd. Liberty, TX 77575	LIVING IN RV	3rd NOV & POSTED	3/3/26	OPEN

25-005V	6/11/25	Falke	George	3023 Grand Liberty, TX 77575	LIVING IN RV	VERBAL	1/8/26	OPEN
26-005V	2/25/26	Dubois	Calvin	1409 Webster Liberty, TX 77575	LIVING IN RV	1st NOV- HANGER	3/25/26	OPEN

DILAPIDATED PROPERTY

24-095	10/3/24	Winni's	Hair Studio	120 Alabama Liberty, TX 77575	DILAPIDATED PROPERTY	Working on Warrant	3/6/26	OPEN
25-040	5/15/25	Mitchell	Aurelia	311 Riverbend Rd. Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	1/13/26	OPEN
25-082	7/22/25	McCarty	Michael	134 McMannus Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	3/23/26	OPEN
25-097	8/25/25	Tabers	Michael	2721 Cos Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	4/14/26	OPEN
26-002	2/24/26	Rubio	J Ciro	2713 Cornell Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	3/24/26	OPEN
26-004	2/24/26	Hemus	Elissa	1515 Lakeland Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	4/3/26	OPEN
26-006	3/2/26	Chavira	Jobina	114 Tanner Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	4/16/26	OPEN
26-007	3/19/26	Johnson	Oletta	Avenue J-ID#55751 Liberty, TX 77575	DILAPIDATED PROPERTY	1st NOV- Mail	4/20/26	OPEN

SIGN ORDINANCE VIOLATIONS

MULTIPLE VIOLATIONS

25-074	7/15/25	Ortiz	Raul	2757 Cos Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- HANGER	1/16/26	OPEN
26-001	1/14/26	Fregia	Dustin	2422 Hollywood Liberty, TX 77575	MULTIPLE VIOLATIONS	1st NOV- HANGER		CLOSED
26-005	2/25/26	Overbay	Jay	150 Lone Oak Liberty, TX 77575	MULTIPLE VIOLATIONS	VERBAL	3/24/26	OPEN

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>
25-006V	6/4/25		Terrell	Craig	9/29/2025	924 Sam Houston Liberty, TX 77575		OPEN
25-020V	11/20/25	May-15	Smith	Terry	2/13/2026	311 Riverbend Liberty, TX 77575	TZS449	OPEN
25-022V	11/20/25	Aug-20	Driskill	Benny	2/13/2026	311 Riverbend Liberty, TX 77575	DLZ2649	OPEN
26-001V	1/23/26	May-25	Hipp	David	4/13/2026	1122 N Travis Liberty, TX 77575	MVW6627	OPEN
26-002V	1/22/26		Taylor	Patrick		6010 N Travis Liberty, TX 77575		CLOSED
26-003V	3/23/26	Dec-25	York	Wendy	4/22/2026	200 East St. Liberty, TX 77575	MTV6971	OPEN
26-004V	1/29/26	May-25	Sifuentes	Victor		1301 Lamar Liberty, TX 77575	VTS5789	CLOSED

26-006V	2/24/26				3/25/2026	1805 Reese Liberty, TX 77575		OPEN
26-007V	2/25/26				3/25/2026	205 Avenue I Liberty, TX 77575		OPEN
26-008V	2/26/26				3/26/2026	1603 Cypress Liberty, TX 77575		OPEN
26-009V	3/2/26	Mar-20	Albear	Maria	4/1/2026	132 Tanner Liberty, TX 77575	CA56186	OPEN
26-010V	3/2/26				4/1/2026	128 Tanner Liberty, TX 77575		OPEN
26-011V	3/3/26				4/2/2026	1210 Minglewood Liberty, TX 77575		OPEN
26-012V	3/17/26	Jan-26	Marroquin	Marcus	4/16/2026	2223 & 221 MLK Liberty, TX 77575	KFS2803	OPEN

OPEN

<i>Case Type</i>	<i>Began</i>	<i>Closed</i>	<i>OPEN</i>
LITTER	2	2	0
HIGH GRASS	4	4	0
STOP WORK ORDER	0		0
RV VIOLATIONS	3		3
DILAPIDATED PROPERTY	8		8
SIGN ORDINANCE VIOLATIONS	0		0
MULTIPLE VIOLATIONS	3	1	2
JUNK MOTOR VEHICLE	14	2	12
			0
TOTAL CASES	34	9	25

<u>Bandit signs collected this month:</u>	11
<u>Number of citations issued this month:</u>	

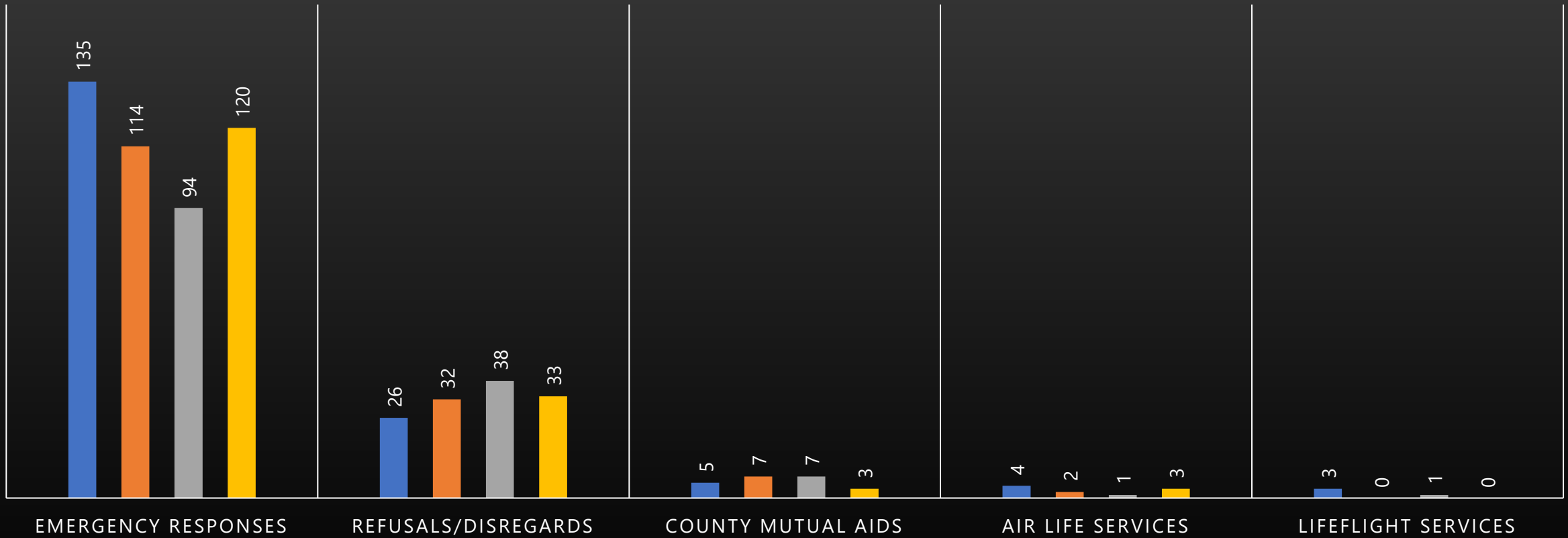
Liberty Fire

- March Monthly
- Report



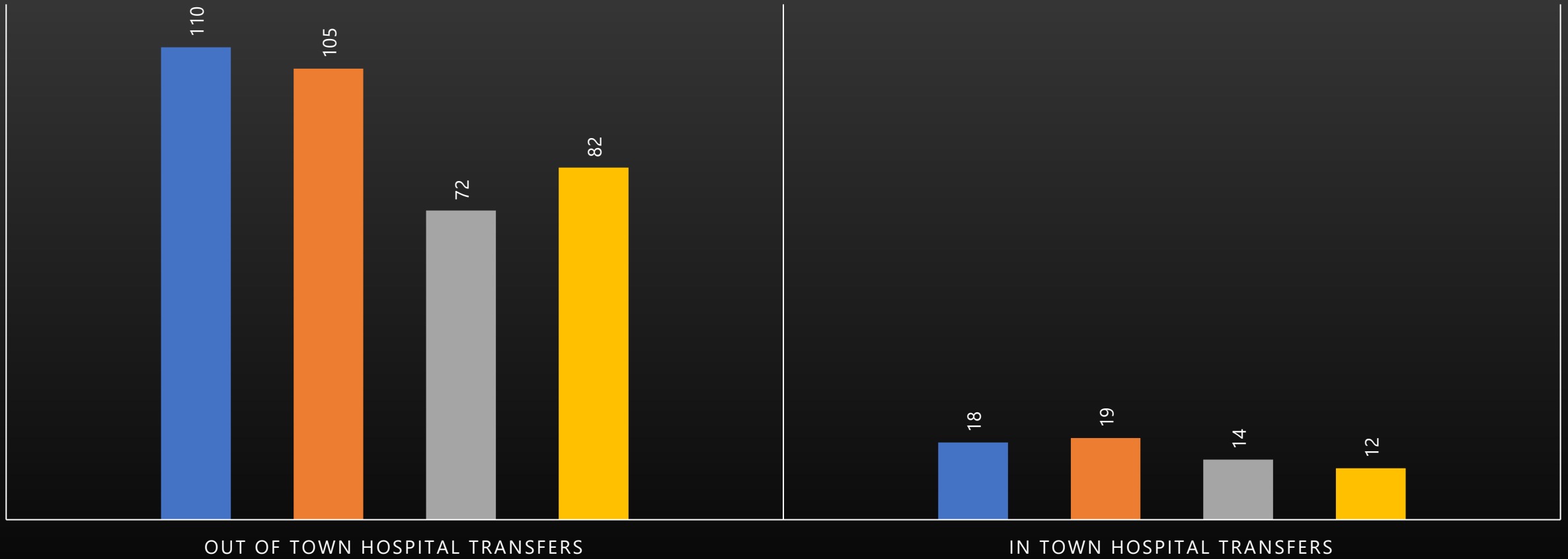
EMS Calls: 253

■ Dec-25 ■ Jan-26 ■ Feb-26 ■ Mar-25



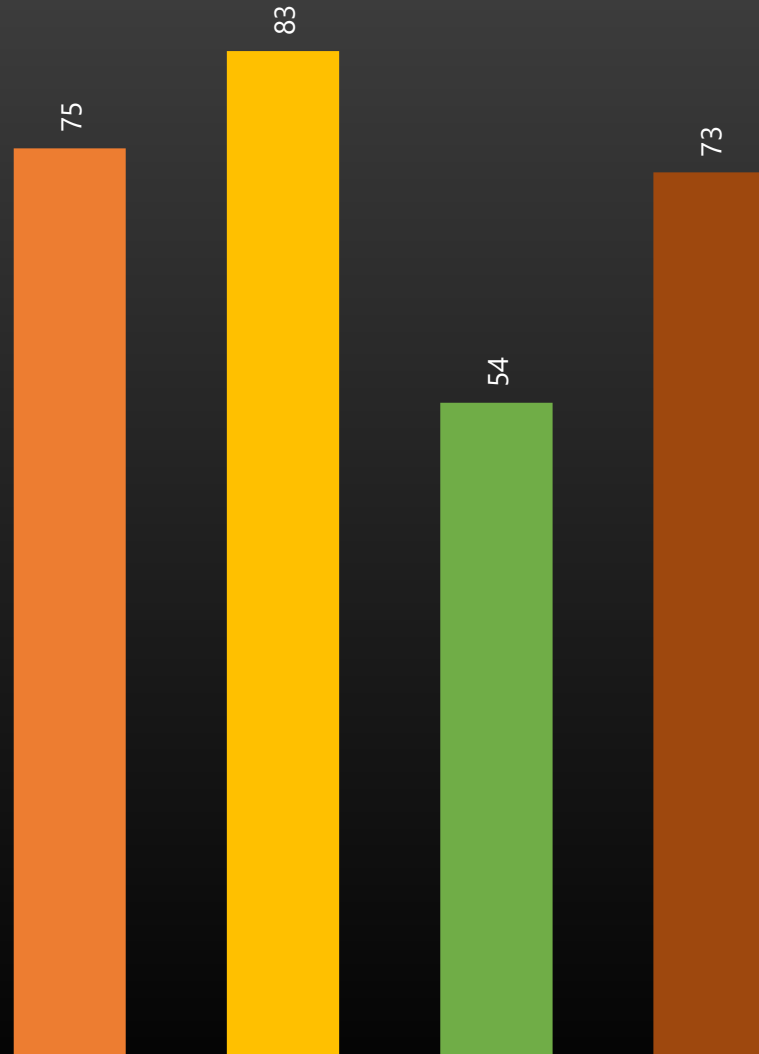
EMS Transfers

■ Dec-25 ■ Jan-26 ■ Feb-26 ■ Mar-25

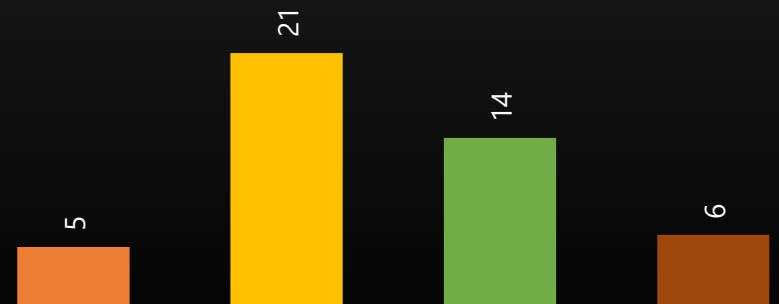


Fire Calls: 79

Dec-25 Jan-26 Feb-26 Mar-26



CALL WITH IN THE CITY



MUTUAL AID FOR THE COUNTY

"A" SHIFT

- Raising the Flag for LYBA Opening Day
- Extrication Training
- Tool Maintenance



“B” Shift

- MVA on HWY 90.
- Aerial training.
- Tuesday night dump tank training with the volunteers.



"C" Shift

- Cutting curbs!
- Shift dinner.
- Getting Flag ready for LYBA opening day.
- Z-Rig training.





- James Gaus 5 years of service
- Extrication Tool training on Tuesday night
- Misty Dulaney 20 years of service
- Dump Tank Training

March 2026 Golf Course Report

March 2026

Cut trees 4 with dead tops that were dropping limbs

Solid tine greens

Spraying Herbicide to select fairways

Spraying Herbicide in native areas

3.2 inches of rain recorded at the golf course this month

Pro Shop Report

Attached are detailed reports from:

March 2025 receipts were \$66,779.93 compared to March 2026 receipts of \$79,332.48 showing a **16% increase in revenue** for the month of March compared to previous year. HOWEVER, we have invoiced \$14,329.00 for School Tournaments played in March that haven't been received by the end of March. This means that the report does not show 8 days of revenue. This translates to 29% actual increase for March. These funds should arrive in April and be shown in the April report.

Rounds played previous March. – 1804 Rounds played current March. – 2407, including tournaments (26%) increase

March 2026, we had 3 days closure.

March hosted 10 tournament days. We have surpassed our projected(budgeted) tournament receipts already for the fiscal year.

These are a few emails we received from coaches of schools in the Houston Area that came here for District tournaments we hosted for both boys and girls....

Cole Sanders<cole.sanders@cvisd.org>

Scott Neal

Thank you for hosting our 23-6A District Golf Tournament. You truly have an amazing team at your course. Every worker we encountered over the 4 days was extremely helpful, appreciative and a true pleasure to interact with. The course conditions were also top notch. Prior to this season, it had been a decade or more since I had been to Liberty GC. The course is in the best shape ever! Thank you and I look forward to seeing you again soon!

Arthur Prevost<arthurprevost15@gmail.com>

Scott Neal

Scott,

Thanks for allowing us to use your facilities for both the girls and the district golf. Having grown up in the area and always hearing about the course it was great to experience the great hospitality. You and your staff did an amazing job. The city of Liberty has someone who cares about relationship with you in charge. From the Check-in person to the grounds keeper everyone treated us like "royalty ". We look forward to a lasting relationship. Thanks for treating the city guys special, we country folk know how to do it .

Arthur Prevost

Assistant AD

Head Golf Coach

CE King High School

“Carpe Diem”

Susan Willis<Susan.Willis@humbleisd.net>

Scott Neal

Thank you so much for allowing us to host our district golf tournament at Liberty Municipal! The course was in great shape and the hospitality was amazing. I am seriously considering a membership once I retire! We can't wait to come back next year!

Sincerely,

--

Susan K. Willis, M.Ed.

TAMU Class of '84

Asst. Athletic Coordinator

Head Girls Golf

Kingwood High School

Susan Willis<Susan.Willis@humbleisd.net>

Scott Neal

Thank you so much for allowing us to host our district golf tournament at Liberty Municipal! The course was in great shape and the hospitality was amazing. I am seriously considering a membership once I retire! We can't wait to come back next year!

Sincerely,

--

Susan K. Willis, M.Ed.

TAMU Class of '84

Asst. Athletic Coordinator

Head Girls Golf

Kingwood High School

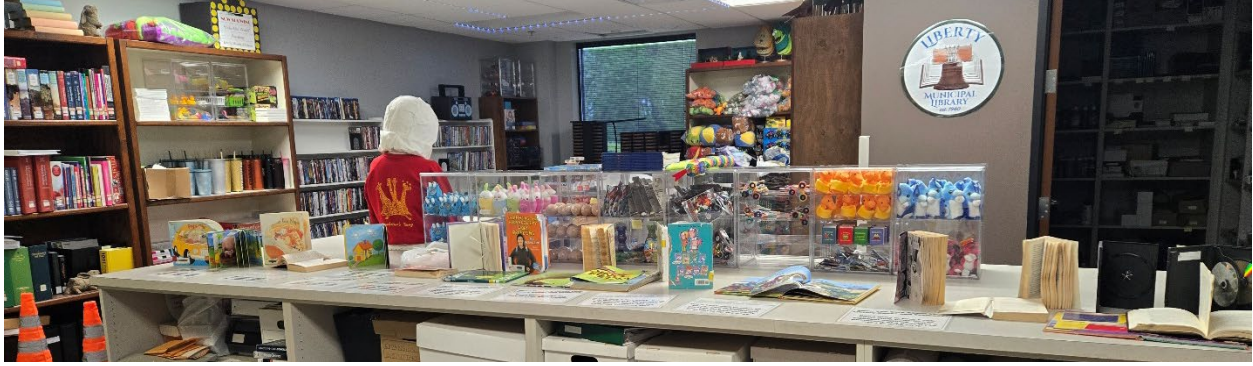
Liberty Municipal March 2026 Report

The library has sprung forward this month and returned to 10-6 p.m. hours Monday through Thursday. The library will keep these hours, barring holiday schedules, until the time changes in the fall.

Ann Rogers, our dedicated volunteer, is offering free adult computer classes once again this spring. Classes fill up quickly and are on a first-served basis.

This month the spring tour season began at the library. School and daycare tours lead up to the library's annual main event, the summer reading program. Mother's Day out visited the library on March 24th with 40 children and 14 adults divided into 2 tours. Children's Librarian, Gail Williamson, took the children and adults on a guided tour of the library through the staff work area where everyone got to see behind the scenes. A special display was set up to show the children about what to do if you see a damaged book and about the proper care needed for library materials. The children and teachers were then guided upstairs to have a special story read to them upstairs in the Story Time area.





MARIO Day was celebrated this month beginning on March 10th through March 14th at the library with a scavenger hunt, crafts, and prizes. This 5-day long event brought in 152 participants of all ages. Administrative Assistant Maggie Varela created the scavenger hunt while the staff researched the various types of takehome crafts and games. Library Director Amber Ursprung utilized the library's 3D

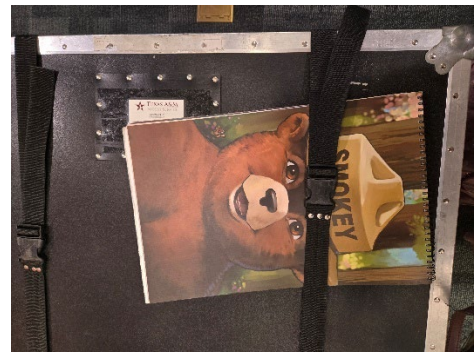
printer to create Mario inspired keychains, bookmarks, and coin tokens. The Friends of the library approved the purchase of bags and scavenger prizes for the event. All staff were on hand to help with this scavenger hunt. Everyone who participated had a wonderful time. In honor of Mario Day, the library hosted its first movie using a new screen purchased with Trust Funds and the new projector received through the library's LIFI grant. 37 people were able to enjoy watching the movie in the theatre.

The Friends of the Library held their traditional Book Sale in the stead of Jubilee, renamed the Spring Book Sale for a second year with 61 people in attendance for the sale. The sale ended with \$702 in purchases.

In partnership with Ross Meche, the library has displayed Liberty ISD student artworks in the foyer of the library this month. The works on display are just some of the artworks entered by Liberty ISD art students into the Houston Livestock Show & Rodeo Art Competition in January 2026. Be on the look out for future art displays.

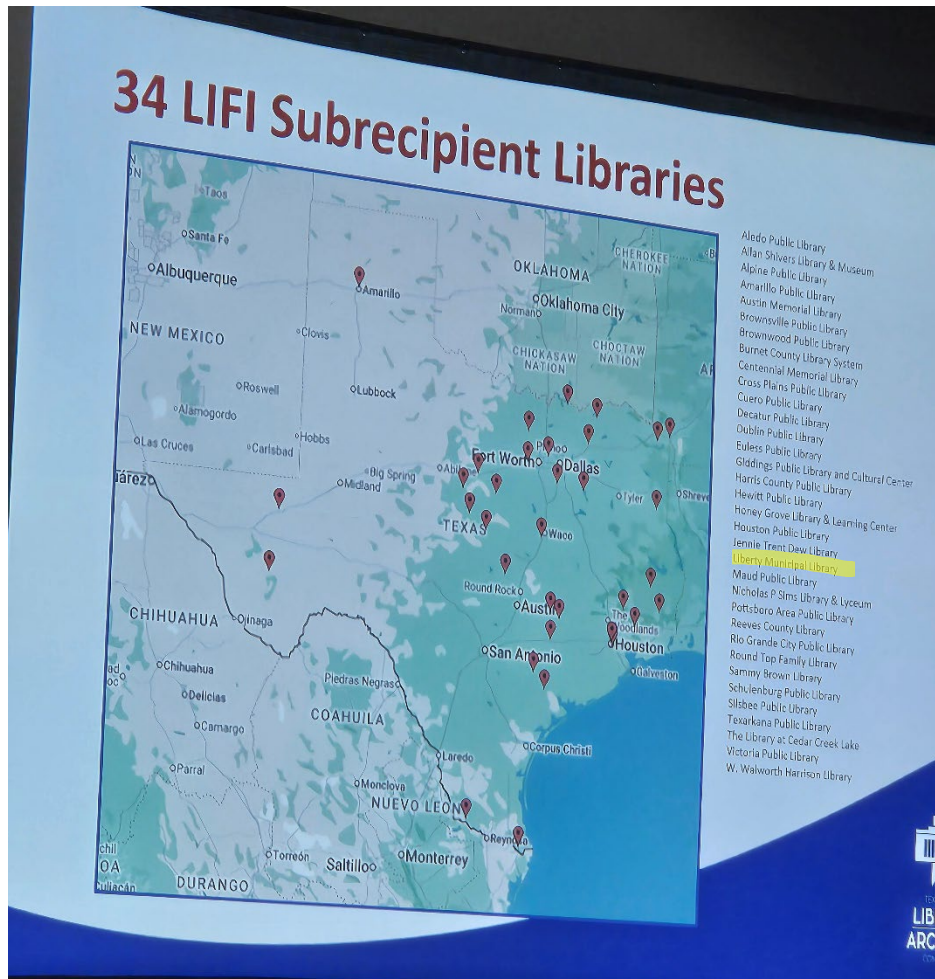
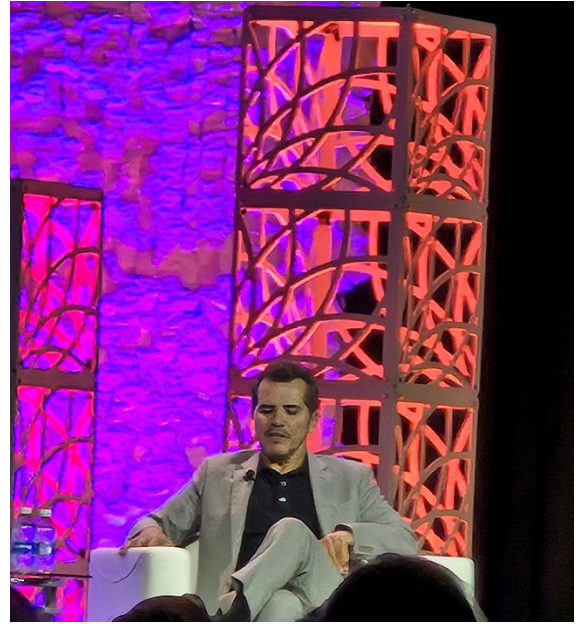


Smokey the Bear returned to the library this year for Story Time on March 25th. Smokey the Bear made the visit to the library along with Brie from the Texas A&M Forest Service. The library is grateful for our continued partnership with the Texas A&M Forest Service to bring forest fire safety knowledge to our 51 story timers and their families.



Administrative Assistant, Maggie Varela and Library Director, Amber Ursprung attended their second Texas Library Association (TLA) Conference though their first held this year in Houston, Texas. The conference spanned over three days beginning Sunday, March 29 through Tuesday, March 31. Children's Librarian, Gail Williamson attended the conference on Sunday, March 29 and Technical Services Clerk, Maribel Martinez attended the conference on Monday, March 30. For both Gail and Maribel this was their first time attending the conference. The conference hosts numerous classes, vendors, author talks, and many possibilities for networking opportunities. Maggie and Amber were also able to attend an in-person meeting with other LIFI grant recipients on the first day of the conference. During the conference, library staff members collected **213 free books worth** a total of **\$3,860.38**. The Friends of the Liberty Municipal Library also generously agreed to the purchase of up to \$500 in purchased materials while at the conference. Thanks to the Friends amount the library purchased 81 books worth \$1,999.30. This conference is a great opportunity for library staff and we are grateful to the city and council for allowing library staff the ability to further our knowledge to better serve our community.





Liberty Municipal Library Monthly Report October through March 2026

Circulation	October	November	December	January	February	March
Spanish Materials Circulation	66	15	13	18	26	45
Total Adult, Teen & YA Circulation All Formats	1,367	1,088	975	1,159	1,016	1,126
Total Juvenile Circulation All Formats	1,249	814	731	874	899	948
Total Circulation All Formats	2,616	1,902	1,706	2,033	1,915	2,074
Reference Services						
In-house Reference	207	241	147	184	215	235
Telephone Reference	108	86	98	79	99	153
Public Computer Assistance	134	143	118	124	117	156
Collection Statistics						
Total Volumes in Collection	49,562	49,667	49,674	49,512	49,671	49,610
Total Titles in Collection	70,199	70,333	70,592	70,554	70,816	70,893
Cataloging						
Books Cataloged	0	96	50	86	99	0
DVD/ Blu-Rays Cataloged	19	0	3	0	0	10
Audiobooks & Music CDs Cataloged	0	0	0	0	0	0
Periodicals Cataloged	25	9	0	91	0	0
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	17	13	15	12	11	21
Story Time Programs	4	3	5	4	4	4
Story Time Attendance	52	35	40	37	40	105
Misc. Children's Programs/Tours	3	1	1	1	3	7
Msc. Children's Programs/Tours Attendance	78	11	188	75	125	243
Adult Programs Attendance	32	30	9	22	16	125
YA/Teen Programs Attendance	0	2	25	0	0	0
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	2,380	2,367	2,369	2,356	2,328	2,309
Total Active Accounts Out-of-City Patrons	3,704	3,683	3,689	3,655	3,628	3,613
Total Volunteers	8	1	12	7	10	8
Total Volunteer Hours	19	6	62	22.25	53.25	64
Patron Visits Count	1,892	1,723	2,294	1,604	2,284	2,400
Public Use Technology						
Wireless Users	67	55	45	184	450	85
Hours of Patron Wireless Use	22	29	24	69	83	48
Public Computers Users This Month	194	178	188	194	210	237
Hours of Patron Computer Use	115	111	106	113	130	128
Website Sessions: Online Catalog	2,537	13,816	2,016	2,159	2,575	1,233
Social Media Sessions: Facebook, Instagram	944	1,053	2,693	628	657	1,195

Liberty Municipal Library Volunteer Report for the Month of March 2026																																	
	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																					5.00												5.00
Daniel, Hannah																																	0.00
Davis, Beverly																					5.00	3.50											8.50
Dominguez, Hannah			3.50					3.50		3.50							3.50						3.50										17.50
Harbour, Cathy																					2.00	2.00										4.00	
Hammer, Theresa																																	0.00
Lawrence, Lindsay																																	0.00
Minchew, Sammie																																	0.00
Pickett, Sandy																					5.00	2.00											7.00
Stratton, Gloria																					2.00												2.00
Sundgren, Gary																					5.00	5.00											10.00
Sundgren, Stacy																					5.00	5.00											10.00
Total for month																																	64.00

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
MARCH 2026

<u>PLAN REVIEW</u>	
# of Plans Reviewed	12
<u>BUILDING PERMITS</u>	
Commercial Building Permits - New	2
Commercial Building Permits - Renovation/Remodel	5
Commercial Building Permits - Addition/Expansion	2
Residential Building Permits- New (Manufactured Homes)	
Residential Building Permits - New (Single Family)	1
Residential Building Permits - New (Multi-Family)	
All Other Permits Issued	70
<u>CERTIFICATE OF OCCUPANCY</u>	
Commercial C of O's Issued	3
TOTAL	83
<u>FEE REVENUE</u>	
Permit Fee Revenue	\$13,546.00
Tap Fee Revenue	\$2,100.00
TOTAL:	\$15,646.00

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
MARCH 2026

BUSINESS NAME	ADDRESS	PERMIT TYPE
PLC CONSTRUCTION	4997 HWY 146	ELECTRICAL
APPLIED REFACTORY	713 DR MLK JR DR	BUILDING
EMPIRE LIBERTY PROPERTY	1809 MONTA	DRIVEWAY/PARKING
EMPIRE LIBERTY PROPERTY	1809 MONTA	REMODEL
LIBERTY MED SPA	721 MAIN STREET	CERTIFICATE OF OCCUPANCY
GAME STOP	1501 HWY 90, STE B	UTILITY TAP
AXIS HIDE CO	2816 N MAIN	CERTIFICATE OF OCCUPANCY
PLC CONSTRUCTION	4997 HWY 146	PLUMBING
EZEE FIBER	2121 TRINITY	ROW
WAFFLE HOUSE	1711 HWY 90	ELECTRICAL
EZEE FIBER	2121 TRINITY	ELECTRICAL
RICE THEORY KITCHEN	1702 N MAIN	CERTIFICATE OF OCCUPANCY
DIVINE INTEGRITY	1211 N MAIN	ELECTRICAL
WAFFLE HOUSE	1711 HWY 90	PLUMBING
LIBERTY MED SPA	721 MAIN STREET	PLUMBING
RICE THEORY KITCHEN	1702 N MAIN	MECHANICAL
LIBERTY RANCH SUBDIVISION	LIBERTY RANCH REPLAT- SECTION 1	PLAT
PLC CONSTRUCTION	1100 FM 3361	PLUMBING
LIBERTY MED SPA	723 MAIN	SIGN
R&E PORTABLE BUILDINGS	1007 CONFEDERATE	PLUMBING
TIDAL WAVE	3109 N MAIN	PLAT
PLC CONSTRUCTION	4997 HWY 146	MECHANICAL
OPEN HOUSE MINISTRIES	3605 N MAIN	ADDITION/REMODEL
AMERICAN WELDING AND GAS	205 GEORGIA	3 SIGNS
TRACY WILLIAMS - STATE FARM	1710 N MAIN	BUILDING
INGLESIA DE CRISTO	3301 BEAUMONT	ELECTRICAL

CITY OF LIBERTY
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT
MARCH 2026

BUSINESS NAME	ADDRESS	PERMIT TYPE
SENERGY PETROLEUM LLC	424 HWY 90	PLUMBING
SKY NAILS	2015 HWY 146 BYPASS	PLUMBING (GAS TEST)
JEHOVAHS WITNESS CHURCH	3716 HWY 90	PLUMBING
RICE THEORY KITCHEN	1702 N MAIN	ELECTRICAL
JEHOVAHS WITNESS CHURCH	3716 HWY 90	ELECTRICAL

LIBERTY POLICE DEPARTMENT

- MONTHLY REPORT
- MARCH 2026





CITY OF LIBERTY
POLICE DEPARTMENT

1906 LAKELAND DR.

POLICE
CITY OF LIBERTY

POLICE
CITY OF LIBERTY

911

LIBERTY POLICE DEPARTMENT

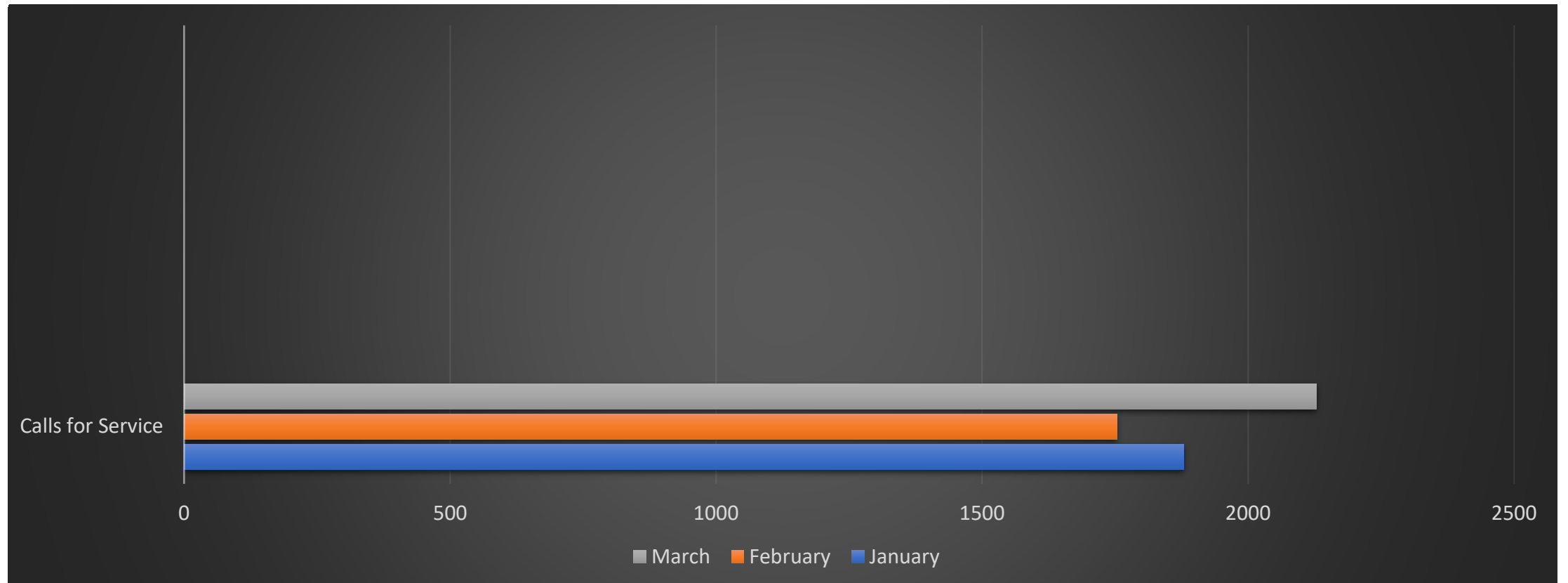
- CALLS FOR SERVICE 2128
- OFFENSES REPORTED 50
- OFFENSES CLEARED 46
- TRAFFIC CITATIONS 71
- WARNING TICKETS 212
- TRAFFIC ACCIDENTS 33
- ARRESTS 17
- ANIMALS HANDLED 43
- ALARM CALLS 47
- AMOUNT RECOVERIES \$ 275.00



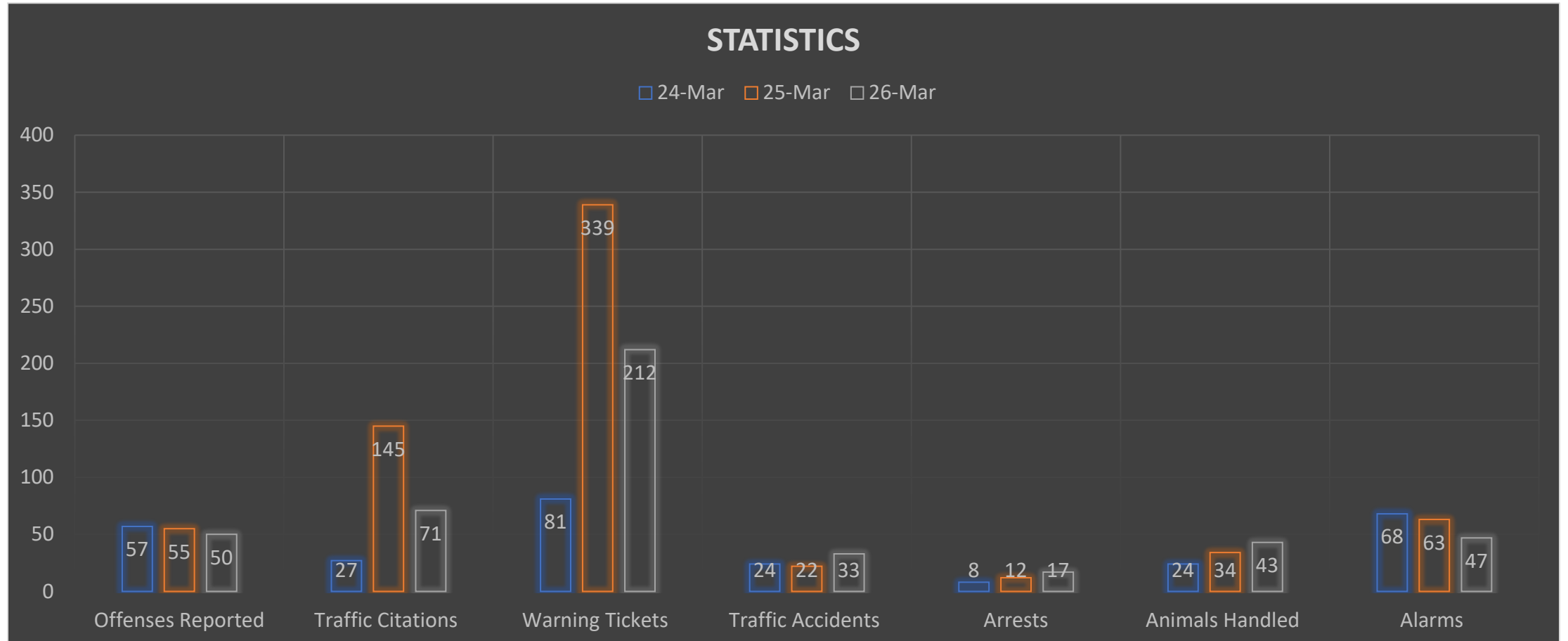
- Dianna Harris along with the CID Division has audited 66 boxes full of cases ranging from 2014 thru 2023. We have turned these boxes in to City Hall to be scanned/destroyed.
- We have re-located two speed monitors to San Jacinto and Bowie.
- CID, Command Staff, and Patrol have qualified with and are now carrying the new Glock handguns.
- Were currently updating our Criminal charges within RMS.
- Dianna Harris is preparing Evidence from Cases for Destruction.
- We have added the Equinox for Assistant Chief Cummins to our fleet.



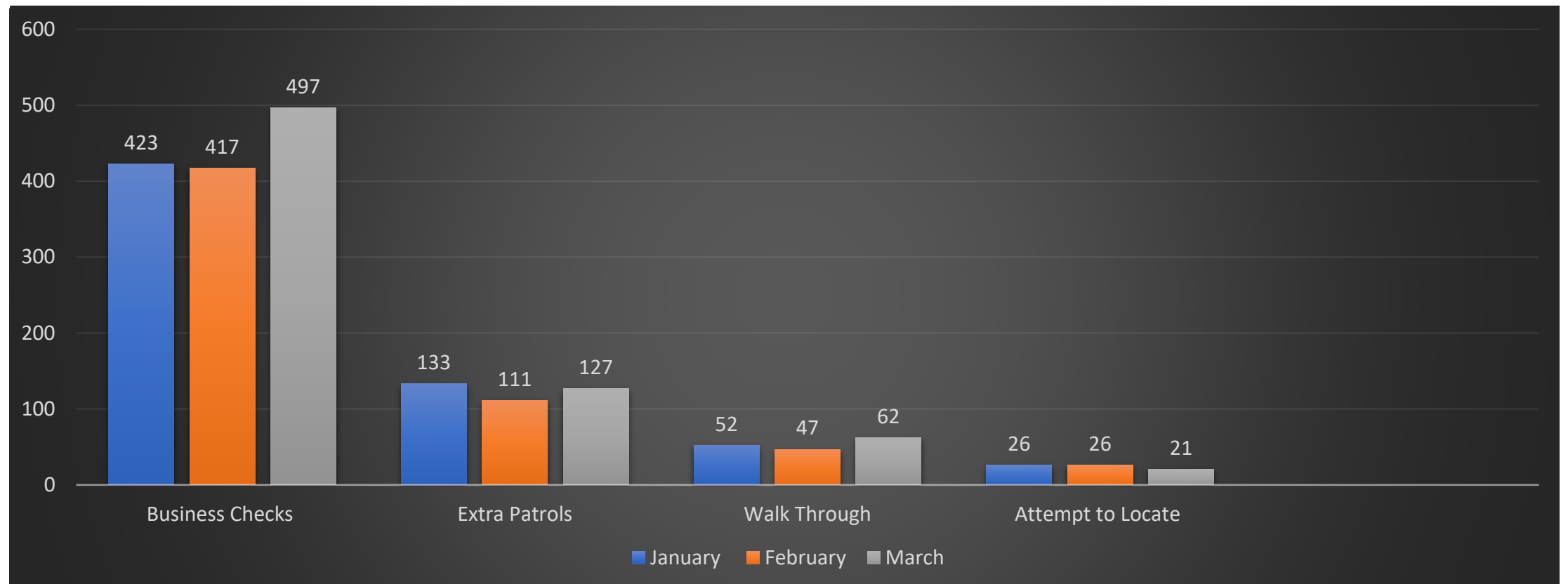
CALLS FOR SERVICE



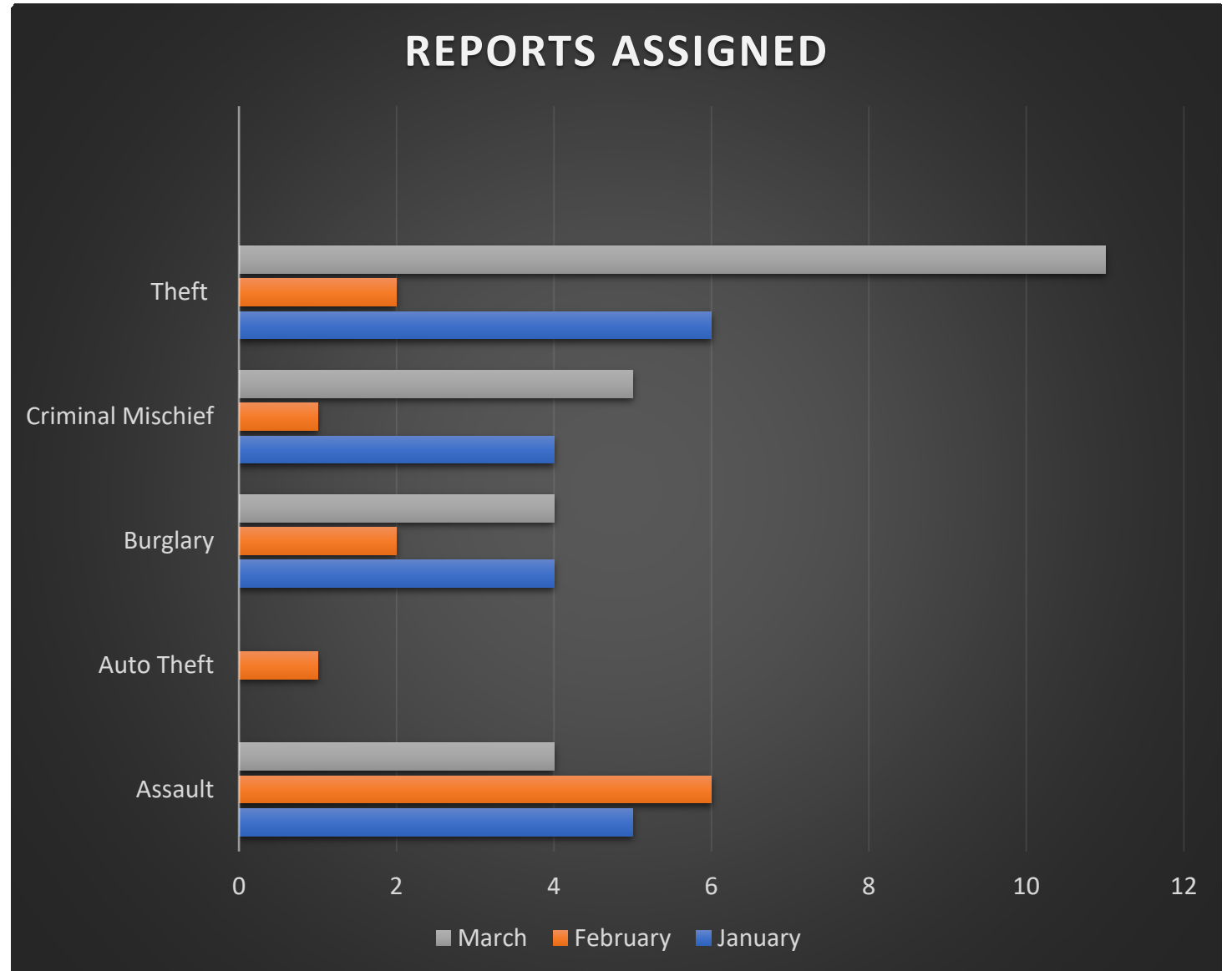
YEAR BY YEAR COMPARISON



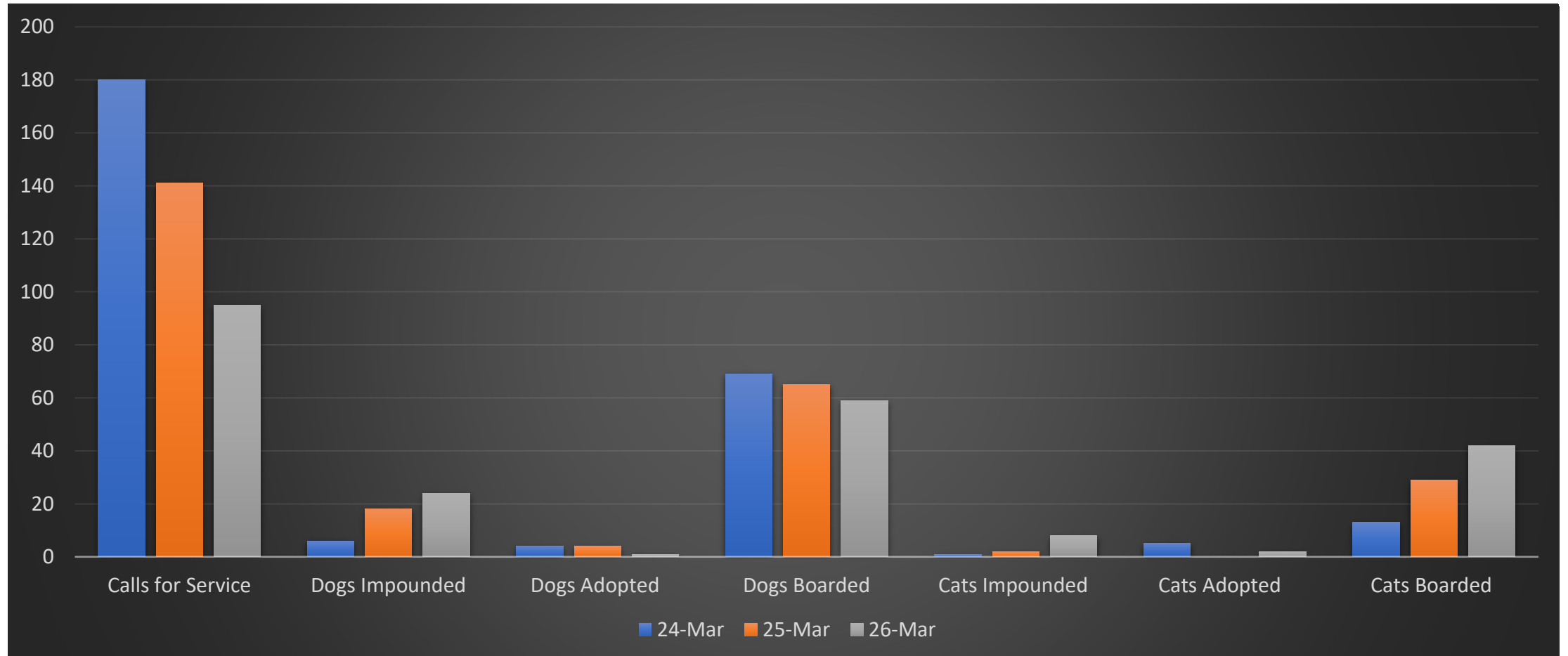
PROACTIVE POLICING



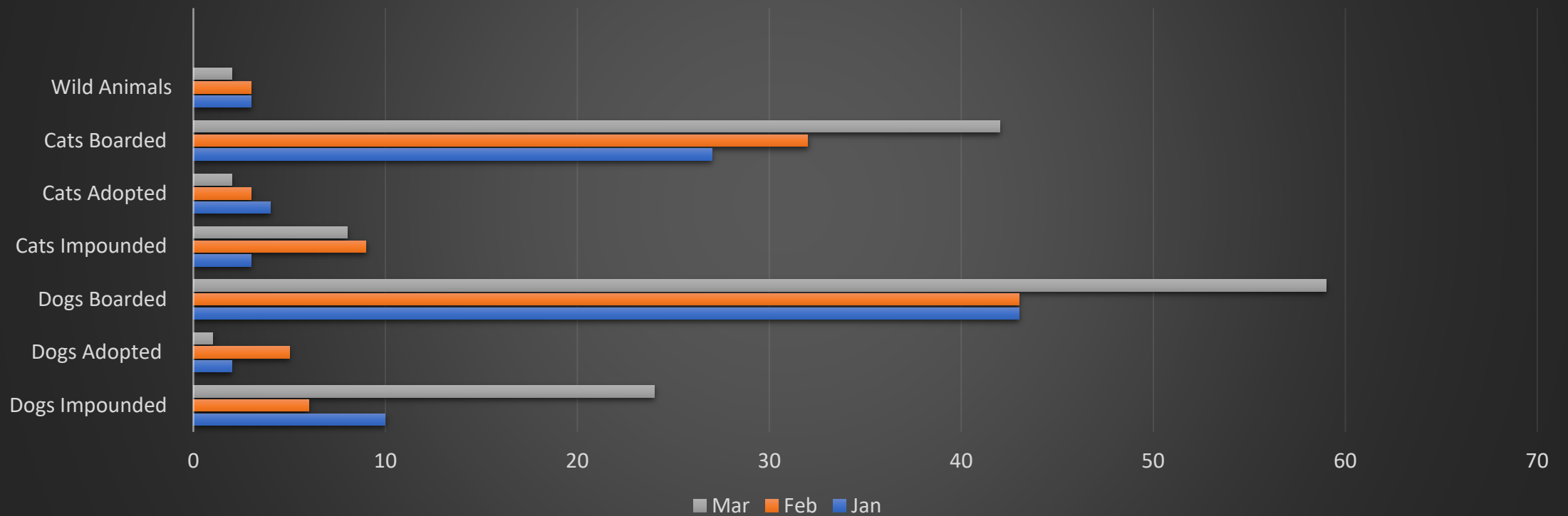
DETECTIVE DIVISION SUMMARY OF ACTIVITY



Animal Shelter Year by Year Comparison



ANIMAL SHELTER MONTHLY STATS

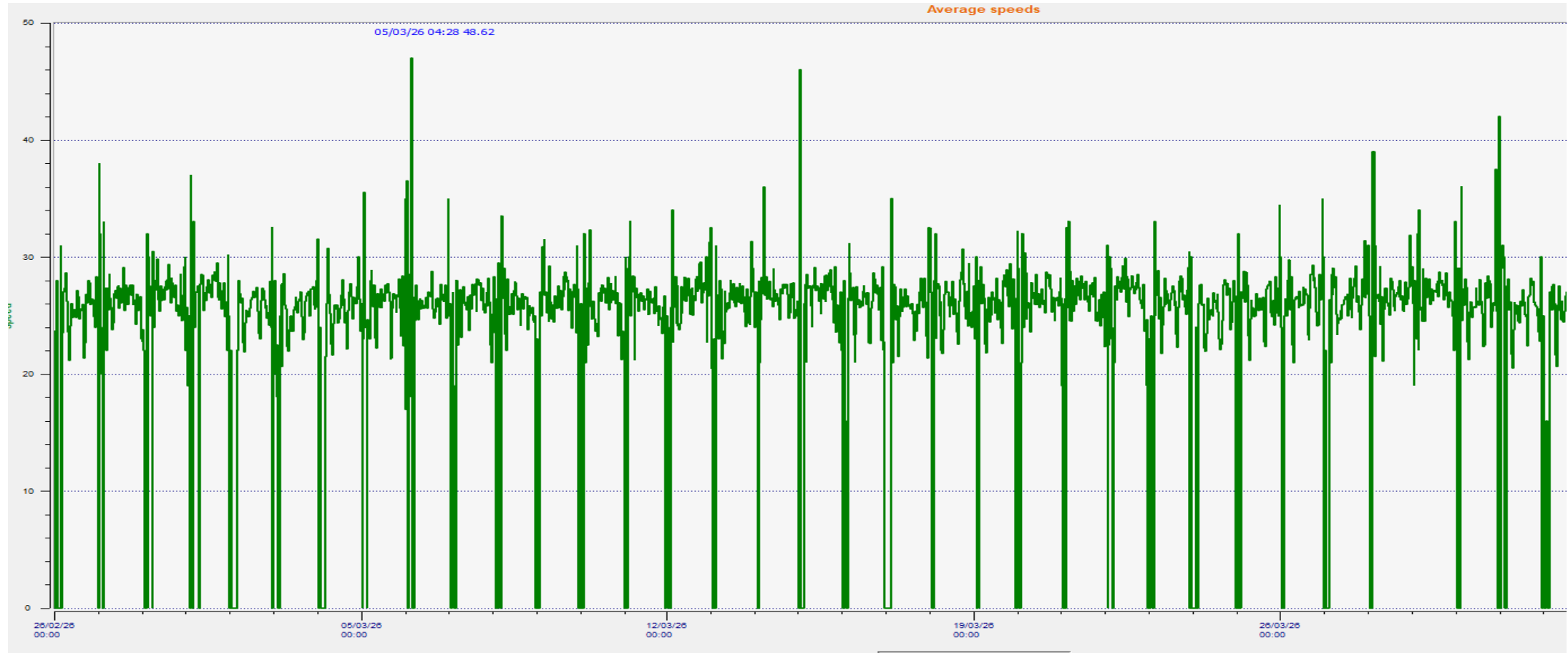


Training in March

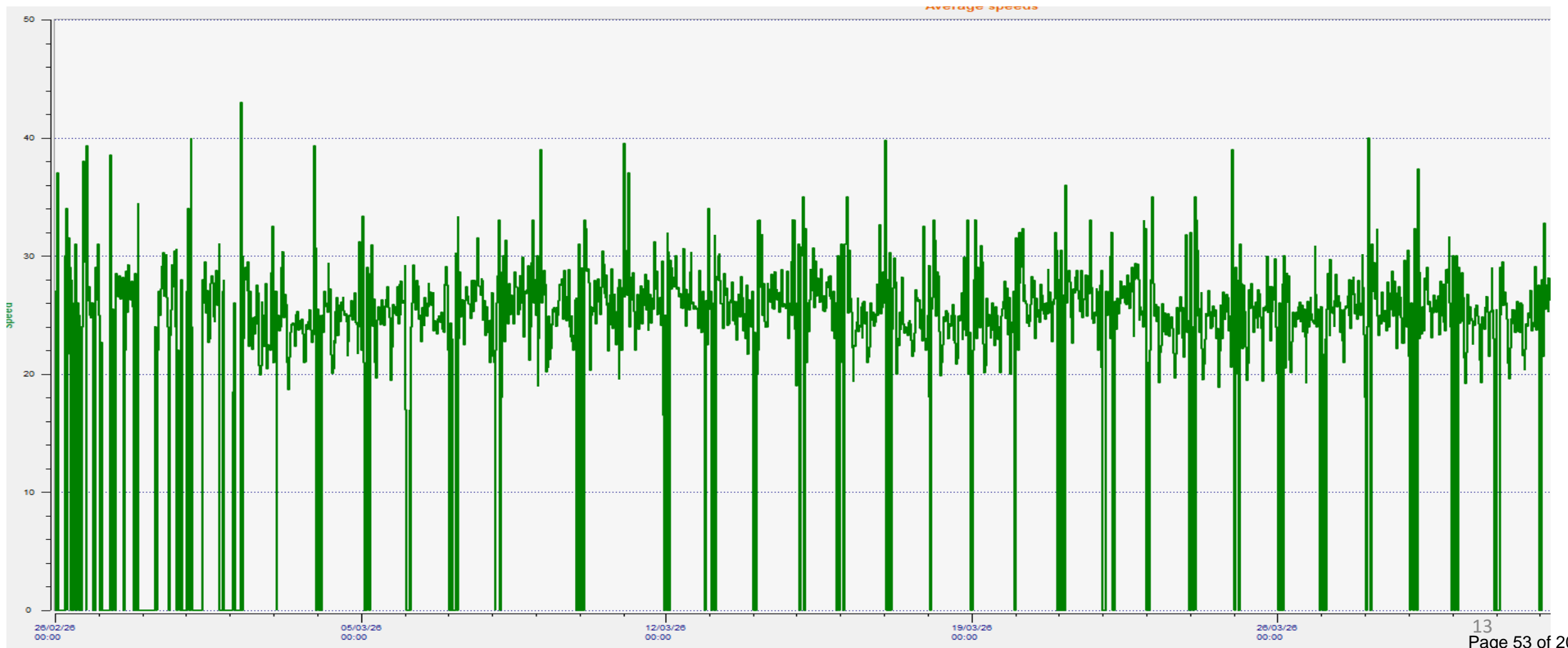
Selena Rodriguez
attended New
Supervisor Class in
Corpus Christi

Chief Ashe
attended the
Chief's Conference
in Corpus Christi

March 2026 San Jacinto Street



March 2026 Bowie Street



Training for April

2026

- Dispatch Supervisor Selena Rodriguez and Donna Smith will be attending TCIC TLETS Full Access Training #4802 April 6-8, 2026 in Longview Texas. Before attending TCIC TLETS Associate Trainer Course later this month.

6-8 Apr.

8-9 Apr.

2026

- Dianna Harris with Records will be attending the Public Information Act Training in San Marcos

Flock Safety

- The cameras read over 350,000 unique vehicles over the 9 cameras.
- As a department we did not have any searches this month.
- One arrest for warrants out of Polk county
- One vehicle stopped for a missing juvenile. The juvenile was not in the vehicle but information from the stop led to the location and the juvenile was located by Houston PD.
- Recovered a stolen vehicle from Houston PD.





Swearing in Ceremony



Public Information Monthly Activity Report March 2026



Facebook Insights

Views: 199,228

The number of times our content was played or displayed.

Reach: 108,539

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

Content

Interactions: 2,049

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

+Followers: 184

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: 270

Reach: 126

Clicks: 21

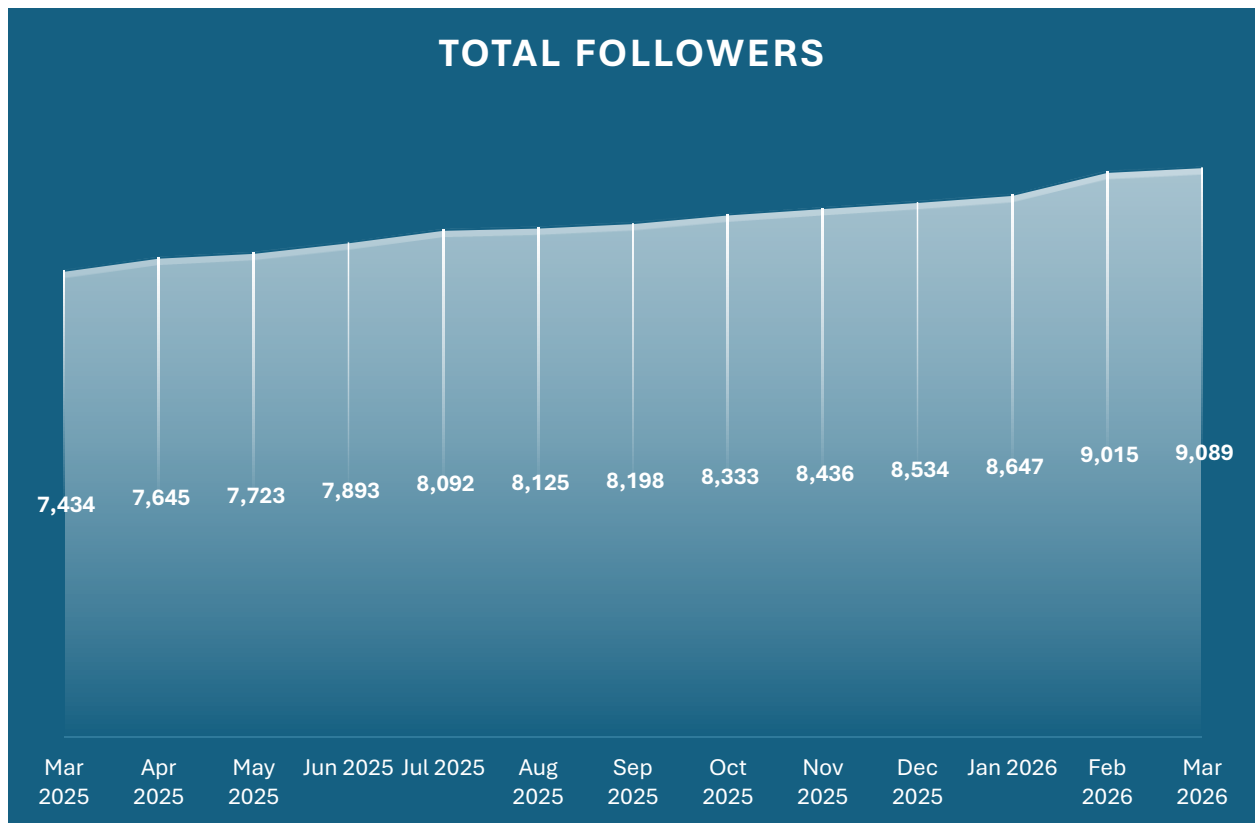
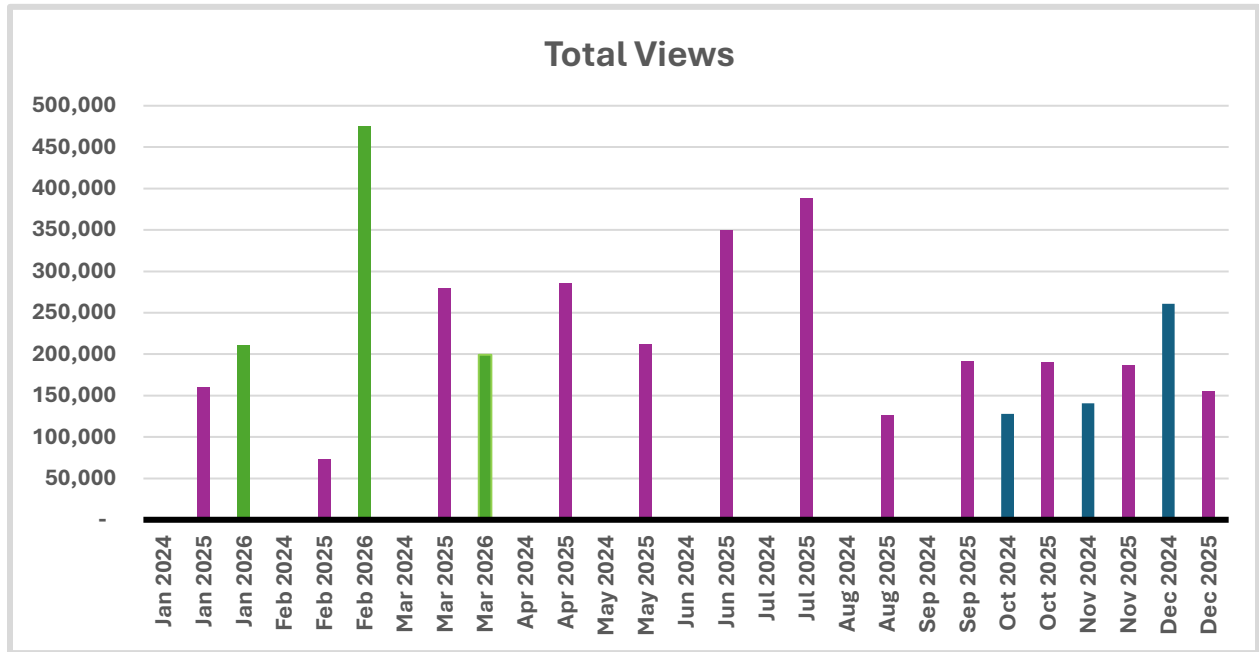
+Followers: 1



"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.

Note: For total views we have the chart displayed in month order so its easier to see month against the same month for the previous years.



MARCH // 2026 //

PUBLIC WORKS MONTHLY REPORT

STREET DEPARTMENT

NOTES:

- Patched around town
- Formed and poured concrete cut on Cos
- Sprayed fences and rocks at the park
- Swept streets
- Repaired asphalt street cuts
- Formed up and poured concrete at Columbia and Magnolia
- Cleaned inlets
- Cleaned grates at Main A
- Repaired curb on Webster
- Picked up trash with knuckle boom at end of Canfield
- Repaired curb at Cos and Kentucky
- Helped water Dept. with sewer line on Beaumont hit by fiber contractor
- Saw cut 2 concrete cuts
- Cleaned trucks
- Repaired concrete cuts on Miliam and on Travis
- Repaired concrete driveway on Hillcrest
- Formed up and poured concrete cut at Virginia and Confederate
- Formed up and poured concrete cut at Hwy90 and Bowie
- Poured 2 pads at sewer plant/hung scba box
- Set 20 ft. of culvert on Red Oak Trail
- Repaired stop sign at Lamar and Tennessee and Texas and Beaumont
- Repaired curb on Confederate
- Repaired fence around retention pond on Grand

STREET DEPARTMENT – CONT.

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:				39	Hours
	Street cut repairs:				5	Each
	Curb & Gutter Repair:				141	Feet
Drainage:						
	Ditch Cleaning:				15	Feet
	Culvert Installation:				20	Feet
	Catch Basin/inlets cleaned:				687	Each
	Levee Inspection:				Yes	
	Flap Gate Debris Removal					
Spraying:						
	Herbicide:				100	Gallons
	Mosquito:					Miles
Signs:						
	Installed					Each
	Repaired/ Replaced				3	Each

PARKS DEPARTMENT

Work Completed:

Fields:

Work Performed: Picked up trash and maintained as needed. Mowed 4 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. Splash pad open

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 all basketball nets. Cut vines and other debris from fence lines. Started mowing for the season.

Trees:

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

Flags:

Work Performed: checked for wear and tear everyday replaced as necessary.

PARKS DEPARTMENT – CONT.

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. Mowed in front of Potetz and sprayed fenceline.
7. Mowed and weedeated and blew off Woodsprings Dr.
8. Had 4 new scoreboards installed and wired, 2 @ softball and 2 @ boys fields
9. Pond maintenance twice a month.
10. Pressure washed gazebo and sidewalk.
11. Mowed all city property and city buildings once a week.
12. Removed debris from wastewater treatment plant.
13. Had electric plugs installed at dugouts on softball complex
14. Had new electrical panel installed at T-ball fields
15. Continued to work trench ditch throughout park
16. Fixed leak on force main at the splash pad.

WATER / WASTEWATER DEPARTMENT

MONTHLY WATER REPORT

REPAIRS COMPLETED

22	WATER REPAIRS
17	SEWER REPAIRS

LINE MAINTENANCE (CAMEL)

2894.6	HOURS OF OPERATION TOTAL
2400	FEET OF SEWER LINE CLEARED / CLEANED
8	MANHOLES CLEANED

WORK COMPLETED

0	MANHOLE REPAIRS
20	SEWER STOPAGES
1	WATER TAPS
0	SEWER TAPS
6	CLEANOUTS REPLACED / INSTALLED
0	METERS REPAIRED / REPROGRAMMED
3	RADIO REPLACEMENTS
5	CUSTOMER PROBLEMS / ISSUES
4	METER BOXES REPLACED
4	METER LIDS REPLACED
10	CUSTOMER REQUEST TURN ON
10	CUSTOMER REQUEST TURN OFF
5	CUT OFF SERVICE NON-PAYMENT
126	RECHECKS
6	PULLED / CHANGED METERS
285	TEXAS 811 LINE LOCATES

MISC:

AMES READINGS CHECKED DAILY
CLOSED 64 WORK ORDERS

MONTHLY OPERATIONS

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

Power Outages February 2026						
Date	Location	Time Called Out	Time Power Restored	Response Time (mins)	Outage Time (mins)	Cause of Outage
1	6001 N Travis	12:00	1:21 PM	19	65	pulled meter/installed temp
3	1717 US HWY 90	5:00 PM	10:00 PM	10	300	excavator hit pole/replaced phase
6	401 US HWY 90	10:30 PM	12:30 AM	10	120	The fuse door blew in half
6	605 US HWY 90	8:20 PM	9:30 PM	10	70	fuse was blown
7	pump station main A	12:20 PM	1:30 PM	10	60	lightning hit panel
17	1608 Kipling	1:30 AM	2:43 AM	10	63	Burnt lead on transformer
27	1300 Washington	7:10 PM	10:05 PM	10	175	Bad transformer
28	509 Ohio	5:00 PM	7:00 PM	15	120	Bad transformer
AVERAGE				12	122	

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

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: April 14, 2026

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, March 10, 2026

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on March 10, 2026, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 p.m. by Mayor John Hebert.

Table with 5 columns: Attendee Name, Present, Absent, Late, Arrived. Rows include 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

Invocation was given by Mark Herndon from First Baptist Church.

III. PLEDGE OF ALLEGIANCE

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

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda.

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

V. PRESENTATIONS / REPORTS

A. Proclamation - 2026 LHS Cheerleaders

Mayor Hebert presented the Liberty High School Cheerleading Team with a proclamation honoring the bronze medal achieved during the National High School Cheerleading Championship.

B. Proclamation - Rotary Club

Mayor Hebert presented the Liberty Rotary Club with a proclamation honoring the club's 100th anniversary.

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

City Manager Bryan Kendrick reported on the following updates:

- Water System Maintenance
- Fiber Ring Infrastructure Sale
- EMPACT Engineering Geospatial Report for Electric Utility
- Roadway Asset Services
- Liberty Municipal Park

D. 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. Council Member Ward asked about the flock cameras and the transparency report.

E. Sam Rayburn Municipal Power Agency - Mayor Hebert

Mayor Hebert, Board Member of the Sam Rayburn Municipal Power Agency, stated that some members of the SRMPA Board went on a tour of natural gas generating plants for electricity. The next board meeting will be held on March 20, 2026, in Livingston.

F. Mayor, Council and Staff Comments

Mayor Hebert and City Manager Kendrick thanked City Employees for all the work that has been done to repair the infrastructure that the Fiber Contractors have damaged. Council Member Seymour thanked the Parks Department for the help with the trees being planted in the park.

VI. CONSENT AGENDA

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

A motion was made by Council Member Seymour to approve all items on the consent agenda and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

A. Minutes Approval

1. February 10, 2026

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A CONSTRUCTION VARIANCE FOR THE CHLORINE ROOM AT THE NEW WATER PLANT**C. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED THE BID FOR THE 2026 ANNUAL SUBSTATION MAINTENANCE TO DASHIELL CORPORATION.****D. 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 ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD APPROACHES (OFF-SYSTEM).**

VII. REGULAR AGENDA

A. Regular Session

- 1. Continuing Discussion and Possible Action related to broadcast of public meetings of the City Council over the Internet in compliance with the City of Liberty's discretion under Government Code Chapter 551.128

Staff have completed the necessary groundwork to begin streaming of City Council meetings. We have established the City's YouTube page, completed the preliminary audio/visual and IT setup, and are now ready to move into the testing phase. Staff recommend that we conduct a technical test during the April 14, 2026, Council Meeting and then report back to Council on the results. Our goal is to ensure the system functions properly before formally promoting live streaming, as we want to resolve any potential technical issues prior to a public launch.

A motion was made by Council Member Brents to approve live stream testing beginning on April 14, 2026, and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

- 2. Discussion and possible action on wayfinding and branding presentation from Merje Designs

Merje Designs has been leading the branding and wayfinding project for the City of Liberty. On January 16, they presented their brand analysis and initial concepts to city staff, followed by the final steering committee meeting on February 18.

Merje Designs then presented a comprehensive brand study to the City Council. This included brand comparisons, results from the community survey, key community themes, and an evaluation of the existing brand—all of which informed the development of two branding options for the City's consideration.

The team also delivered a wayfinding analysis, covering signage, technology, information systems, and the built environment. Topics included digital wayfinding, maps, landmarks, existing signage, city gateways, traffic circulation, street identification, downtown and pedestrian circulation concepts, the Liberty Square concept, planning considerations, key destinations, and potential sign types throughout the city.

The presentation concluded with a question-and-answer session. Council members were asked to share their feedback and concerns with the City Manager, who will compile and forward them to Merje Designs to guide the next phase of the project.

- 3. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ACCEPTING THE FISCAL YEAR 2024-2025 ANNUAL AUDIT REPORT AS PRESENTED BY BROOKS WATSON & CO., P.C., LLC.**

Texas Local Government Code 103.001 requires that a municipality shall have its financial records and accounts audited annually and shall have an annual financial statement prepared based on the audit. An audit will check the accuracy of records, compliance with accounting methods, and the soundness of financial practices, including internal controls. Mike Brooks of Brooks Watson & Company, P.C., LLC presented the Fiscal Year 2024-2025 Annual Audit Report and reviewed the following with the Council:

- Overview of the Audit Process
- Components of the Annual Financial Report

Independent Auditor's Report
Financial Highlights
City Revenues - Governmental Activities
City Expenses - Governmental Activities
Statement Revenues, Expenditures & Changes in Fund Balance
Schedule of Revenues, Expenditures & Changes in Fund Balance (Budget & Actual)
Statement Revenues, Expenditures & Changes in Net Position
TMRS Pension Liability
Other Reports and Questions

A motion was made by Council Member Dugger to approve the resolution accepting the Fiscal Year 2024-2025 Annual Audit Report as presented by Brooks Watson & CO., P.C., LLC and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING AN IN-KIND CONTRIBUTION TO THE LIBERTY YOUTH BASEBALL ASSOCIATION THROUGH THE WAIVER OF PARK FIELD RENTAL FEES; MAKING A FINDING OF PUBLIC PURPOSE; AND PROVIDING FOR RELATED MATTERS.

Historically, the Liberty Youth Baseball Association (LYBA) was not charged rental fees for the use of City baseball fields at Liberty Municipal Park. According to information available to staff, the practice of charging rental fees began sometime after 2009 during the administration of former City Manager Gary Broz.

Under the current Master Fee Schedule, the LYBA is assessed rental fees for use of the park's baseball facilities during their operating season. For a typical five-month season, the total rental fees amount to approximately \$7,900.

In 2025, city staff met with representatives of the LYBA to discuss the financial burden these rental fees place on the organization and the potential for the City to support the league through an in-kind contribution in the form of waived field rental fees.

The Texas Constitution (Article III, §52 and Article XVI, §50) generally prohibits municipalities from making gifts or donations of public funds or resources to private entities. However, Texas law does allow municipalities to provide in-kind assistance if certain criteria are met.

To be permissible, the governing body must determine that:

1. The contribution serves a clear public purpose;
2. Any private benefit is incidental to that public purpose;
3. The City maintains sufficient control and accountability to ensure the resources are used for the intended purpose; and
4. The governing body formally approves the arrangement.

Youth recreational programs are commonly recognized as serving a public purpose because they promote youth development, community engagement, recreation, and public health.

A motion was made by Council Member Dugger to approve the resolution authorizing an in-kind contribution to the Liberty Youth Baseball Association through the waiver of park field rental fees and seconded by Council Member Ward. The motion passed 6 to 0 to 1 with Council Member Bell abstaining and all others voting yes.

- 12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AMENDING THE CITY'S MASTER FEE SCHEDULE TO ADD FEES AND POLICIES RELATED TO T-HANGAR END CAP STORAGE AREAS AT THE LIBERTY MUNICIPAL AIRPORT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

The Liberty Municipal Airport has storage areas located at the ends of the T-Hangar Buildings that can be leased when not utilized by the city. The proposed Ordinance amends the master fee schedule to add the recommended pricing that reflects typical aviation facility rates and comparable hangar square footage costs.

A motion was made by Council Member Brents to adopt the ordinance amending the city's master fee schedule to add fees and policies related to t-hangar end cap storage areas at the Liberty Municipal Airport and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

- 13. AN ORDINANCE APPROVING A GENERATOR PROJECT AT THE AIRPORT AND AN AMENDMENT TO THE CITY OF LIBERTY'S FISCAL YEAR 2025 – 2026 BUDGET.**

The City finds it necessary and appropriate to install a generator for use at the Liberty Municipal Airport and would like to contract with Texas Elite Electrical Services for the installation of the generator at a contract price of \$153,186.66.

- Expenditure of \$153,186.66.00 out of the City of Liberty's Airport Fund
- Revenue of \$145,000.00 from TXDOT via a grant for the generator.

A motion was made by Council Member Brents to adopt the ordinance approving a generator project at the Airport and an amendment to the City of Liberty's Fiscal Year 2025-2026 Budget and seconded by Council Member Seymour. The motion passed 7 to 0 with all present voting yes.

B. Executive Session

At 7:51 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.

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

Discussion regarding economic development negotiations.

C. Reconvene into Regular Session

At 8:40 p.m., Mayor Hebert closed the Executive Session and reconvened the open meeting.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE PORT OF LIBERTY'S BUDGET FOR FISCAL YEAR 2026

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 Dugger to approve the resolution approving the Port of Liberty's Budget for Fiscal Year 2026 provided that the budget for the special project Blue Group Economic Development will be reduced to amounts already paid up to today, March 10, 2026, and seconded by Council Member Bell. The motion passed 7 to 0 with all present voting yes.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A PROPOSAL FROM ALLEGION (STANLEY ACCESS TECHNOLOGIES) FOR ADA-COMPLIANT AUTOMATIC DOOR IMPROVEMENTS AT CITY HALL AND THE LIBERTY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Staff obtained four quotes to address ADA accessibility issues at City Hall (front and rear entrances and public restrooms) and the Liberty Center outside entry. Several of the current doors have experienced recurring mechanical failures and require frequent repair.

Over the past four fiscal years, the city has spent \$32,426 maintaining and repairing existing door systems. While these repairs have kept the doors somewhat operational, they have not permanently resolved the security, accessibility, or long-term reliability concerns.

The goal of this project is threefold:

1. Ensure full ADA compliance for public access.
2. Reduce recurring maintenance expenses by addressing aging and unreliable door systems.
3. Make sure City Hall is a secure building after hours.

The 4 quotes received are listed below with multiple options for Installing new Doors on City Hall

Quote #1

Company Name: **Door Control Services**

Note: Came On-site to quote

Item A: Front Entry of City Hall

Install New Double Doors w/Single swing automatic \$27,519

Item B: Rear Entry of City Hall

Install New Double Doors w/Single swing automatic \$26,919

Item C: Public Restrooms

Install automatic operators to existing doors \$7,308

Item D: Liberty Center Outside Entry

Option 1: Install automatic operators to existing doors \$7,340

Option 2: Install New Double Doors w/Single swing automatic \$27,519

Total of Quote #1 (with option 1 on Item D) \$69,086

Total of Quote #1 (with option 2 on Item D) \$89,265

Quote #2

Company Name: **My Automatic Door Services**

Note: Came On-site to quote

Item A: Front & Rear Entry of City Hall

Option 1: Install automatic dual operators to existing doors \$13,700

Option 2: Install automatic single operators to existing doors \$7,900

Install New Double Doors w/Single swing automatic \$27,519

Item B: Public Restrooms

Install automatic operators to existing doors \$7,900

Item C: Liberty Center Outside Entry

Option 1: Install automatic dual operators to existing doors \$13,700

Option 2: Install automatic single operators to existing doors \$7,900

Total of Quote #2 (with option 1 on Items A&C) \$35,300

Total of Quote #2 (with option 2 on Items A&C) \$23,700

Final Note: This only solves the ADA issues, would not solve the long-term maintenance issue

Quote #3

Company Name: **Allegion (Stanley)**

Note: Came On-site to quote

Item A: Front & Rear Entry of City Hall

Option 1: Install automatic dual operators to existing doors \$15,038

Option 2: Install automatic Bi-Parting sliding door \$37,408

Item B: Public Restrooms

Install automatic operators to existing doors \$9,158

Item C: Liberty Center Outside Entry

Option 1: Install automatic dual operators to existing doors \$9,250

Option 2: Install automatic Bi-Parting sliding door \$19,250

Total of Quote #2 (with option 1 on Items A&C) \$33,446

Total of Quote #2 (with option 2 on Items A&C) \$65,816

Final Note: Option #2 solves both ADA and long-term maintenance issue. Option #1 only solves the ADA issues, would not solve the long-term maintenance issue

Quote #4

Company Name: **Texas Access Controls - Houston**

Note: Offsite quote

Front & Rear Entry of City Hall

Install new automatic doors with dual operators \$17,700

Note: Incomplete Quote, it would not solve the restrooms or the Liberty Center outside entry.

Staff recommends approving Quote #3 Option #2 as it:

- Brings all public entrances and restrooms into ADA compliance,
- Improves long-term durability and reliability,
- Reduces recurring maintenance costs; and
- Enhances the public's experience when accessing City facilities.

A motion was made by Council Member Brents to approve the resolution approving a proposal from Allegion (Stanley Access Technologies) for ADA Compliant automatic door improvements at City Hall and the Liberty Center and seconded by Council Member Bell. The motion passed 7 to 0 with all present voting yes.

6. A RESOLUTION OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) LOCAL COMMUNITIES PROGRAM (LCP) FUNDING ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO) UNDER THE 2024 DISASTERS DR-4781 TEXAS SEVERE STORMS AND DR-4798 HURRICANE BERYL.

The Texas General Land Office has now officially released the application for the 2024 Disaster Recovery (CDBG–DR) Local Communities Program. This program will support infrastructure recovery and resiliency projects tied to the 2024 disaster events. Under this program, the City may submit up to two applications ranging from \$500,000.00 to \$5,000,000.00, with only a 5% local match requirement. If the City is still interested, the City would need to act fast as phase 1 applications are due on March 23, 2026. The City accepted proposals for Grant Administration Services on Monday, March 2, 2026, and Grant Works was the highest scoring firm out of the three proposals received.

A motion was made by Council Member Brents to approve the resolution authorizing GrantWorks, Inc as the Professional Service Provider selected for CDBG-DR Local Communities Program funding administered through the Texas General Land Office under the 2024 Disasters DR-4781 Texas Severe Storms and DR-4798 Hurricane Beryl and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

7. A RESOLUTION OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING PROFESSIONAL ENGINEERING SERVICE PROVIDER(S) SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) LOCAL COMMUNITIES PROGRAM (LCP) FUNDING ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO) UNDER THE 2024 DISASTERS DR-4781 TEXAS SEVERE STORMS AND DR-4798 HURRICANE BERYL.

The Texas General Land Office has now officially released the application for the 2024 Disaster Recovery (CDBG–DR) Local Communities Program. This program will support infrastructure recovery and resiliency projects tied to the 2024 disaster events. Under this program, the city may submit up to two applications ranging from \$500,000.00 to \$5,000,000.00, with only a 5% local match requirement. If the City is still interested, the city would need to act fast as phase 1 applications are due on March 23, 2026. The City accepted proposals for Professional Engineering Services on Monday, March 2, 2026, and HR Green was the highest scoring firm out of the two proposals received.

A motion was made by Council Member Dennis to approve the resolution authorizing HR Green as the Professional Engineering Service Provider selected for CDBG-DR Local Communities Program funding administered through the Texas General Land Office under the 2024 Disasters DR-4781 Texas Severe Storms and DR-4798 Hurricane Beryl and seconded by Council Member Brents. The motion passed 7 to 0 with all present voting yes.

8. A RESOLUTION OF THE CITY COUNCIL OF CITY OF LIBERTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM.

City staff is requesting authorization to submit an application on behalf of the city to the Texas Department of Agriculture for the Texas Community Development Block Grant Program under the Downtown Revitalization Program, and for the application to be placed in competition for available funding. The City of Liberty commits to selecting an eligible project within the

designated downtown area that satisfies a national program objective, either by eliminating slum and blighted conditions or by benefiting low- to moderate-income persons. All awarded funds will be administered in full compliance with applicable federal, state, and local regulations, as well as program requirements, including but not limited to procurement standards, environmental review, labor standards, real property acquisition, and civil rights provisions. In support of the application, the City of Liberty also commits to providing \$50,000 in matching funds, with the specific use and funding source to be determined prior to any grant award.

Additionally, the City of Liberty has conducted a review and evaluation to identify areas of pedestrian-centered economic activity and hereby formally designates the area outlined as its official downtown district, or Main Street area. This district is bounded by Grand Avenue to the north, Doctor M.L.K. Jr Drive to the south, San Jacinto Street to the east, and Milam Street to the west.

A motion was made by Council Member Brents to approve the resolution authorizing the submission of the Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Downtown Revitalization Program and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

10. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING CHANGE ORDER NUMBER 1 FOR THE HIGHWAY 146 WATER PLANT PROJECT

On June 10, 2025, the Highway 146 Water Well project was awarded to Hydro Resources Mid-Continent, Inc for \$1,977,730. The base bids ranged from the apparent low bid of \$1,977,730 to the high bid of \$2,413,540. The engineer's estimate of the probable cost of the project was \$2,200,000. The Texas General Land Office (GLO) Grant has a construction estimate of \$2,500,000, with the total grant amount of \$2,684,300. The total amount of Change Order No. 1 is \$60,955. Change Order No. 1 will bring the current construction price to \$2,038,685.

A motion was made by Council Member Seymour to approve the resolution approving change order number 1 for the highway 146 water plant project and seconded by Council Member Brents. The motion passed 7 to 0 with all present voting yes.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, SELECTING A GRANT ADMINISTRATION FIRM TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND ADMINISTRATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS WATER DEVELOPMENT BOARD HOUSE BILL 500 WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM.

Important update from the Texas Water Development Board (TWDB) regarding the new Water Supply and Infrastructure Grants (WSIG) program created under House Bill 500.

HB 500 has allocated a significant, one-time amount of \$1.038 Billion in general revenue for water supply and infrastructure projects and grants. This funding is expected to be provided as 100% grant assistance. Additional information is provided in the WSIG Community attachment, and important details are summarized below.

Key Program Details:

- **Eligibility:** The primary eligibility requirement is having your Fiscal Year 2025 audit completed and formally adopted by the governing body. Applications cannot be considered without this.
- **Scoring:** The scoring process heavily relies on the Average Median Household Income (AMHI) criteria, with additional points granted to projects that are ready to proceed. (Further details on HB 500 are included in the attachment.)
- **Timeline:** The full application is due in July 2026, which is an aggressive timeline. It is crucial to secure an engineer for your project no later than March or April.
- **Procurement:** The TWDB has confirmed that federal procurement rules do not apply; therefore, you should follow established local procurement policies.

If you have a project and believe you meet the eligibility criteria identified for submission, PMI is available to assist with both the application preparation and the subsequent grant administration, working closely with the engineer you select. Given the urgency, PMI will charge a set application fee for this assistance.

This particular funding does not require the traditional CFR 200 procurement process, so the City can take the attached contract directly to Council for approval.

A motion was made by Council Member Brents to approve the resolution selecting Public Management, Inc as the grant administration firm to assist the City with the submittal of an application for funding and administration of a contract, if awarded, from the Texas Water Development Board House Bill 200 Water Supply and Infrastructure Grant Program and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

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.

- Consider and take possible action on an ordinance authorizing the Mayor, or designee, to execute a Purchase & Sale Agreement, Special Warranty Deed, and related documents for the purchase of primarily undeveloped land generally located east of Highway 146 and north of McGuire Road for a road construction project in the City of Liberty.

A motion was made by Council Member Bell to adopt an Ordinance authorizing the Mayor, or designee, to execute a purchase and sale agreement, special warranty deed, and related documents for the purchase of primarily undeveloped land generally located east of Highway 146 and north of McGuire Road for a road construction project in the City of Liberty and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

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

No action was taken.

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

No action was taken.

VIII. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, Mayor Hebert adjourned the meeting at 9:02 p.m.

John Hebert, Jr., Mayor

ATTEST:

April Gilliland, City Secretary



The City of Liberty
City Council

Joint Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, March 17, 2026

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on March 17, 2026, in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 p.m. by Mayor John Hebert.

Table with 5 columns: Attendee Name, Present, Absent, Late, Arrived. Rows include 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. 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.

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

III. JOINT AGENDA

A. Joint Session

- 1. Discussion and possible action regarding the Rural Texas Trap-Neuter-Return (TNR) Program.

Ms. Samantha Roberston & Ms. Shyanne Loftin from Rural Texas TNR Program, in support of Ms. Austin Thomas from ROSES Rescues, presented their program to the City Council and the Liberty Community Development Corporation and how it helps the community.

locations within the City of Liberty were discussed that would benefit from partner funding to help to increase the number of cats that are treated specifically in the city. The City Council and the Liberty Community Development Corporation had a joint discussion on how this program would benefit the City of Liberty and its citizens. The program would provide public awareness and education, a public health benefit, and support for animal control.

A motion was made by Liberty Community Development Corporation Board Member Campbell to provide \$20,000 in funding for the Rural Texas Trap-Neuter-Return (TNR) Program. The motion was seconded by Board Member McCarty. The motion passed with a 5 to 0 to 1 vote, all present board members voting yes, board member Runkle abstaining, and board member VanDeventer absent.

A motion was made by Council Member Brents to ratify the Liberty Community Development Corporation expenditure of \$20,000 in funding for the Rural Texas Trap-Neuter-Return (TNR) Program. The motion was seconded by Council Member Dennis. The motion passed with a 7 to 0 vote.

IV. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, Mayor Hebert adjourned the meeting at 6:46 p.m.

John Hebert, Jr., Mayor

ATTEST:

April Gilliland, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a resolution approving a fire services agreement with Liberty County

Department: Administration

Subject:

Background: Chief Hurst has reviewed the agreement and is in support of the terms. The county agreed to our proposed changes. We received verification from the County that the intent is to pay the full \$100,000, though we are signing the contract mid-year.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE FIRE CHIEF TO EXECUTE THE FIRE PROTECTION SERVICES AGREEMENT WITH LIBERTY COUNTY.

WHEREAS, an agreement between Liberty County and the City of Liberty Fire Department for Fire Protection Services is executed annually between Liberty County and the City of Liberty to provide fire protection for the geographic area of the community outside the Liberty City Limits; and

WHEREAS, the Liberty Fire Department occasionally makes mutual aid calls outside the city limits on an as-needed basis; and

WHEREAS, under the proposed contract Liberty County will pay the City of Liberty \$100,000 for the fiscal year 2025/26.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the Fire Chief to execute the Fire Protection Services Agreement with Liberty County.

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

**AGREEMENT BETWEEN LIBERTY COUNTY AND THE CITY OF LIBERTY
FOR FIRE PROTECTION SERVICES**

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

1. PARTIES TO THE AGREEMENT.

This agreement (“AGREEMENT”) is made and entered into between **LIBERTY COUNTY** (“COUNTY”), acting by and through County Judge Jay Knight, and the **CITY OF LIBERTY** (“CITY”), acting by and through its Fire Chief and/or Mayor, located at:

ADDRESS:
CITY, STATE, ZIP: Liberty, Texas 77575
Number of active members: 52

2. AUTHORITY.

This contract is executed pursuant to the authority of Texas Interlocal Cooperation Act Chapter 791 for the purpose of providing fire protection to the residents in unincorporated areas of Liberty County to help promote efficiency and effectiveness between both entities.

3. CONTRACT PERIOD.

The term of this Agreement is for a period beginning October 01, 2025, or the date this AGREEMENT is executed by both parties, subject to the approval by Liberty County Commissioners Court, through September 30, 2026, unless terminated at an earlier date.

4. SERVICES AND EQUIPMENT TO BE PROVIDED BY THE CITY

The CITY shall provide, maintain, and operate, for the purpose of providing firefighting services, equipment that meets or exceeds Texas Commission on Fire Protection minimum standards as outlined in the current NFPA Standards.

5. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING.

The CITY shall participate in and comply with the National Incident Management System (NIMS) training program for the purpose of improving the Preparedness, Response and Recovery capabilities of the CITY and the COUNTY. All members of the CITY shall have completed NIMS 100, 200, 700, and 800. The Chief Officers of the CITY shall also have completed NIMS 300 and 400. This Agreement is conditioned on the training completion and compliance of the CITY with the NIMS program. CITY shall provide documentation of compliance to the Liberty County Fire Marshal’s Office within thirty days of the execution of this AGREEMENT and again six months later.

6. TRAINING

The CITY shall choose a recognized training program, either from the Texas Commission of Fire Protection or the Texas State Firefighter and Fire Marshal's Association and provide documentation of the CITY's choice and compliance to the Liberty County Fire Marshal's Office within thirty days of the execution of this AGREEMENT and again six months later.

7. CITY ASSETS

The CITY shall provide within thirty (30) days of the execution of the AGREEMENT, and again in six (6) months, the following lists of the assets to the Liberty County Fire Marshal's Office:

A. CITY's apparatus, including their operational capabilities and status.

B. CITY's membership roster with each member's unit number and contact number.

Failure to provide these documents in a timely manner may result in immediate termination of this AGREEMENT and may affect any future agreements with Liberty County.

8. ANNUAL REPORT

The CITY shall provide to the Liberty County Fire Marshal (lcfmo@co.liberty.tx.us) within thirty (30) days of the execution of the AGREEMENT, the following information:

A. DISTRICT NAME

B. DISTRICT MAILING ADDRESS

C. FIRE CHIEF NAME AND PHONE NUMBER

D. FIRE STATION LOCATION(S)

E. ANNUAL DISTRICT BUDGET INCLUDING INCOME AND EXPENSES

F. ANNUAL TOTALS FOR INCIDENTS RESPONDED TO IN THE PRECEDING TWELVE-MONTH PERIOD UTILIZING THE REPORT FORM PROVIDED.

G. ANNUAL BUDGET.

Failure to provide an ANNUAL REPORT in a timely manner may result in immediate termination of this AGREEMENT and may affect any future agreements with Liberty County.

9. MONTHLY REPORT

The CITY shall provide on or before the 7th of each month to the Liberty County Fire Marshal (lcfmo@co.liberty.tx.us) the following information:

A. MONTHLY TOTALS FOR INCIDENTS RESPONDED TO UTILIZING FORM PROVIDED BY THE LIBERTY COUNTY FIRE MARSHAL:

B. A COPY OF THE INCIDENT REPORT FOR WHICH CITY RESPONDED TO A STRUCTURE OR VEHICLE FIRE

C. ANY UPDATES TO MEMBERSHIP ROSTER INCLUDING LEADERSHIP POSITIONS CHANGES.

Failure to provide MONTHLY REPORTS in a timely manner may result in immediate termination of this AGREEMENT and may prevent any future monthly payments made to CITY for fire protection services. Failure to provide these reports may also affect future agreements between CITY and Liberty County.

10. CRIMINAL BACKGROUND REQUIREMENTS

CITY shall require all volunteers to undergo a criminal background check annually to be performed by the CITY. A full criminal history shall be provided to the Liberty County Fire Marshal upon execution of this AGREEMENT of all firefighters and any subsequent new hire. CITY agrees that it will not allow any person to volunteer as a firefighter whose criminal history does not meet the criminal history standards of the Texas Commission on Fire Protection. Failure to consent to a criminal background check may result in suspension and/or termination of this Agreement.

11. METHOD OF PAYMENT

Subject to approval and certification for payment by the Liberty County Commissioners court, COUNTY agrees to pay CITY for fire protection services at a predetermined rate of \$100,000.00. All payments shall be made to CITY in prorated, monthly installments equal to the rate divided by the months left in the contract period after the execution of the agreement.

Failure by CITY to adhere to the reporting requirements outlined herein shall be grounds for immediate suspension of payments and possible termination from this AGREEMENT.

12. TERMINATION

(A) COUNTY may terminate this contract, in whole or in part, at any time if COUNTY determines that cause exists for such termination. The party requesting termination shall give written notice sixty (60) days prior to the date of termination. The notice shall state the reason for termination and the portion of the contract to be terminated.

(B) COUNTY may terminate this AGREEMENT, in whole or in part, and suspend payments to CITY, should CITY fail to adhere to any reporting requirements under Sections 7, 8, 9, and/or 10 set forth herein.

(C) COUNTY may immediately terminate performance of this contract, without advance notice to CITY, if COUNTY identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies by CITY.

(D) The suspension or termination of this contract by COUNTY shall not relieve CITY of any of their existing duties and obligations to their fire CITY.

13. INDEMNIFICATION

To the fullest extent permitted by law, CITY shall defend, indemnify and hold harmless the COUNTY, its consultants, agents and employees from and against suits, claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out or resulting from performance of the work to the extent that such claims, damages, losses and expenses are attributable to bodily or personal injury, sickness, disease or death or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions or acts or omissions of CITY, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnity shall include but not be limited to: any claim or suit brought by an employee of CITY or any CITY's subcontractors. This indemnity obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

To the fullest extent permissible under Texas law, the COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of the COUNTY, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass override or supersede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of a Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

The parties expressly acknowledge CITY are contracted by the COUNTY only for the purposes and to the extent set forth in this Agreement, and the relationship of Fire CITY to COUNTY shall during the period or periods hereunder, be that of an independent contractor. CITY shall not be considered as having employee, subcontractor, agent or joint venture status. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either express or implied.

To effectuate the purpose of this Section of the Agreement, the indemnified party shall give written notice of any suit or claim within twenty-one (21) days of the date of receipt of same to the indemnifying party. The indemnifying party shall have the right, but not the

obligation, to participate in the defense of the claim or suit by engaging its own counsel and conducting any defense of any claim it may be called upon to pay the party to be indemnified. The party to be indemnified shall cooperate fully with the indemnifying party.

14. COMMITMENT OF CURRENT REVENUE


Pursuant to Article XI, Section 5 of the Texas Constitution and Section 271.903 of the Texas Local Government Code, COUNTY retains the continuing right to terminate this AGREEMENT at the expiration of each budget period. This AGREEMENT is conditioned on the best-efforts attempt of the COUNTY to obtain and appropriate funds within each budget period for the payment of the AGREEMENT.

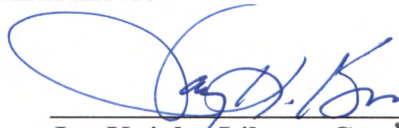
15. COMPLIANCE WITH THE LAW

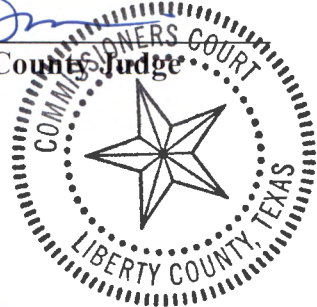
Both parties shall comply with all federal, state and local laws. Further, CITY shall comply with all regulations applicable to CITY provided for by any and all federal, state and local laws. In the event of conflict between such laws and regulations and the terms of this AGREEMENT, precedence shall be given to any and all federal, state and local laws and regulations.

16. ENTIRE CONTRACT

This AGREEMENT incorporates all of the agreements, covenants and understandings between the Parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written AGREEMENT. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT. Each party acknowledges that it was represented by competent counsel of its own choosing regarding the negotiation and execution of this AGREEMENT.

ATTEST: 


Jay Knight, Liberty County Judge

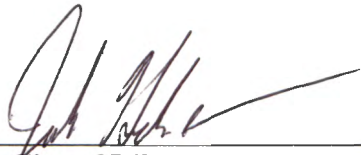


Signed this 24th day of March, 2026.

ATTEST: 
Liberty County Fire Marshal

Signed this 24th day of March, 2026.


ATTEST:



Mayor, City of Liberty

Signed this 5th day of MARCH, 2026.

ATTEST:



Fire Chief, City of Liberty

Signed this 5th day of MARCH, 2026.

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a presentation related to the need for Pickleball Courts

Department: Administration

Subject: Pickleball courts

Background: Jay Shivers (For Lights in Liberty, he and his wife created the Santa's Workshop Trees, and decorated the firetruck for free) has asked to present to the City Council a potential project for pickleball courts.

Funding Source:

Staff Recommendation:



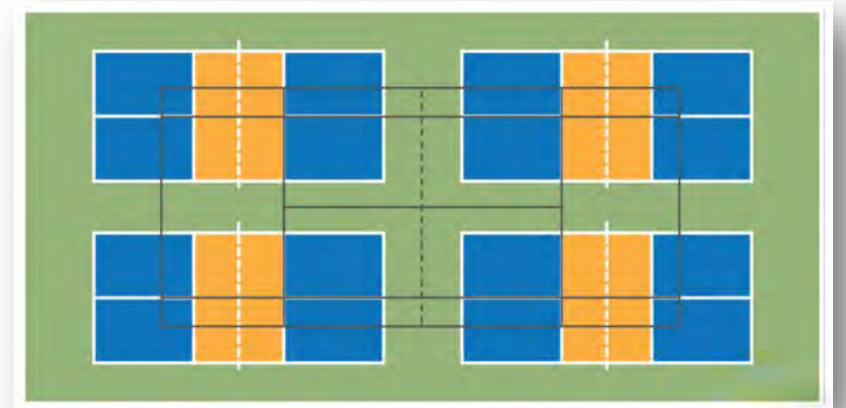
Pickleball Liberty

BUSINESS CASE

April 14, 2026

What is Pickleball?

- Pickleball is a paddle sport that anyone can play and provides a great way to exercise and socialize with friends
- Pickleball is easy to learn and can be played for fun or as a fast-paced, competitive game
- It involves four players hitting the ball over a net until one side fails to return it legally
- Players use a solid-faced paddle and a wiffleball-like perforated plastic ball



Growing Popularity of Pickleball

- 81% of Americans ages 6+ (roughly 250 million people) participated in at least one sport or fitness activity in 2025, the highest level ever recorded
- U.S. pickleball participation reached 24.3 million players, representing a 23% increase from 2024 (for comparison, tennis reached 27.3 million players in 2025)
- Participation increased 172% over the past three years
- The average player age is now 35, with over 70% of players between 18 and 44

Benefits of Pickleball to Community

Physical & Mental Health

- Low impact exercise
- Cardiovascular & weight management
- Reduced isolation and improved mental well-being

Social & Community

- Community engagement
- Inclusive sport
- Tournament & event hosting

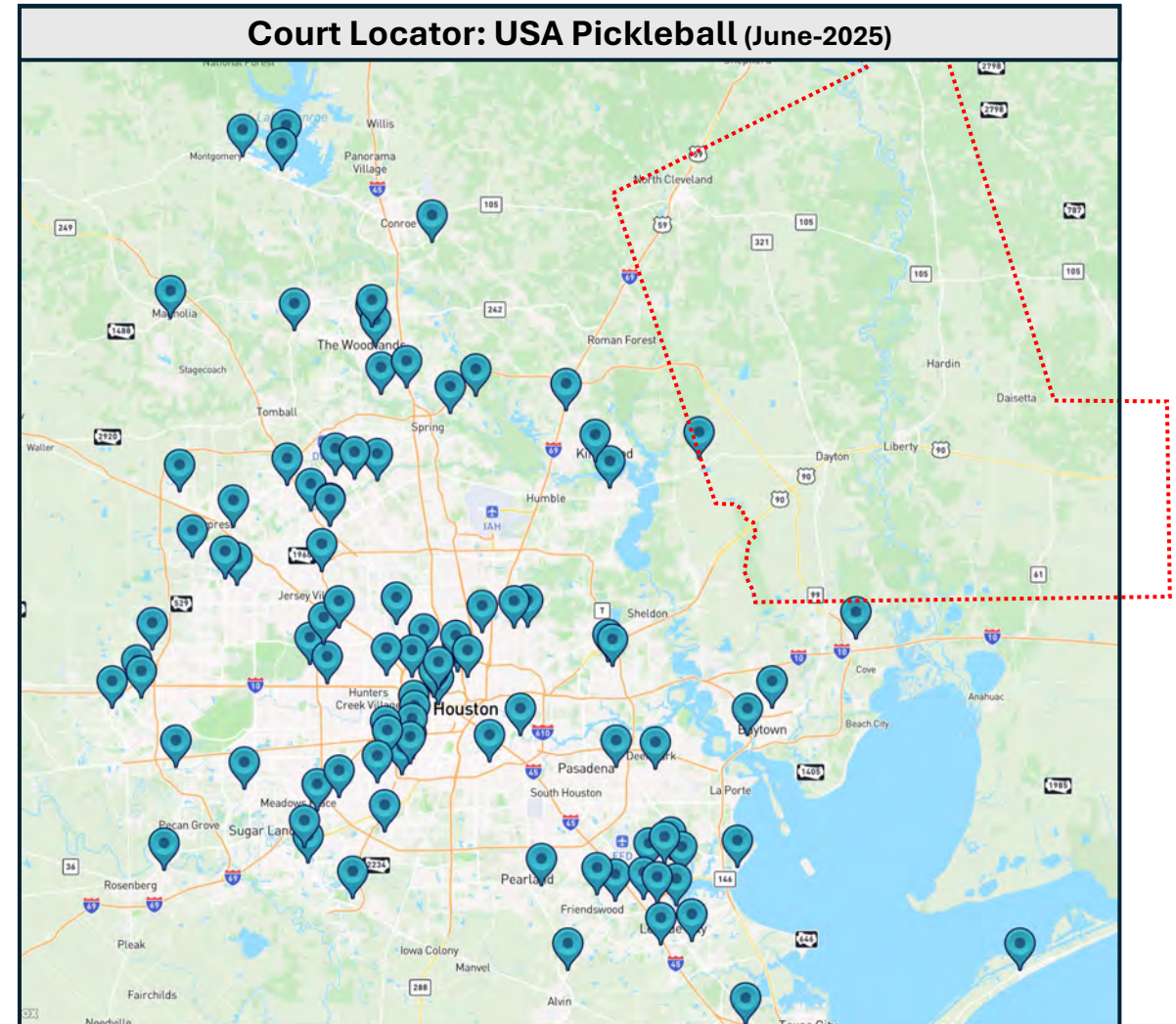
Other benefits

- Easy to learn
- Affordable recreation
- Increased foot traffic in existing city parks



Pickleball in Local Area

- Nearest public courts are in Mont Belvieu (12 dedicated)
- Recent addition at River Ranch in Dayton (residents only)
- No public infrastructure in Liberty County
- City of Liberty has the only organized group play in County



Liberty TX Pickleball Group

- 2021 started at North Main Baptist Church
- 2024 moved to LHS Tennis Courts
- Now playing three days a week utilizing four courts (averaging 50 players per week)
- 70 members in call-out group
- Other smaller groups also play at LHS tennis courts

WEEKLY HEADCOUNT LHS TENNIS COURTS - 2025



GOALS

Promote healthy lifestyles

Foster social connection

Promote good sportsmanship through friendly competition

Grow local facility access



Importance of Good Facility Design

- Permanent lines and nets
- Playing surface
- Social & rest areas (shading)
- Perimeter and between court fencing
- Lighting
- Court accessibility
- Wind block
- Parking / Restrooms



Source: USA Pickleball

Key Takeaways

- The growth of pickleball is a win for communities, fostering both health and connection
- The community lacks specialized courts designed specifically for pickleball play
- Leverage local pickleball players during the early planning stages



Project Timeline



PHASE 1 DESIGN

- Business case
- Form team
- Define scope

PHASE 2 PROCUREMENT

- Prepare and submit bid forms
- Select participants
- Award contract

PHASE 3 PRECONSTRUCTION

- Obtain permits
- Project schedule
- Organize subs, equipment, and materials

PHASE 4 EXECUTION

- Track quality
- Monitor budget
- Adjust schedule

Scope approved
early May

Contract award by
early July

Break ground
September

Project completion
November

Project Scope

1. Site Preparation

- Soil excavation and compaction
- Concrete foundation

2. Court Layout

- Regulation size Six 20' x 44' courts
- Total playing area 34' x 64' to provide safe buffer zones
- Orientation North-south to minimize glare

3. Surface & Striping

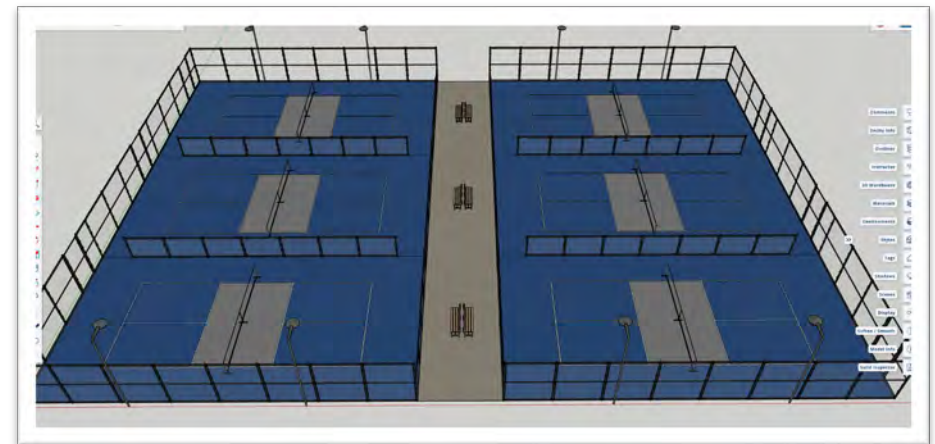
- Acrylic coating - slip resistant, two-tone color scheme
- Line Marking - 2-inch wide white lines

4. Fencing & Lighting

- Fencing - 10' black vinyl-coated chain-link with wind barrier and internal 4' fences separating courts
- Lighting - LED lighting system to extend playtime

5. Amenities

- Permanent heavy duty net posts
- Shaded seating area between court sets



Recommendations



Endorsement of Phase 1

- Business case
- Team formation
- Project Scope

Approval to proceed to Phase 2

Thanks for your time!

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Lauren Holloway

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Backup Material

GOLF COURSE LOCATION 1



GOLF COURSE LOCATION 2



PARK LOCATION 1



PARK LOCATION 2



PARK LOCATION 3



PARK LOCATION 4



LHS LOCATION 1



LHS LOCATION 2



PARK

01 Visibility



02 Central Location



03 Additional Activities



04 Exposure to Misuse



05 Amenities



GOLF COURSE

01 Environment



02 Amenities



03 Noise Concern



04 Limited Space



LHS TENNIS COURTS

(repurpose)

01 Cost Savings?



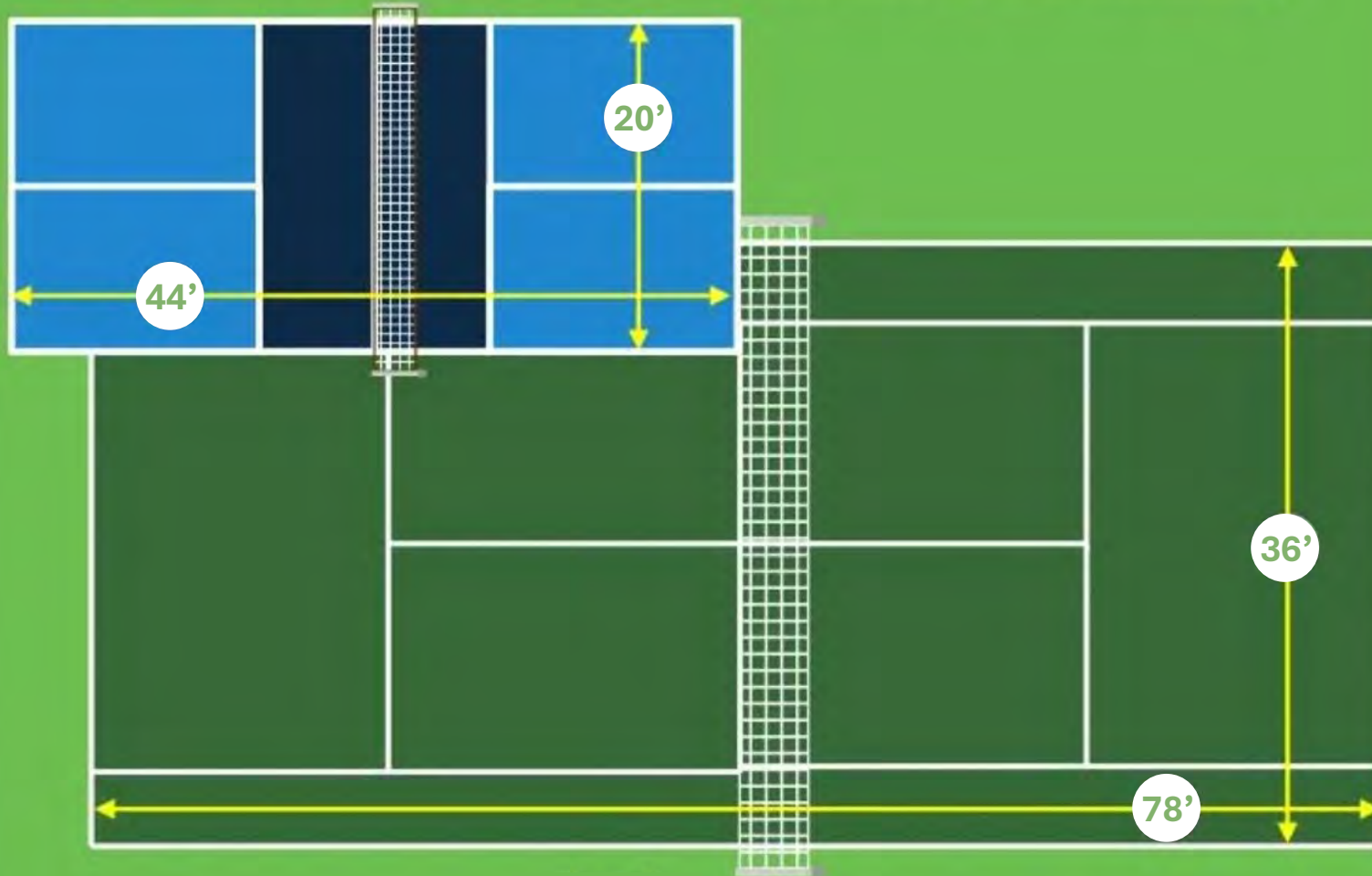
02 School Conflicts



03 Amenities



PICKLEBALL COURT vs TENNIS COURT



CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider adopting an Ordinance suspending the proposed rates associated with CenterPoint Energy Resources Corp.'s Gas Reliability Infrastructure Program, providing for related matters

Department: Administration

Subject: CenterPoint Energy GRIP rate increase

Background: On February 17, 2026, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed a Gas Reliability Infrastructure Program ("GRIP") adjustment factor with each of the communities in the Beaumont/East Texas Division of the Company. The Company is authorized to make annual GRIP rate change requests pursuant to Texas law passed in 2003, Gas Utility Regulatory Act, Tex. Util. Code § 104.301 ("GRIP Statute") also see Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules. The GRIP Statute authorizes gas utility companies to request annual rate increases associated with year-to-year changes in incremental investment. The changes in investment are not subject to reasonableness review in the GRIP filing. Instead, all amounts collected under a GRIP filing are considered interim rates subject to review and refund in the Company's next base rate proceeding.

The GRIP Statute provides that the proposed GRIP rate surcharge will become effective 60 days from the date of the Company's filing or April 18, 2026, unless suspended by the Cities. Cities may suspend the GRIP rate increase for an additional 45 days beyond the Company's proposed effective date of April 18, 2026, while reviewing the GRIP application. This Rate Ordinance will suspend the GRIP rate effective date until June 2, 2026. If the city wishes to suspend the proposed rates, action must be taken by passing the Rate Ordinance prior to April 18, 2026. Otherwise, the Company's requested rates will go into effect on April 16, 2026. The review process of a GRIP filing is generally a ministerial review, limited to ensuring that the GRIP filing complies with the GRIP Statute. During the suspension period, any issues related to whether the GRIP filing complies with the GRIP filing rules can be reviewed, so cities may make a final decision on this GRIP proposal.

Funding Source: na

Staff Recommendation: Staff recommends approval of the ordinance suspending

CenterPoint Energy Resources Group Annual GRIP Adjustment for an additional forty-five(45) days beyond the Company's proposed effective date of April 18, 2026.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 PM

Department: Administration
Category: Ordinance

Ordinance

ORDINANCE OF THE CITY OF LIBERTY, TEXAS, SUSPENDING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM FILING MADE WITH THE CITY ON OR ABOUT FEBRUARY 17, 2026; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about February 17, 2026, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed an Annual Gas Reliability Infrastructure Program ("GRIP") adjustment with the City of Liberty ("City") to increase gas rates in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas pursuant to *Gas Utility Regulatory Act*, TEX. UTIL. CODE ("Gas Utility Regulatory Act") § 104.301; and

WHEREAS, the Company proposed an effective date of April 18, 2026, for the requested increase unless the City suspends the date for a period no longer than forty-five (45) days; and

WHEREAS, the City has exclusive original jurisdiction over the rates, operations and services of a gas utility in areas in the municipality pursuant to Gas Utility Regulatory Act § 103.001; and

WHEREAS, Gas Utility Regulatory Act § 104.301 requires a streamlined process for the recovery of the costs of incremental investment by a gas utility; and

WHEREAS, the City's review of CenterPoint's GRIP filing is limited to a ministerial review of the filing for compliance with the statute; and

WHEREAS, the City finds the need to suspend the effective date of CenterPoint's requested rate increase for 45 days beyond the Company's proposed effective date until June 2, 2026, in order to review the Company's filing for compliance with Gas Utility Regulatory Act § 104.301; and

WHEREAS, the reasonableness of the Company's investment will be reviewed in CenterPoint's future base rate case where all costs included in CenterPoint's GRIP filing will be subject to refund.

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

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of the Company's proposed GRIP rate increase, and the proposed tariffs related thereto, is hereby suspended until June 2, 2026.

Section 3. To the extent the City finds that the rates proposed by CenterPoint’s filing comply with Gas Utility Regulatory Act § 104.301, then the rates will become effective by operation of law on June 2, 2026.

Section 4. The meeting at which the ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider the repeal and replacement of Ordinance § 9.01.001 "Personnel rules adopted".

Department: Administration

Subject: Repeal and replacement of Personnel rules adopted by Ordinance § 9.01.001

Background: The City of Liberty desires to modernize and clarify the process for adopting, amending and maintaining personnel policies to ensure transparency, consistency, and effective administration.

Funding Source: n/a

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 PM

Department: Administration
Category: Ordinance

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, REPEALING PRIOR PERSONNEL POLICY ADOPTION LANGUAGE; ESTABLISHING A PROCESS FOR THE ADOPTION OF PERSONNEL POLICIES BY RESOLUTION; ASSIGNING RESPONSIBILITY TO THE CITY MANAGER FOR POLICY DEVELOPMENT AND UPDATES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Liberty has historically adopted personnel policies and related rules through various ordinances and references, including incorporation by reference of policies adopted in May 1976 and subsequent actions; and

WHEREAS, the City Council desires to modernize and clarify the process for adopting, amending, and maintaining personnel policies to ensure transparency, consistency, and effective administration; and

WHEREAS, the City Council recognizes the need to establish a clear governance structure in which personnel policies are formally approved by the governing body while allowing administrative flexibility for implementation and updates;

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

SECTION 1. REPEAL OF PRIOR INCORPORATION LANGUAGE

All prior ordinances, provisions of the Code of Ordinances, and any language incorporating personnel policies by reference—including but not limited to the personnel policy of May 1976 and any subsequent personnel rules or regulations adopted by ordinance—are hereby repealed to the extent of any conflict with this Ordinance.

SECTION 2. ADOPTION OF PERSONNEL POLICIES BY RESOLUTION REQUIRED

A. All personnel policies, including employee policy manuals, rules, and regulations governing employment with the City, shall be formally adopted by the City Council through resolution before becoming effective.

B. No personnel policy, amendment, or revision shall have force or effect unless and until it has been approved by the City Council by resolution.

C. However, the City Manager is authorized to establish temporary personnel policies, procedures, or directives when necessary to address immediate operational, legal, or organizational needs. Any such temporary policy shall be presented to the City Council for consideration and approval by resolution within forty-five (45) days of its implementation. If the City Council does not approve the temporary policy within forty-five (45) days, the policy shall automatically expire and be of no further force or effect unless otherwise extended by action of the City Council.

SECTION 3. ROLE AND RESPONSIBILITY OF THE CITY MANAGER

A. The City Manager shall be responsible for the development, maintenance, interpretation, and administration of all personnel policies of the City.

B. The City Manager shall periodically review personnel policies and present recommended updates, revisions, or new policies to the City Council for consideration and approval by resolution.

C. The City Manager may issue administrative procedures, guidelines, and internal directives necessary to implement adopted personnel policies, provided such actions are consistent with policies approved by the City Council.

SECTION 4. EFFECT OF PERSONNEL POLICIES

Personnel policies adopted by resolution are intended to serve as administrative guidelines for the governance of City employees and do not create a contract of employment or alter the at-will employment relationship unless expressly required by law.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND APPROVED on this ____ day of _____, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a Resolution approving the Employee Policy Manual, providing for related matters.

Department: Administration

Subject: Staff is presenting for City Council consideration a fully updated Employee Policy Manual that consolidates, modernizes, and replaces the City's existing personnel policies. The proposed manual establishes a clear, consistent, and legally sound framework for employee expectations, workplace standards, and administrative practices.

Background: The City's current personnel policies have developed over time through a combination of legacy documents, and the most recent significant update occurred in 2006. However, some of the policies date back to 1976. While these policies have provided a foundation for operations, they are now outdated, fragmented, and not reflective of current legal requirements or best practices. In many cases, policies have been applied inconsistently across departments due to their structure and age.

Over the past several year, staff has conducted a comprehensive review and modernization effort to develop a single, unified, professional Employee Policy Manual.

Funding Source: There is no direct fiscal impact associated with the adoption of the Employee Policy Manual. Any future fiscal impacts resulting from policy implementation will be addressed through the annual budget process.

Staff Recommendation: Staff recommends approval of the Resolution adopting the City of Liberty Employee Policy Manual with an effective date of May 1, 2026. The proposed effective date allows staff sufficient time to communicate the changes to employees and ensure a smooth transition.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ADOPTING THE CITY OF LIBERTY EMPLOYEE POLICY MANUAL; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Liberty is committed to maintaining clear, consistent, and up-to-date personnel policies that support effective municipal operations and provide guidance to City employees; and

WHEREAS, the City Manager has conducted a comprehensive review of existing personnel policies and has developed a revised Employee Policy Manual to reflect current best practices, legal requirements, and organizational needs; and

WHEREAS, the City Council has reviewed the proposed Employee Policy Manual and desires to formally adopt the same as the official personnel policy of the City of Liberty;

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

SECTION 1. ADOPTION

The City of Liberty Employee Policy Manual, attached hereto and incorporated herein by reference as Exhibit "A," is hereby approved and adopted as the official personnel policy of the City of Liberty.

SECTION 2. EFFECTIVE DATE

This Employee Policy Manual shall become effective on May 1, 2026. The current Employee Policy Manual shall remain in effect until such time as this new policy becomes effective.

SECTION 3. REPEAL OF PRIOR POLICIES

Upon the effective date of the revised Employee Policy Manual all prior personnel policies, manuals, rules, regulations, and administrative practices of the City of Liberty that are inconsistent with the provisions of the adopted Employee Policy Manual are hereby repealed to the extent of such conflict.

SECTION 4. ADMINISTRATION

The City Manager is authorized and directed to administer, interpret, and implement the Employee Policy Manual and to take such actions as are necessary to ensure compliance with its provisions.

SECTION 5. NO CONTRACT OF EMPLOYMENT

The Employee Policy Manual is intended to serve as a guideline for the administration of personnel matters and does not create a contract of employment, express or implied. All employees of the City of Liberty remain at-will employees, and employment may be terminated at any time, with or without cause or notice, unless otherwise provided by law.

SECTION 6. SEVERABILITY

If any provision of this Resolution or the adopted Employee Policy Manual is held invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 7. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED on this 14th day of April, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

EXHIBIT

A



Employee Policy Manual

Effective May 1, 2026

CONTENTS

POLICIES AND PROCEDURES MANUAL	6
City of Liberty, Texas	6
FOREWORD	6
AUTHORITY	6
GOVERNING BODY	6
CITY MANAGER	6
YOU – THE EMPLOYEE	7
IMPLEMENTATION	7
CHAPTER 1 – RECRUITMENT AND SEPARATION	8
1.0 – Employment at Will	8
1.1 – General Employment Requirements	8
1.2 – Hiring Process	8
1.3 – Types of Employment	8
1.4 – Transfers	9
1.5 – Layoffs and Recalls	9
1.6 – Voluntary Demotion	9
1.7 – Equal Opportunity, Safety, and General Conduct	9
1.8 – Department Head Responsibilities	9
CHAPTER 2: DISCIPLINE	10
2.00. Employment Relationship	10
2.01. Purpose of Discipline	10
2.02. Types of Discipline	10
2.03. Causes for Disciplinary Action	10
2.04. Rules of Conduct	10
2.05. Equal Treatment and Non-Discrimination	11
2.06. Documentation	11
2.07. Resignation and Notice Requirements	11
2.08. Separation and Final Pay	12
2.09. Pre-Disciplinary Hearings	12
2.10. Appeals	12
2.11. Medical Separation (Fitness for Duty)	12
2.12. Final Authority	12
Chapter 3 – Probationary Period	13
3.01: Purpose	13

3.02: Duration	13
3.03: Appraisal	13
3.04: Employment Status During Probation	13
3.05: Completion of the Probationary Period	13
3.06: Benefits Eligibility.....	14
3.07: Extension of Probationary Period.....	14
3.08: Supervisor Responsibilities	14
Chapter 4: Risk Management and Workplace Safety	15
4.01: Purpose	15
4.02: Risk Management Policy	15
4.03: Safety Responsibilities	15
4.04: Reporting Work-Related Injuries and Accidents.....	15
4.05: Workers' Compensation	15
4.06: Return to Work Program.....	16
4.07: Claims and Incident Reporting.....	16
4.08: Drug and Alcohol Testing (Post-Accident).....	16
4.09: Safety Committees and Inspections.....	16
4.10: Cybersecurity and Data Risk.....	16
4.11: Vehicle and Equipment Use	16
4.12: Emergency Preparedness and Response.....	17
4.13 Insurance and Risk Transfer	17
4.14 Mental Health and Wellness	17
4.15 Outside Employment.....	17
Chapter 5 – Leaves.....	18
5.01 Vacation Leave.....	18
5.02: Sick Leave	19
5.03: Leave without pay and accrual eligibility.....	20
5.04: Holiday Leave.....	20
5.05: Bereavement Leave	21
5.06: Jury Duty and Court Leave.....	21
5.07: Military Leave.....	21
5.08: Family And Medical Leave (FMLA)	22
5.09: Administrative Leave	22
5.10: Birthday Leave.....	22
5.11: Effect of Leave on Overtime Calculation	22

5.12: Leave Donation Program	23
5.13: Voting Leave	23
5.14: Summary Of Leave Types.....	23
5.15: Timekeeping Responsibilities	24
CHAPTER 6: COMPENSATION AND WORK HOURS	25
6.01 Work Hours and Attendance	25
6.02 Rest and Meal Breaks.....	25
6.03 Workweek Definition	25
6.04 On-Call Duty	25
6.05 Emergency Declarations.....	25
6.06 Performance Appraisals	26
6.07 Compliance and Exceptions.....	26
6.08 Interim Assignments and Out-of-Classification Pay.....	26
6.09 Take-Home Vehicles	26
6.10 Benefits.....	27
6.11 Reduction in Force (RIF) and Reorganization	27
CHAPTER 7 – DRESS AND APPEARANCE.....	29
7.01 Purpose.....	29
7.02 General Standards.....	29
7.03 Field Staff.....	29
7.04 Office Staff.....	29
7.05 Hybrid Roles.....	30
7.06 Uniforms and City Identification	30
7.07 Grooming and Hygiene	30
7.08 Casual Days.....	30
7.09 Exceptions and Accommodations	30
7.10 Enforcement.....	31
CHAPTER 8 - EMPLOYEE CONDUCT AND WORKPLACE POLICIES	32
8.01 Affirmative Action and Equal Employment Opportunity	32
8.02 Drug-Free Workplace	32
8.03 Workplace Harassment.....	34
8.04 TELECOMMUTING.....	34
CHAPTER 9 – WORKERS’ COMPENSATION.....	37
9.01 Purpose.....	37
9.02 Eligibility.....	37

9.03 Reporting a Work-Related Injury or Illness	37
9.04 Medical Treatment	37
9.05 Wage Replacement	37
9.06 Return to Work	38
9.07 Coordination with Other Leave	38
9.08 Fraudulent Claims	38
9.09 Contact Information	38
CHAPTER 10 EMERGENCY CONDITIONS POLICY	39
10.01 Purpose	39
10.02 Scope	39
10.03 Policy Statement	39
10.04 Emergency Duties	39
10.05 Employee Requirements	39
10.06 Administrative Guidelines	40
10.07 Policy Violations	40
CHAPTER 11: TECHNOLOGY AND SOCIAL MEDIA USE	41
11.01 – Purpose	41
11.02 – Acceptable Use of City Technology	41
11.03 – Email and Internet Use	41
11.04 – City-Owned Social Media Accounts	41
11.05 – Employee Use of Personal Social Media	42
11.06 – Security and Data Protection	42
11.07 – Violations and Disciplinary Action	42
11.08 – Policy Updates and Acknowledgment	43
11.09 – Covered Applications and Prohibited Technology	43
11.10 – Mobile Device and Cell Phone Use	43
11.11 – City Website Use and Governance	43
APPENDIX A (ref. Ch. 2) – EXAMPLES OF DISCIPLINARY OFFENSES	44
INDEX (ALPHABETICAL)	46

POLICIES AND PROCEDURES MANUAL

CITY OF LIBERTY, TEXAS

FOREWORD

AUTHORITY

These policies are established by the City Council of Liberty, Texas. Any deletions, amendments, revisions, or additions must be approved by the City Council. These policies completely replace and supersede any and all personnel policies previously adopted—whether individually or as a set—by the City Council.

These policies do not create a contract of employment between the City and any employee. They are intended to serve as administrative guidelines and may be revised or rescinded at any time without prior notice. All employees are considered at-will employees of the City of Liberty, and employment may be terminated at any time, for any reason, with or without cause or notice.

Department heads may adopt rules and regulations specific to their operations, provided they are not less stringent than and do not conflict with these policies. In the case of a conflict, the City-wide policies shall govern. Departmental rules must also be approved by the City Manager.

The City reserves the right to make final determinations regarding the interpretation and intent of these policies. The City Council may interpret, modify, suspend, or cancel any portion of this manual at its sole discretion.

GOVERNING BODY

Under Liberty's Council-Manager form of government, seven of our fellow citizens are elected to serve on the City Council. The Council consists of the Mayor and six (6) Council Members, each serving two-year terms. The Mayor and three Council Members are elected in even-numbered years, while the remaining three Council Members are elected in odd-numbered years. This staggered method ensures continuity by maintaining experienced leadership on the governing body at all times.

The City Council is empowered by the City Charter to appoint officers and members to various boards, as required by state and federal law, and to provide for the efficient operation of City government.

CITY MANAGER

The City Charter delegates to the City Council the authority to appoint a City Manager. The City Manager serves as the chief administrative and executive officer of the city and shall be responsible to the city council for the administration of all the affairs of the city. He shall be chosen by the city council solely on the basis of his executive and administrative training, experience and ability. The City Manager may delegate this authority as appropriate to department heads and other staff.

YOU – THE EMPLOYEE

The City of Liberty depends on a team of dedicated employees, each of whom plays a vital role in delivering quality services to our citizens. How well you perform your duties directly impacts the efficiency and effectiveness of your department and, in turn, the City as a whole.

The way you serve—with fairness, professionalism, and courtesy—shapes the public's perception of City government. Every employee contributes to our public image and to maintaining the trust of the community we serve.

This manual is designed to help you understand how the City operates, what is expected of you, and how you can thrive in your role. It serves as a reference guide for many of the questions you may have regarding employment with the City of Liberty.

IMPLEMENTATION

The City Manager shall have broad authority and discretion in the interpretation and application of the personnel policies of the City of Liberty. The City Manager may develop, implement, and modify administrative policies and procedures as necessary to respond to changing organizational conditions, provided such actions remain consistent with other actions reserved by statute or charter to the City Council, final authority for personnel matters rests with the City Manager. The City Manager may delegate certain responsibilities to department heads or other designated staff as appropriate.

Departments may develop internal rules specific to their operations, provided they do not conflict with these policies. Any such departmental rules must be approved by the City Manager.

APPROVAL AND SUBMISSION BY:

Bryan Kendrick, City Manager

Date

CHAPTER 1 – RECRUITMENT AND SEPARATION

1.0 – EMPLOYMENT AT WILL

All employment with the City of Liberty is 'at-will.' This means that either the employee or the City may terminate the employment relationship at any time, with or without cause or notice. Nothing in this manual, or in any other document or statement, shall be construed to create a contract of employment for any specific duration. Each employee will acknowledge their at-will status in writing upon hire.

1.1 – GENERAL EMPLOYMENT REQUIREMENTS

All applicants for employment must:

- Complete and sign a City of Liberty employment application.
- Be at least eighteen (18) years of age.
- Successfully complete all pre-employment requirements including:
 - A background check
 - A pre-employment drug screening
 - A pre-employment physical

The City will pay for the initial pre-employment drug screen and physical. Any additional tests required by the City's examining physician shall be the applicant's responsibility.

1.2 – HIRING PROCESS

Department heads must notify Human Resources when a vacancy occurs. Interested employees must notify the hiring department head in writing. In cases of equally qualified candidates, current City employees may be given preference. All application materials and pre-employment medical records will be retained in the employee's personnel file.

1.3 – TYPES OF EMPLOYMENT

The City recognizes the following types of employment:

- 1) Full-Time Employees – Employees regularly scheduled to 32 hours or more per week. Eligible for full benefits.
- 2) Part-Time Employees – Employees regularly scheduled to work 31 hours or less per week, not to exceed more than 999 hours in a calendar year. Not eligible for benefits unless otherwise required by law.
- 3) Temporary Employees – Employees hired for a specific project or duration. Not eligible for benefits and may be full- or part-time.

Department heads must request City Manager approval for all temporary positions. Temporary employees will be informed of their employment end date and paid on the next regular pay period following termination.

1.4 – TRANSFERS

All transfers between departments require prior approval from the City Manager. Transfers not resulting in a promotion are generally discouraged, except where they provide better utilization of skills or enhance morale. Departments must release transferred employees in a timely manner.

1.5 – LAYOFFS AND RECALLS

An employee may be laid off due to reorganization, lack of work, or budgetary reductions. When possible, employees will be given two weeks' notice. Temporary employees shall be laid off before regular employees in similar roles. Layoffs are not considered disciplinary actions.

Recall decisions will be made based on qualifications and prior performance. Employees recalled must report as instructed or forfeit reemployment rights.

1.6 – VOLUNTARY DEMOTION

Employees may request voluntary demotion to a position with reduced responsibilities, subject to approval by the department head and City Manager. A written justification for the demotion will be placed in the employee's personnel file. The employee must accept all terms of the new position.

1.7 – EQUAL OPPORTUNITY, SAFETY, AND GENERAL CONDUCT

The City of Liberty is an equal opportunity employer. Discrimination or harassment on the basis of race, color, religion, sex, age, national origin, disability, or any other protected category is prohibited. The City complies with the Americans with Disabilities Act and maintains a safe, inclusive, and respectful workplace. Employees are expected to use City resources responsibly and adhere to all departmental and citywide codes of conduct.

1.8 – DEPARTMENT HEAD RESPONSIBILITIES

Department heads are responsible for enforcing City policies, procedures, and administrative directives. They must ensure their departments comply with applicable local, state, and federal laws. Supervisors must monitor employee conduct and performance, fostering a respectful and professional workplace.

CHAPTER 2: DISCIPLINE

2.00. EMPLOYMENT RELATIONSHIP

The City of Liberty observes the "at-will" employment doctrine. Nothing in this chapter or in any part of the employee manual shall be construed as creating a contract or guarantee of employment. Employment may be terminated at any time by either the employee or the City, with or without cause or advance notice, subject to applicable laws and policies.

2.01. PURPOSE OF DISCIPLINE

The purpose of discipline is to encourage positive change in employee behavior and performance, to maintain a productive and safe work environment, and to support the attainment of organizational goals. Disciplinary actions are intended to correct rather than punish, but may include termination when necessary.

2.02. TYPES OF DISCIPLINE

The City recognizes three primary disciplinary approaches:

- a) Progressive Discipline – A structured process where increasingly severe penalties are applied for repeated or serious infractions. This may include verbal warnings, written warnings, suspension, and termination.
- b) Discretionary Discipline – In certain circumstances, the severity or nature of an infraction may justify immediate action outside of the progressive sequence. Supervisors are empowered to use discretion based on the specific facts of a situation.
- c) Terminal Discipline – Some violations are so serious that termination may be warranted on a first offense. All terminations are subject to review by the City Manager.

2.03. CAUSES FOR DISCIPLINARY ACTION

Employees may be subject to disciplinary action for, but not limited to, the examples provided in Appendix A of this manual.

2.04. RULES OF CONDUCT

Employees are expected to maintain high standards of conduct, integrity, and professionalism in the workplace. All employees should:

- Perform duties efficiently, reliably, and with attention to quality
- Adhere to City policies, procedures, and supervisory instructions
- Interact respectfully and courteously with coworkers, supervisors, and the public
- Report to work on time and maintain regular attendance
- Uphold safety practices and immediately report unsafe conditions or incidents
- Protect City property and use it only for authorized purposes

- Maintain confidentiality of sensitive information
- Represent the City in a manner that reflects positively on its values and mission
- Avoid conflicts of interest by conducting all City business with impartiality and without personal gain, and disclosing any potential conflicts to Human Resources
- Exercise political neutrality in the course of official duties and refrain from using City resources, authority, or influence to support or oppose any candidate, issue, or political organization in any election, including City and non-City elections. Employees must not engage in campaign activity while on duty, in uniform, or while representing themselves as City employees

Violations of these expectations may result in disciplinary action. For a detailed, though not exhaustive, list of conduct that may lead to discipline, refer to Appendix A – Examples of Disciplinary Offenses.

2.05. EQUAL TREATMENT AND NON-DISCRIMINATION

No employee shall be disciplined, demoted, suspended, or discharged on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability, genetic information, military or veteran status, or any other protected classification under applicable law.

The City of Liberty is committed to ensuring that all disciplinary actions are based solely on objective, job-related criteria. Any form of retaliation against an employee who, in good faith, reports misconduct, discrimination, or harassment is strictly prohibited and may result in disciplinary action up to and including termination.

2.06. DOCUMENTATION

All disciplinary actions, including verbal warnings, must be documented either using the official "Disciplinary Action Report" form or a Discipline Memo approved by Human Resources prior to any action. All discipline related documents must be filed with Human Resources for inclusion in the employee's personnel file.

2.07. RESIGNATION AND NOTICE REQUIREMENTS

Employees are encouraged to provide at least ten (10) working days' written notice of resignation to their supervisor. Supervisors and department heads are asked to provide fifteen (15) working days' notice to the City Manager.

At the discretion of the City Manager and based on the operational needs or circumstances surrounding the resignation, the City may elect to release the employee from active duty before the effective resignation date while continuing compensation through the originally provided notice period. This provision does not waive the employee's obligation to provide notice to be considered in good standing unless otherwise approved by the City Manager.

A) EMERGENCY OR EXTENUATING CIRCUMSTANCES

In the event of a personal emergency or other unforeseen hardship, employees may request an exception to the notice requirement. Such requests should be made in writing and submitted to the City Manager or designee. Approval is at the City's discretion and will be documented in the personnel file.

Failure to provide reasonable notice without approval may impact an employee's eligibility for rehire.

2.08. SEPARATION AND FINAL PAY

Employees who are discharged or who resign in good standing will receive their final paycheck, including any accrued compensation, within the timeframe required by law.

2.09. PRE-DISCIPLINARY HEARINGS

Police and Fire Department Employees shall receive pre-disciplinary hearings, if required by Texas Law.

2.10. APPEALS

Employees may appeal formal disciplinary actions by submitting a written appeal to the City Manager within five (5) working days of receiving notice of the action. The City Manager shall review the case and render a final written decision within ten (10) working days of the conclusion of the appeal hearing. The City Manager's decision shall be final.

Employees have the right to present a written and/or oral response and may be accompanied by a representative or legal counsel during the appeal hearing.

2.11. MEDICAL SEPARATION (FITNESS FOR DUTY)

An employee may be separated due to medical incapacity when they can no longer meet the essential functions of the position, with or without reasonable accommodation. This is sometimes referred to as a determination of "fitness for duty." This determination must be supported by appropriate medical documentation. Medical separation shall not be considered disciplinary and does not affect eligibility for accrued benefits related to illness or disability.

2.12. FINAL AUTHORITY

The City Manager has the final authority on all disciplinary matters.

Exception: In cases involving disciplinary action against an employee who reports directly to the City Manager, including termination, the affected employee may submit a written appeal to the City Secretary addressed to the Council within five (5) working days of receiving the City Manager's final decision. The Council's decision shall be final and not subject to further appeal. This exception does not apply to probationary employees.

CHAPTER 3 – PROBATIONARY PERIOD

3.01: PURPOSE

The probationary period is a designated timeframe at the beginning of employment during which the City and the employee assess mutual suitability. Also referred to as the introductory or training period, this phase allows supervisors to evaluate the employee's performance, skills, conduct, and alignment with organizational values.

3.02: DURATION

The standard probationary period for most new employees is six (6) months from the date of hire. Certain public safety positions are subject to a longer probationary period as follows:

- Police Officers: One (1) year
- Firefighters and Emergency Medical Personnel: One (1) year

The probationary period may be extended by the Department Head with prior approval from the City Manager if additional time is needed to assess the employee's performance.

3.03: APPRAISAL

An official performance appraisal will be conducted near the end of the probationary period using the City's Performance Appraisal Form. The appraisal will address the employee's ability, work ethic, attitude, and overall job performance. The employee will be given the opportunity to review and acknowledge the appraisal in writing.

3.04: EMPLOYMENT STATUS DURING PROBATION

Employees remain at-will throughout the probationary period and may be dismissed at any time, with or without cause or prior notice. Such separation is not considered disciplinary and is not subject to the appeal or grievance procedures outlined in this manual. Any separation during the probationary period should be coordinated with Human Resources and follow the procedures outlined in Chapter Two (2) of this manual.

3.05: COMPLETION OF THE PROBATIONARY PERIOD

Successful completion of the probationary period does not guarantee continued employment, nor does it create a contract or change the at-will employment relationship.

A: CLARIFICATION OF AT-WILL STATUS

Completion of the probationary period does not change the employee's at-will status. Employment with the City is not for a specified term and may be terminated at any time, with or without cause, unless otherwise required by law.

3.06: BENEFITS ELIGIBILITY

Full-time employees become eligible for City-sponsored insurance benefits after sixty (60) days of employment. Coverage will begin on the first day of the month following the 60-day period, in accordance with the terms of the City's insurance plans.

3.07: EXTENSION OF PROBATIONARY PERIOD

The probationary period may be extended at the discretion of the Department Head with written justification and approval from the City Manager. Extensions may be appropriate due to performance concerns, extended leave during the initial period, or to allow additional time for evaluation. Employees will be notified in writing if their probationary period is extended, including the reason and new end date.

3.08: SUPERVISOR RESPONSIBILITIES

Supervisors are expected to provide new employees with clear job expectations, regular feedback, and any necessary training or resources during the probationary period. They should document any concerns or commendations and ensure timely completion of the appraisal process.

CHAPTER 4: RISK MANAGEMENT AND WORKPLACE SAFETY

4.01: PURPOSE

The purpose of this policy is to promote a safe, healthy, and secure work environment for all employees, reduce exposure to liability, and protect the City of Liberty's physical and financial assets. This policy outlines the City's approach to risk management, employee safety, accident prevention, and the handling of claims.

4.02: RISK MANAGEMENT POLICY

The City of Liberty is committed to proactive risk management practices that identify, evaluate, and mitigate risks to employees, citizens, property, and operations. This includes the implementation of safety programs, training, inspections, and reporting procedures aimed at minimizing losses.

The City Manager or their designee shall oversee risk management activities and coordinate with departments to ensure compliance.

4.03: SAFETY RESPONSIBILITIES

Department Directors are responsible for establishing and enforcing safe work practices within their departments, ensuring compliance with citywide policies, and identifying specific hazards.

Supervisors are responsible for day-to-day enforcement of safety procedures, conducting safety briefings, and ensuring employees follow appropriate protocols.

Employees are expected to follow all safety rules, report unsafe conditions, and use personal protective equipment (PPE) as required.

4.04: REPORTING WORK-RELATED INJURIES AND ACCIDENTS

Employees must report all job-related injuries or accidents to their supervisor immediately, no later than the end of their shift. Failure to report promptly may result in disciplinary action and/or delay in benefits.

Supervisors must complete and submit an accident report form to Human Resources or the City's risk coordinator within 24 hours of notification.

4.05: WORKERS' COMPENSATION

All employees are covered under the City's workers' compensation insurance. Benefits may include medical treatment, wage replacement, and rehabilitation services for employees who are injured in the course and scope of their employment, in accordance with Texas law.

Employees receiving workers' compensation benefits are expected to maintain regular contact with their supervisor and Human Resources and may be required to provide status updates from medical providers.

4.06: RETURN TO WORK PROGRAM

The City supports a Return to Work Program that provides modified duty assignments for employees temporarily unable to perform their regular duties due to a work-related injury or illness. Participation in the program is based on medical recommendation and operational needs.

4.07: CLAIMS AND INCIDENT REPORTING

All incidents involving property damage, vehicle accidents, or potential liability must be reported promptly. Employees should not make admissions of fault. Incident reports should be submitted to the City's designated risk management authority for evaluation and processing.

4.08: DRUG AND ALCOHOL TESTING (POST-ACCIDENT)

Employees involved in a workplace accident or vehicle incident may be subject to drug and alcohol testing, in accordance with the City's substance abuse policy.

4.09: SAFETY COMMITTEES AND INSPECTIONS

The City may establish a Safety Committee comprised of employees from various departments. This committee may review incidents, recommend corrective actions, and promote a culture of safety.

Routine safety inspections will be conducted at city facilities and worksites to identify hazards and recommend improvements.

4.10: CYBERSECURITY AND DATA RISK

The City of Liberty is committed to protecting its digital infrastructure, systems, and sensitive information from cyber threats. While not all employees are assigned computers as part of their regular job duties, all employees are expected to exercise vigilance when handling City information, whether in digital or physical form.

Employees who do have access to City computer systems, networks, or email accounts are required to complete annual cybersecurity awareness training. These employees must adhere to City policies regarding password protection, phishing awareness, proper handling of sensitive data, and acceptable use of City technology.

Any suspected cybersecurity incident, including phishing attempts or unauthorized access to City systems, must be reported immediately to the City's IT Department or designated cybersecurity official.

4.11: VEHICLE AND EQUIPMENT USE

Only authorized personnel may operate City vehicles or heavy equipment. All drivers must hold a valid license appropriate for the vehicle being operated. All accidents involving City vehicles must be reported immediately. Seatbelt use is mandatory at all times. Use of mobile devices

while driving is prohibited unless a hands-free device is used. Smoking and/or vaping is prohibited in all city vehicles and/or equipment.

Employees may not use City-owned equipment, tools, vehicles, or materials for personal or non-city approved purposes. Department heads are responsible for ensuring tools and materials are used only for official City business and properly maintained.

4.12: EMERGENCY PREPAREDNESS AND RESPONSE

In accordance with FEMA Guidelines and the Texas Department of Emergency Management (TDEM), the City maintains emergency action plans for all major facilities and departments. Assigned employees must participate in assigned certification programs, annual drills and familiarize themselves with evacuation routes, shelter locations, and emergency contacts. Executive Management and Department heads are responsible for ensuring continuity of operations in the event of a natural disaster, utility failure, or major incident.

4.13 INSURANCE AND RISK TRANSFER

The City may require vendors, contractors, and partners to carry insurance and include indemnification clauses in agreements to mitigate exposure. Departments must coordinate with the City's risk management authority before executing contracts that present significant liability.

4.14 MENTAL HEALTH AND WELLNESS

Risk management includes mental wellness. The City encourages employees to use Employee Assistance Programs (EAP) and supports a culture of psychological safety. Supervisors are expected to foster open communication, reduce stigma, and refer employees to available resources when appropriate.

4.15 OUTSIDE EMPLOYMENT

Outside employment must not interfere with an employee's City responsibilities. Under no circumstances may outside work be performed during City work hours. Supervisors must report any conflicts of interest to the City Manager.

CHAPTER 5 – LEAVES

5.01 VACATION LEAVE

A. Eligibility

Regular full-time employees (scheduled to work 32 or more hours per week) become eligible to use accrued vacation leave after six (6) months of continuous service.

B. Accrual Rates

Vacation leave accrues monthly based on the employee's years of continuous service:

Years of Service	Accrual Rate (Hours/Month)
Less than 4 years	8 hours
4 to 7 years	10 hours
Over 8 years	13.33 hours

Firefighters assigned to 24-hour shifts accrue 12 hours per month but are subject to a maximum accrual aligned with their tenure as shown above.

C. Maximum Carryover

Employees may carryover up to two (2) times their annual accrual rate. Once the maximum is reached, no additional vacation time will carryover until the balance falls below the cap.

D. Use and Scheduling

Vacation leave should be scheduled in advance and is subject to supervisory approval based on operational needs. The City Manager may extend the time allowed to use accrued vacation or authorize a payout in lieu of time off due to operational exigencies.

E. Holidays During Vacation

Official City holidays occurring during a period of approved vacation will not be charged against an employee's vacation leave.

F. Vacation Payout on Separation

Employees who:

- 1) Resign in good standing, and
- 2) Provide proper written notice per City policy, and
- 3) Have completed at least twelve (12) months of continuous service,

are eligible to receive a lump-sum payment for their accrued, unused vacation time, not to exceed the maximum allowable accrual.

SECTION 5.02: SICK LEAVE

A. Accrual

Full-time employees accrue eight (8) hours of sick leave per month of service. Sick leave begins accruing from the date of employment. Firefighters accrue twelve (12) hours of sick leave per month of service.

B. Use

Sick leave may be used for:

- Personal illness or injury
- Medical or dental appointments
- Care of an immediate family member

Employees must notify their supervisor as soon as practicable if they are unable to report for work.

C. Sick Leave Payout Upon Separation

Employees who separate from employment for violations of City policy shall not be paid for any accrued sick leave.

Employees who leave City employment in good standing, provide proper notice as required by Section 2.07 of this Manual, and meet the minimum service thresholds below shall be eligible for payment of unused sick leave:

- 3–5 years of continuous service: up to 160 hours
- 6–8 years of continuous service: up to 240 hours
- 9-11 years of continuous service: up to 320 hours
- 12-14 years of continuous service: up to 400 hours
- 15+ years of continuous service: up to 480 hours

Payment shall be made at the employee's current rate of pay.

D. Maximum Accrual Cap

Accumulation of sick leave for use during employment shall be unlimited. However, payout is subject to the maximums defined above.

E. Documentation

At the discretion of the direct supervisor, a medical certification may be required after two (2) consecutive days of absence or if abuse of sick leave is suspected.

5.03: LEAVE WITHOUT PAY AND ACCRUAL ELIGIBILITY

Employees who are placed on, or who take, Leave Without Pay during a month shall not earn or accrue leave benefits for that month.

A. Applicability

This policy applies to all full-time employees eligible to accrue leave benefits, including but not limited to vacation leave, sick leave, and any other paid leave accruals established by City policy.

B. Accrual Suspension

- 1) Leave accruals are based on active paid status during the month.
- 2) If an employee is placed on leave without pay for any portion of a month, the employee shall not earn leave accruals for that month.
- 3) If an employee takes leave without pay for any portion of a month, the employee shall not earn leave accruals for that month.
- 4) Leave accrual eligibility will resume beginning with the first full month in which the employee returns to active paid status.

C. Exceptions

The City Manager may approve exceptions when required by federal or state law or when necessary to comply with legally protected leave programs.

D. Administration

The Human Resources Department shall administer this policy and determine accrual eligibility in coordination with payroll records.

5.04: HOLIDAY LEAVE

A. Designated Holidays

The City observes the following holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Texas Independence Day
- Good Friday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

- Thanksgiving Day and the following Friday
- Christmas Holidays (December 24th and 25th). When Christmas Eve and Christmas Day fall in a manner that does not reasonably allow for travel one additional adjacent workday will be designated as a “Holiday Travel Day” in accordance with the following guidelines:
 - If Christmas falls on Tuesday or Thursday, the City will grant the adjacent Monday or Friday as a Holiday Travel Day.
 - If Christmas falls on Wednesday, the City will grant the adjacent Monday as a Holiday Travel Day.
 - If Christmas falls on Saturday, the City will observe the Christmas Holiday on the following Monday.
 - If Christmas falls on Sunday, the City will observe the Christmas Eve Holiday on previous Friday and Christmas Holiday on the following Monday.

B. Holiday Pay

Full-time employees will receive holiday pay equivalent to their regular scheduled workday. Employees required to work on a holiday may be eligible for compensatory time or holiday pay per departmental policy.

5.05: BEREAVEMENT LEAVE

Employees may be granted up to three (3) working days of paid leave in the event of a death in the immediate family. Immediate family includes: spouse, parent, child, sibling, grandparent, grandchild, or in-law equivalents.

Additional leave may be granted with the approval of the Department Director or City Manager, and may be charged against vacation or compensatory time.

5.06: JURY DUTY AND COURT LEAVE

Employees required to serve on a jury or subpoenaed as a witness in a legal proceeding, not involving personal matters related to the employee, will be granted paid leave. Employees must provide proper documentation of service.

Pay received for jury duty may be retained by the employee

5.07: MILITARY LEAVE

Employees who are members of the United States armed forces or National Guard will be granted military leave in accordance with applicable federal and state law. Up to 15 days of paid military leave per federal fiscal year will be provided for active duty, training, or emergency service.

State or Federal Law governing military leave shall have precedence over this policy in the event such law is more liberal than these regulations.

5.08: FAMILY AND MEDICAL LEAVE (FMLA)

Employees who meet eligibility requirements under the Family and Medical Leave Act (FMLA) are entitled to up to twelve (12) weeks of unpaid, job-protected leave within a rolling twelve (12)-month period for qualifying events, in accordance with federal law.

During FMLA leave, the City will maintain the employee's group health insurance coverage under the same terms and conditions as if the employee were actively working, provided the employee continues to pay their required portion of premiums. If paid leave balances are exhausted, the employee shall be responsible for timely payment of their portion of insurance premiums to maintain coverage.

Employees are required to use all available accrued paid leave (including vacation and sick leave) concurrently with FMLA leave. FMLA leave will run concurrently with such paid leave and will not be taken in addition to accrued leave balances.

Employees must request FMLA leave in accordance with City procedures and provide appropriate medical certification and supporting documentation as required.

5.09: ADMINISTRATIVE LEAVE

The City Manager may authorize paid administrative leave for:

- Internal investigations
- Severe weather or public emergencies
- Other circumstances where deemed appropriate and in the City's best interest

5.10: BIRTHDAY LEAVE

Full-time employees are granted eight (8) hours paid leave per fiscal year in observance of their birthday. This day must be scheduled in advance and approved by the employee's supervisor. If operational needs prevent the employee from taking leave on or near their birthday, the leave may be used at any time within the twelve-month period following the birthday.

Birthday leave does not carry over from year to year and has no cash value if unused.

5.11: EFFECT OF LEAVE ON OVERTIME CALCULATION

For calculating overtime:

- Only actual hours worked are counted toward the 40-hour threshold for overtime eligibility under the Fair Labor Standards Act (FLSA).
- Paid leave hours—including vacation, sick, holiday, birthday, bereavement, jury duty, military, and administrative leave—do not count as hours worked when determining eligibility for overtime.

5.12: LEAVE DONATION PROGRAM

A. Eligibility

- Recipient must be a full-time employee who has exhausted all available leave balances.
- The situation must involve a qualifying medical or personal emergency, subject to HR and City Manager approval.

B. Donation Guidelines

- Only accrued sick leave may be donated.
- Donations must be submitted in writing using the City's designated form.
- Donated leave is irrevocable and credited to the recipient's sick leave balance.

All leave donations are subject to review and final approval by Human Resources and the City Manager.

5.13: VOTING LEAVE

In accordance with Texas law, employees are entitled to take paid time off to vote in any election if their work schedule does not otherwise provide two (2) consecutive hours outside of work during the time polls are open.

Supervisors may designate when during the day the leave is taken to ensure operational coverage.

5.14: SUMMARY OF LEAVE TYPES

Leave Type	Accrual/Allowance	Carryover	Paid Out at Separation	Notes
Vacation	Monthly accrual based on tenure	Yes	Yes (with conditions)	
Sick	8 hours/month	Yes	Yes (with limits & conditions)	Use may require medical certification
Holidays	Fixed calendar holidays	N/A	N/A	Additional days may be authorized
Bereavement	Up to 3 days per event	No	No	Extended leave may use other accruals
Jury Duty	As required by court	No	No	Paid leave; employee keeps jury pay
Military Leave	Up to 15 paid days/year	No	No	Per federal/state law
FMLA	Up to 12 weeks unpaid, job-protected	N/A	N/A	Per federal law; may require certification
Administrative	As approved by City Manager	N/A	N/A	Used for emergencies/investigations
Birthday	1 day per year	No	N/A	Must be used in fiscal year
Donated Leave	As approved	No	No	
Voting Leave	As needed per election laws	No	No	Applies if not enough time outside work

5.15: TIMEKEEPING RESPONSIBILITIES

Supervisors are responsible for ensuring time records are complete, accurate, and submitted on time. Employees are expected to remain at their workstations during scheduled hours, excluding authorized breaks.

CHAPTER 6: COMPENSATION AND WORK HOURS

6.01 WORK HOURS AND ATTENDANCE

Employees are expected to be at their designated work stations and ready to begin work no later than the scheduled start time established by their department. Variations in starting times must be approved by the City Manager. For shift-based positions, supervisors will assign and communicate specific start and end times.

6.02 REST AND MEAL BREAKS

Each employee may receive two (2) paid fifteen (15) minute rest breaks per day—one in the morning and one in the afternoon—scheduled at the discretion of the supervisor. Rest breaks are a privilege, not a guarantee, and may be adjusted based on operational needs.

A one (1) hour unpaid lunch break will typically be provided. Department Heads may approve alternate lunch periods based on operational requirements, including a thirty (30) minute lunch for field crews taking lunch on job sites.

6.03 WORKWEEK DEFINITION

The standard workweek for the City begins at 12:01 a.m. on Monday and ends at midnight the following Sunday. This definition is used for the purpose of timekeeping and determining overtime eligibility.

6.04 ON-CALL DUTY

Employees assigned to on-call duty are expected to be reachable and available to report to work during off-duty hours. On-call status must be approved by the Department Head and City Manager. Employees on-call will receive a flat weekly on-call stipend as determined by the City Manager. If called to work, employees will be compensated for the actual time worked in accordance with standard payroll procedures.

6.05 EMERGENCY DECLARATIONS

In the event of a City-declared emergency, all employees (non-exempt and exempt) who are required to work will be compensated for all hours worked including overtime pay. The City Manager may authorize additional compensation or paid administrative leave for exempt employees who are required to work during emergencies.

Exempt employees who work outside of their normal scheduled hours or days off will be compensated at the city's overtime rate for working during an emergency/disaster, only if such event is part of a City Council declared emergency/disaster. During declared emergencies/disasters, paycheck distribution will occur on the normal schedule unless instructed otherwise. If the emergency/disaster necessitates a change in the payroll processing schedule, Managers/Supervisors will be notified.

Employees who are sent home by their Manager/Supervisor prior to the beginning or completion of their normal shift will be paid administrative leave for the remaining hours of their shift.

6.06 PERFORMANCE APPRAISALS

An employee becomes a full-time permanent employee upon successful completion of their introductory period. At the conclusion of this period, the supervisor will complete a written Performance Appraisal, which must be reviewed and signed by the employee, supervisor, and a reviewing officer.

Each full-time employee will receive a formal Performance Appraisal annually prior to March 31st. Supervisors are encouraged to conduct informal check-ins or progress reviews throughout the year to support employee development and performance goals.

6.07 COMPLIANCE AND EXCEPTIONS

All provisions in this chapter are subject to compliance with applicable federal and state labor laws. Any exceptions or modifications to these policies must be approved by the City Manager in writing.

6.08 INTERIM ASSIGNMENTS AND OUT-OF-CLASSIFICATION PAY

Employees who are temporarily assigned to perform the duties of a higher-level position for an extended period may be eligible for interim or out-of-classification pay. The following guidelines apply:

- **Eligibility:** To qualify, the assignment must be formally approved in writing by the Department Head and City Manager and must extend beyond ten (10) consecutive workdays.
- **Compensation:** Employees assigned to a higher-level role will receive a temporary pay adjustment as determined by the City Manager, typically not to exceed the entry step of the higher classification or a ten (10) percent increase over the employee's base pay, whichever is higher.
- **Duration:** Interim pay will only be provided for the duration of the assignment and will cease upon return to the employee's regular duties.
- **Limitations:** Interim assignments do not constitute a promotion and do not guarantee permanent placement in the higher-level position. Benefits and seniority continue to accrue based on the employee's regular classification unless otherwise approved.

6.09 TAKE-HOME VEHICLES

Employees authorized to take City vehicles home (e.g., on-call staff) must use them solely for City business. Personal use of City vehicles is prohibited unless expressly authorized.

6.10 BENEFITS

The City of Liberty provides a competitive package of employee benefits, which includes health insurance, dental and vision coverage, life and disability insurance, retirement contributions through Texas Municipal Retirement System (TMRS), paid leave, and other supplemental offerings.

Specific benefit details, eligibility criteria, and costs are outlined in the official plan documents and may vary by position type or employment status. The City reserves the right to amend, modify, or discontinue any benefit plan or offering at its discretion or as required by law or budget constraints.

6.11 REDUCTION IN FORCE (RIF) AND REORGANIZATION

A. Purpose

The purpose of this policy is to establish a consistent and equitable process for reducing the City's workforce due to budgetary constraints, reorganization, lack of work, or changes in service delivery. It is the City's intent to minimize adverse impacts on employees while preserving the City's operational efficiency and financial responsibility.

B. Policy Statement

The City of Liberty may eliminate positions, reduce hours, or reorganize departments or operations when necessary. These decisions will be made based on business needs, subject to City Council approval when appropriate.

C. Definitions

- Reduction in Force (RIF): A permanent elimination of one or more positions due to budget constraints, lack of work, programmatic changes, or other operational considerations.
- Reorganization: A restructuring of departments, divisions, or functions that may result in the reassignment of duties, realignment of positions, or elimination of roles.

D. Guiding Principles

- Fairness and Objectivity: Decisions will be based on objective business criteria, not personal performance or protected characteristics.
- Consistency: The City will follow a consistent process while allowing for flexibility based on departmental or organizational needs.
- Communication: Affected employees will be informed in a timely and respectful manner.

E. Criteria for Determining Position Reductions

The following factors may be considered when determining which positions are affected:

- Operational necessity of the position
- Efficiency and productivity of the function

- Budgetary impact
- Employee classification (temporary, probationary, part-time, full-time)
- Skills, qualifications, and ability to perform the remaining work
- Length of service with the City (may be considered but is not the sole factor)

F. Notification

The City will provide written notice to affected employee(s) at least two (2) weeks prior to the effective date of the RIF when practicable. The notice will include the effective date, reason for the reduction, and information about final pay, benefits, and support resources.

G. Severance and Benefits

Employees separated due to a RIF may be eligible for the following:

- Accrued Leave Payout: Payment of accrued and unused leave in accordance with City policy.
- Severance Pay: Employees will receive severance pay equivalent to ten (10) hours of regular base pay for each full year of continuous service with the City, up to a maximum of two hundred (200) hours. Severance pay is subject to standard payroll deductions.
- COBRA Continuation: Eligibility for continuation of group health insurance benefits under COBRA, in accordance with federal regulations.
- Employment Verification: A letter of recommendation or verification of service, if requested.

H. Reemployment Consideration

Former employees separated due to a RIF may be considered for future openings for which they are qualified. Upon reemployment within twelve (12) months, they may have their prior service time restored for purposes of vacation accrual and retirement service credit, subject to applicable laws and benefit plan rules.

I. Appeal Rights

A reduction in force is not considered disciplinary and is not subject to the grievance or appeal procedures applicable to disciplinary actions. However, employees may bring forward any concerns regarding the application of this policy through the City's general complaint procedure.

J. Authority

All decisions regarding reductions in force or reorganization must be approved by the City Manager or their designee in consultation with the Human Resources Department and, when applicable, the Finance Department and Legal Counsel.

CHAPTER 7 – DRESS AND APPEARANCE

7.01 PURPOSE

The purpose of this policy is to promote a professional, safe, and inclusive work environment that reflects positively on the City of Liberty and the citizens we serve. Employees' appearance and personal hygiene contribute to the public's perception of the City and should reflect pride in service.

7.02 GENERAL STANDARDS

- Employees are expected to use good judgment in selecting attire appropriate to their position, work duties, and interaction with the public.
 - Employees must report to work in attire that is neat, clean, and appropriate for their work setting.
 - Clothing must be properly fitted and free from holes, stains, excessive wear, or offensive graphics.
 - At all times, employees should present a clean, well-groomed appearance.
 - Clothing with political messages or offensive content is not permitted.
 - Flip-flops, beach sandals, pajama-style clothing, and athletic wear (except on designated casual days) are not allowed.
-

7.03 FIELD STAFF

- City-issued uniforms or department-approved clothing must be worn.
 - Shirts must be worn and tucked in as directed by department policy.
 - Only City-issued or City-approved hats may be worn while on duty. Personal hats are not permitted.
 - Required safety gear (e.g., hard hats, gloves, reflective vests) must be worn when applicable.
 - Footwear must be appropriate to the work performed. Safety-toed shoes may be required.
 - Beards and mustaches must be neatly groomed.
 - Hair must be regularly shampooed and styled so as not to interfere with job performance or safety.
 - Daily hygiene is expected, including clean clothing and overall grooming.
-

7.04 OFFICE STAFF

- Business casual attire is the standard unless otherwise designated.
 - Jeans may be worn if clean, in good repair, and free of holes, frays, or excessive fading.
 - Clothing should not be excessively tight, short, or revealing. See-through garments, crop tops, strapless items, or clothing that exposes the midsection are not permitted.
 - Tailored blouses may be worn untucked if styled accordingly.
 - Ties are optional but may be required for special occasions or meetings.
-

- Tennis shoes are allowed only on designated casual days or with approval from the City Manager.
- Footwear should be professional and appropriate for the office environment.
- At all times, clothing should be properly cleaned and pressed.
- Grooming expectations include regular hygiene, neatly maintained hair, and clean, trimmed facial hair.

7.05 HYBRID ROLES

Employees working in both field and office environments are expected to dress appropriately for their daily duties, balancing safety, functionality, and professionalism. Ties are not required for individuals who perform fieldwork.

7.06 UNIFORMS AND CITY IDENTIFICATION

- Departments may require uniforms. The nature, type, and presentation of uniforms will be designated by the Department Head and must be approved by the City Manager.
- Uniforms issued by the City remain City property and must be returned upon separation of employment.
- Employees are responsible for maintaining the cleanliness and condition of all City-issued apparel.
- City-issued identification badges must be worn visibly at all times while on duty.

7.07 GROOMING AND HYGIENE

- Hair length and style must not interfere with safety or job performance.
- Facial hair must be clean, neatly trimmed, and well maintained.
- Employees are expected to maintain daily hygiene, including clean clothing, regular bathing, and overall grooming.
- All “public facing” employees must not have unnatural hair colors.

7.08 CASUAL DAYS

Department Heads may authorize casual dress days with prior approval from the City Manager or Human Resources. On casual days, attire must still be clean, professional, and free from inappropriate graphics, slogans, or political messaging.

7.09 EXCEPTIONS AND ACCOMMODATIONS

The City will provide reasonable accommodations for religious, cultural, medical, or disability-related dress or grooming requirements, consistent with applicable law. Requests should be directed to the Human Resources Department.

7.10 ENFORCEMENT

Supervisors and Department Heads are responsible for enforcing this policy. Employees who report to work inappropriately dressed or groomed may be sent home to change and may be subject to disciplinary action for repeated violations.

CHAPTER 8 - EMPLOYEE CONDUCT AND WORKPLACE POLICIES

8.01 AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

The City of Liberty is committed to equal opportunity for all individuals regardless of race, color, religion, sex, age, sexual orientation, or national origin. As a reflection of public policy and good governance, the City takes affirmative action to ensure equal employment opportunities for all, including individuals with disabilities who meet the job qualifications.

City policy ensures recruitment, compensation, promotion, and employment conditions are administered without discrimination. All applicants and employees will be treated fairly and equitably.

8.02 DRUG-FREE WORKPLACE

The City of Liberty is dedicated to providing a safe, healthy, and productive work environment for all employees. As such, the City strictly prohibits the unlawful manufacture, distribution, dispensation, possession, sale, or use of controlled substances or alcohol in the workplace or while conducting City business.

This policy is intended to comply with the Drug-Free Workplace Act of 1988 and applicable state laws, and to support a workforce that upholds the public trust and ensures operational safety and integrity.

A. Prohibited Conduct

The following actions are strictly prohibited and may result in disciplinary action up to and including termination:

- Reporting to work or being at work while under the influence of alcohol or illegal drugs.
- Using, possessing, selling, transferring, distributing, or manufacturing illegal drugs or controlled substances while on duty, on City property, or while operating City equipment.
- Misuse or abuse of prescription medications, including using prescribed drugs not in accordance with a physician's directions.
- Consuming or possessing alcohol during working hours or on City property unless authorized for an official City event.

B. Employee Responsibilities

- Employees must report to work in a fit condition to perform their duties.
- Any employee who is taking prescription or over-the-counter medication that may impair performance must inform their supervisor or Human Resources, especially if the role involves safety-sensitive duties.
- Employees are required to notify their supervisor or Human Resources within three (3) calendar days of any arrest and within three (3) calendar days if they are convicted of any criminal offense higher than a class "c" misdemeanor.

C. Drug and Alcohol Testing

To support enforcement of this policy, the City may require drug and/or alcohol testing in the following situations:

- 1) Pre-Employment Testing – Required for safety-sensitive positions or as outlined in the job description.
- 2) Reasonable Suspicion Testing – When there is a reasonable belief, based on observable factors, that an employee is under the influence.
- 3) Post-Accident Testing – Following an accident involving City property, vehicles, or injury, where impairment may have been a factor.
- 4) Random Testing – For employees in safety-sensitive roles as defined by policy or regulatory requirements.
- 5) Return-to-Duty or Follow-Up Testing – For employees who have completed a rehabilitation or assistance program and are returning to work.

All testing will be conducted in a confidential and respectful manner using a certified laboratory.

D. Consequences of Policy Violation

Violations of this policy may result in disciplinary action, including but not limited to:

- Mandatory referral to an Employee Assistance Program (EAP)
- Temporary suspension
- Termination of employment

E. Employee Assistance and Rehabilitation

The City encourages employees with substance abuse issues to voluntarily seek help. Through the Employee Assistance Program (EAP), confidential counseling and referral services are available to help employees address drug or alcohol dependency.

F. Confidentiality

All drug and alcohol test results, referrals, and related medical information will be maintained in a confidential manner.

G. Compliance with Law

All City employees must comply with this policy, City of Liberty ordinances and regulations, state laws, and federal laws as a condition of employment. Employees are required to notify their supervisor or Human Resources within three (3) calendar days of any arrest and within three (3) calendar days if they are convicted of any criminal offense higher than a class “c” misdemeanor.

8.03 WORKPLACE HARASSMENT

The City of Liberty is committed to providing a work environment free from all forms of harassment, including but not limited to sexual harassment, discriminatory harassment, bullying, and other inappropriate or abusive conduct.

A. Definition of Harassment

Workplace harassment includes any unwelcome verbal, visual, physical, or digital conduct that:

- Has the purpose or effect of unreasonably interfering with an individual's work performance
- Creates an intimidating, hostile, or offensive work environment
- Adversely affects an employee's employment opportunities

B. Examples of Prohibited Conduct*

- Unwelcome sexual advances or requests for sexual favors
- Offensive jokes, slurs, epithets, or name-calling
- Physical assaults or threats
- Intimidation, ridicule, or mockery
- Insults or put-downs based on protected characteristics
- Display of offensive materials

*This is by no means considered to be an exhaustive list.

C. Reporting Procedures

Employees who believe they have experienced or witnessed harassment should report it promptly to their supervisor or Human Resources. If the alleged harasser is the employee's supervisor, the employee should report it to Human Resources.

D. Investigation and Corrective Action

All complaints will be investigated confidentially. Retaliation is strictly prohibited.

8.04 TELECOMMUTING

A. Purpose

The City of Liberty considers telecommuting to be a viable short-term alternative work arrangement under certain circumstances. Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their regular work week. Telecommuting is a voluntary work alternative that may be appropriate in special circumstances. It is not an entitlement or a city-wide benefit, and it does not change the terms and conditions of employment with the City of Liberty.

B. Policy

- 1) The City recognizes that occasionally employees are unable to come to work for various reasons. If the employee is unable to work at the City's facilities, but has been released back to work by a medical provider if necessary, they can submit a request to telecommute to the Human Resources Department. The Human Resources Department will then submit that request to the City Manager for review. The City Manager will have the sole discretion to decide if an employee is eligible to telecommute. In the event that the employee seeking permission to telecommute is the City Manager, his request shall be submitted to the City Council for approval. Telecommuting shall only be granted if it is determined that the employee is unable to work from the City's facilities and that the employee is capable of performing all of their necessary work functions from their offsite location.
- 2) The employee shall only be allowed to telecommute for a maximum of thirty (30) days unless extended by the City Manager or the City Council if the employee is the City Manager.
- 3) Prior to telecommuting the employee must certify and show proof that their doctor has approved their return to work. The employee must also certify that they are healthy enough to telecommute.
- 4) The employee must perform all of their regular job responsibilities and duties while telecommuting. If it is determined at any time that the employee is incapable of performing their duties while telecommuting the approval to telecommute can be rescinded.
- 5) While telecommuting the employee shall receive their normal pay and benefits.
- 6) When telecommuting the employee will no longer be on Family Medical Leave Act (FMLA) leave. However, if the employee is required to return to leave due to a serious health condition that makes the employee unable to perform the essential functions of his/her job, the employee will be required to follow the FMLA guidelines, and complete new FMLA forms.
- 7) The employee must notify their immediate supervisor and human resources of any work related accident, injury, illness or disease arising out of the telecommuting. In the event of said injury, the employee shall complete an incident report form as stated in the Personnel Policies and Procedure Manual.
- 8) All safety policies which apply at the employee's usual place of work shall, as far as practicable, apply in carrying out work at the home based work site. Due to the fact that the employee has requested to telecommute, and the City has no control over the employee's location, the employee must agree to indemnify and hold the City harmless for any and all injuries arising out of actions taking place while the employee is telecommuting.
- 9) While telecommuting the employee is still bound by the same rules and regulations that they would be subject to if working on City property.

- 10) The City will determine, with information provided by the employee, the appropriate equipment needs (including but not limited to software, hardware, modems, phone, data lines, facsimile equipment, and photocopies) for each telecommuting arrangement on a case-by-case basis. The Human Resources and IT Departments will serve as resources in this matter. Equipment supplied by the City of Liberty will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City reserves the right to make determinations as to the appropriate equipment needed, subject to change at any time. Equipment supplied by the City of Liberty is to be used for business purposes only.
- 11) The employee must maintain accurate and up to date records of hours worked at the telecommuting site. It will be the responsibility of the employee to send his/her time sheet to their supervisor for approval in a timely manner prior to payroll being processed. The employee's working hours will be within the normal span of hours of the employee's hours of work, and shall be agreed to and attached to the telecommuting agreement. The Supervisor will establish the employee's home work schedule. The employee must document all time worked and account for hours not worked with the appropriate leave designation (annual, sick, comp time, leave without pay, etc.) and, if eligible for overtime, he/she must receive supervisor authorization prior to working overtime. The Employee must obtain prior supervisory approval for any vacation, sick time, leave time, or comp. time.
- 12) The employee must always be contactable and available for communication with the City during normal working hours.
- 13) The employee must sign a document agreeing to the terms for telecommuting prior to telecommuting. This agreement can be terminated at any time by giving written notice to the other party.
- 14) The "Telecommuting Agreement" does not constitute an employment contract. The employee is employed by the City on an at-will basis.

CHAPTER 9 – WORKERS’ COMPENSATION

9.01 PURPOSE

The purpose of this policy is to provide a framework for managing work-related injuries and illnesses in accordance with the Texas Workers’ Compensation Act. The City of Liberty is committed to ensuring that employees injured on the job receive prompt and appropriate medical care and wage replacement benefits while promoting a safe and supportive return to work.

9.02 ELIGIBILITY

All employees of the City of Liberty are covered under the City’s workers’ compensation insurance program from the first day of employment. Coverage applies only to injuries or illnesses arising out of and in the course and scope of employment.

9.03 REPORTING A WORK-RELATED INJURY OR ILLNESS

Employees must report all work-related injuries or illnesses to their immediate supervisor immediately, but no later than 24 hours after the incident occurs. Failure to timely report may result in delayed benefits or denial of claims.

Supervisors are required to:

- Ensure the employee receives necessary medical attention
 - Complete the appropriate injury report forms
 - Notify City Secretary’s Office within one business day
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9.04 MEDICAL TREATMENT

Initial medical treatment must be sought from a provider authorized under the City’s workers’ compensation insurance network. City Secretary’s Office will provide a list of approved providers.

9.05 WAGE REPLACEMENT

If an employee is medically unable to return to work due to a compensable injury, wage replacement benefits may begin following a statutory waiting period, as defined by the Texas Department of Insurance, Division of Workers’ Compensation (TDI-DWC). The City does not supplement workers’ compensation benefits with accrued leave unless requested by the employee in writing.

A. Wage Replacement Coordination During Waiting Period

For the purpose of maintaining an employee’s regular earnings during the initial waiting period for Workers’ Compensation wage replacement benefits, the City will automatically apply the

employee's available accrued leave balances to supplement pay during the first seven (7) calendar days following a compensable injury.

Accrued leave shall be applied in the following order:

- 1) Special leave (e.g., Birthday Leave or other one-time leave)
- 2) Compensatory time (if applicable)
- 3) Sick leave
- 4) Vacation leave

If the employee does not have sufficient accrued leave to fully supplement wages during this waiting period, the employee's pay for that period will be reduced accordingly.

9.06 RETURN TO WORK

The City supports transitional duty or modified work assignments when medically appropriate and operationally feasible. A Return-to-Work program may be developed on a case-by-case basis to assist employees in returning to productive employment.

9.07 COORDINATION WITH OTHER LEAVE

Workers' compensation leave shall run concurrently with Family and Medical Leave Act (FMLA) leave, if applicable. Employees will be notified in writing if their absence qualifies under FMLA.

9.08 FRAUDULENT CLAIMS

Filing a false or misleading claim for workers' compensation benefits is a violation of this policy and may result in disciplinary action up to and including termination, as well as criminal prosecution under Texas law.

9.09 CONTACT INFORMATION

Employees with questions about workers' compensation benefits or procedures should contact the City Secretary's Office.

CHAPTER 10 EMERGENCY CONDITIONS POLICY

10.01 PURPOSE

The City of Liberty relies on its employees before, during, and after emergencies or disasters to ensure continuity and restoration of essential public services. This policy outlines employee responsibilities and expectations during such events, promoting a coordinated and effective emergency response.

10.02 SCOPE

This policy applies to all City of Liberty employees. All employees are considered essential service providers and may be required to work during emergencies.

10.03 POLICY STATEMENT

The availability of City employees to work is necessary to provide for the health, safety, and well-being of the general public, including the delivery and restoration of vital services, before, during and after an emergency. Therefore, all full-time City positions are subject to be deemed essential when an emergency arises.

Should inclement weather or other emergency conditions arise, the City may suspend normal operations in order to meet extraordinary needs. Each emergency situation is unique and while this policy is intended for overall guidance, the City administration reserves the right to evaluate this policy and issue specific procedures as dictated by the circumstances of the emergency.

Accordingly, all positions are subject to the requirement that employees may at any time be required to work in order to provide for the safety and well-being of the general public including the delivery and restoration of vital services in the event of an emergency.

This policy will be presented to all newly hired employees during the onboarding process and copies available from the Human Resources Office. annually thereafter, as defined in this policy. Compliance with this policy is mandatory. During an emergency, job duties and supervisors may be reassigned according to the immediate need of the situation.

10.04 EMERGENCY DUTIES

This policy will be in effect when the EOC is officially stood up and emergency conditions exist. Such conditions may include, but are not limited to:

- Natural disasters (e.g., hurricanes, tornadoes, floods, ice storms, earthquakes, fires)
 - Man-made disasters (e.g., chemical spills, civil disturbances, hazardous material events)
 - Other events threatening public safety, as identified in the City's Emergency Management Plan (EMP)
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10.05 EMPLOYEE REQUIREMENTS

All employees are considered part of the City's Emergency Response Team and may be required to report for duty:

- Immediately prior to, during, and/or after a declared emergency
- Unless a waiver has been requested and approved, or the employee has been officially released by the City Manager or designee

Employees are not authorized to self-evacuate in contradiction to this policy, unless permitted under Chapter 22 of the Texas Labor Code via an approved waiver or release.

10.06 ADMINISTRATIVE GUIDELINES

The designated Emergency Management Coordinator shall maintain an Administrative Policy that includes:

- Emergency readiness condition levels
- Roles and responsibilities of Department Heads and employees during various phases of emergency operations
- Waiver request and approval procedures

10.07 POLICY VIOLATIONS

Examples of violations include:

- Refusal to perform assigned emergency duties
- Failure to report for duty or remain on duty as directed
- Disregard for City or departmental policies, rules, or SOPs
- Conduct that impedes emergency response or discredits public service

Violations may result in disciplinary action, up to and including termination, in accordance with the City's personnel policies and due process procedures.

CHAPTER 11: TECHNOLOGY AND SOCIAL MEDIA USE

11.01 – PURPOSE

The City of Liberty provides technology resources to employees for the efficient and effective performance of municipal duties. This chapter establishes guidelines for the appropriate use of computers, networks, email, internet, and social media, whether used internally or externally on behalf of the City. These policies are intended to safeguard City assets, protect the City's public image, and ensure compliance with applicable laws and ethical standards.

11.02 – ACCEPTABLE USE OF CITY TECHNOLOGY

A. Authorized Use Only: City-owned computers, mobile devices, software, networks, and systems are for official business use. Limited personal use is permitted if it does not interfere with City operations, violate any policy, or result in additional cost to the City.

B. Prohibited Activities:

- Accessing, transmitting, or storing obscene, abusive, or illegal material.
- Using City systems for political campaigning, personal business ventures, or outside employment.
- Installing unauthorized software or hardware.
- Bypassing or disabling security settings or configurations.

C. Monitoring: The City may monitor, audit, or access any files, communications, or activities on its systems at any time. Employees should have no expectation of privacy in data created, stored, or transmitted on City equipment.

11.03 – EMAIL AND INTERNET USE

A. Professional Conduct: Email should reflect the same professionalism as official letters and memos. Improper or offensive language, jokes, or graphics are strictly prohibited.

B. Confidentiality: Sensitive or confidential information must be protected and only shared with authorized individuals. Email should never be used to transmit personal identifying information, financial data, or protected records without proper encryption.

C. Email Retention: Emails are subject to the Texas Public Information Act and records retention requirements. Employees must not delete emails contrary to the City's records retention policy.

11.04 – CITY-OWNED SOCIAL MEDIA ACCOUNTS

A. Authorization Required: Only employees explicitly authorized by the City Manager or their designee may create or manage official City social media accounts.

B. Content Standards:

- Posts must reflect City values of professionalism, transparency, and service.
- All information shared must be accurate, timely, and relevant.
- No confidential, private, or personnel-related information may be posted.
- Political endorsements, commercial advertisements, or religious content is prohibited.

C. Crisis Communication: During emergencies, official social media will be managed by the designated Public Information Officer (PIO) or their backup, in accordance with the City's emergency communication plan.

11.05 – EMPLOYEE USE OF PERSONAL SOCIAL MEDIA

A. Free Speech and Responsibility: While employees have the right to free expression, statements made on personal social media may be considered a reflection of the City if they relate to their public role or City operations.

B. Guidelines for Personal Use:

- Do not post confidential or proprietary City information.
- Avoid commentary that could impair public trust in the City's integrity, objectivity, or neutrality.
- Use of personal social media during work hours must not interfere with job duties.
- Employees are prohibited from making unprofessional or inappropriate communications on social media if they are representing or may reasonably be perceived as representing the City of Liberty in any capacity.

C. Disclosure: If an employee identifies themselves as a City employee online, they should include a disclaimer such as: "Views expressed are my own and do not reflect the views of the City of Liberty."

11.06 – SECURITY AND DATA PROTECTION

A. Passwords: Employees must use strong passwords and must not share login credentials with others. Passwords must be updated regularly as required by IT policy.

B. Device Security: All devices connected to the City's network must have up-to-date security software and adhere to City protocols. Lost or stolen devices must be reported immediately.

C. Phishing and Malware: Employees must be vigilant in identifying suspicious emails, links, or attachments and report potential threats to the City's IT administrator.

11.07 – VIOLATIONS AND DISCIPLINARY ACTION

Violations of this policy may result in disciplinary action, up to and including termination of employment. Illegal activity will be referred to appropriate law enforcement authorities.

11.08 – POLICY UPDATES AND ACKNOWLEDGMENT

This policy may be amended at any time to reflect evolving legal requirements, technology risks, or operational needs. All employees are required to acknowledge receipt and understanding of this policy and participate in annual cybersecurity training.

11.09 – COVERED APPLICATIONS AND PROHIBITED TECHNOLOGY

In accordance with Senate Bill 1893 and directives from the Governor of Texas, the City of Liberty prohibits the installation or use of covered applications, such as TikTok or any similar applications specified by the Governor, on all government-owned or leased devices. These include cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City will actively monitor, identify, and remove prohibited applications and will ensure that employees are informed of these restrictions. Exceptions are permitted only when authorized for law enforcement or security purposes and must include documented risk mitigation measures.

All employees must annually acknowledge receipt and understanding of this policy. Violations may result in disciplinary action, including termination.

11.10 – MOBILE DEVICE AND CELL PHONE USE

The use of personal cell phones during work time is only permitted with a supervisor's approval and must not disrupt work or interfere with job duties. Social media, gaming, or internet browsing on personal devices is not allowed during work hours without approval.

Employees shall not use a cell phone while operating a motor vehicle, except in emergency situations. Employees must consent to provide call and text records upon request if used for City business. City-issued phones are subject to monitoring, and users have no expectation of privacy.

Calls, texts, and data on City devices or personal phones used for City work may be subject to disclosure under the Texas Public Information Act.

11.11 – CITY WEBSITE USE AND GOVERNANCE

The City of Liberty's websites are non-public forums used for one-way communication of City-related information. All content must be relevant to City operations and approved by the City Manager or designee. External links, advertisements, and event postings must serve the public interest and support the City's mission.

The City does not endorse or guarantee the accuracy of third-party content. Users may not use City logos, seals, or materials without prior written authorization. Website content is for informational purposes only and does not constitute legal notice to the City or its officers.

The City disclaims all warranties related to use of its websites and is not responsible for any damages resulting from access or use.

APPENDIX A (REF. CH. 2) – EXAMPLES OF DISCIPLINARY OFFENSES

The following is a non-exhaustive list of examples of conduct that may result in disciplinary action, up to and including termination. This list is illustrative only and does not limit the City's discretion to take corrective or disciplinary action for other forms of misconduct or performance issues.

1. Attendance and Punctuality

- Excessive absenteeism or tardiness
- Leaving work without permission
- Misuse of sick leave
- Failure to report for duty as scheduled
- Failure to report or respond when on-call

2. Performance and Conduct

- Insubordination
- Inefficiency, carelessness, or neglect of duty
- Sleeping on the job
- Refusal or failure to perform assigned work

3. Workplace Behavior

- Horseplay or disruptive conduct
- Use of profane, abusive, bullying or threatening language
- Harassment or workplace violence
- Discourteous treatment of the public or coworkers

4. Safety and Substance Use

- Violation of safety rules or failure to report a workplace injury
- Reporting to work under the influence of alcohol or drugs
- Possession of controlled substances on City property
- Unsafe operation of vehicles or equipment

5. Property and Equipment Misuse

- Theft or unauthorized use of City property
- Intentional damage to City or employee property
- Unauthorized removal of records or equipment
- Sabotage or destruction of City assets

6. Ethics and Confidentiality

- Falsification of records or reports

- Unauthorized disclosure of confidential information
- Conflict of interest or accepting improper gifts
- Use of City position for personal gain
- Actively and publicly campaigning for someone running for a city office

7. Legal or Policy Violations

- Conviction of a criminal offense that affects job performance or public trust
- Misconduct that reflects poorly on the City or undermines public confidence
- Participation in unauthorized work stoppages, slow-downs, or strikes
- Violation of any City policy, procedure, or directive

INDEX (ALPHABETICAL)

- Accruals (Leave) – pp. 18–23
- Administrative Leave – p. 22
- Appeals – p. 12

- Bereavement Leave – p. 21
- Birthday Leave – p. 22
- Breaks (Rest/Meal) – p. 25

- Compensation – pp. 25–28
- Conduct – pp. 11–12, 32–36
- Cybersecurity – p. 16

- Discipline – pp. 10–12
- Dress Code – pp. 29–31
- Drug-Free Workplace – pp. 32–33

- Emergency Conditions – pp. 39–40
- Equal Employment Opportunity – pp. 9, 32

- FMLA – pp. 22–23
- Final Pay – p. 12

- Harassment – pp. 34–35
- Holidays – pp. 20–21
- Hiring Process – p. 8

- Injuries (Work-Related) – pp. 15–16, 37
- Insurance Benefits – p. 27

- Jury Duty – p. 21

- Layoffs – pp. 9–10
- Leave Without Pay – p. 20

- Military Leave – p. 22
- Medical Separation – p. 12

- On-Call Duty – p. 25
- Overtime – pp. 23, 25

- Performance Appraisal – pp. 14, 26
- Probationary Period – pp. 13–14

- Reduction in Force (RIF) – pp. 27–28
- Return to Work – pp. 16, 38

- Safety – pp. 15–17

- Sick Leave – pp. 19–20
- Social Media – pp. 41–42

- Telecommuting – pp. 34–36
- Termination – pp. 8, 10
- Timekeeping – p. 24

- Vacation Leave – pp. 18–19
- Voting Leave – p. 23

- Workers' Compensation – pp. 15–16, 37–38
- Work Hours – p. 25

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a Resolution awarding the bid for the park restroom and concession stand project and authorizing City Manager to negotiate and execute the contract.

Department: Parks & Recreation

Subject: Park Restroom/Concession Stand Bid Award.

Background: On March 26, 2026, four bids were received, ranging from the apparent low bid of \$1,122,677.00 to the high bid of \$1,532,000.00. Five alternates were included in the bid, which included the installation of a veneer stone base on the walls (Alternate 1), the installation of a mini-split AC unit in both concession stand areas (Alternate 2), the installation of a shingle roof in lieu of a metal roof (Alternate 3), changing the CMU walls to use wood studs and Hardie Plank siding (Alternate 4), and changing the plumbing fixtures from stainless steel to porcelain fixtures (Alternate 5). The amount of additions and deductions for each bidder are noted on the enclosed bid tab.

The base bid includes the installation of a metal roof with an alternate to install a composition shingle roof. The service life of a metal roof is substantially longer than a shingle roof, so it is not recommended to apply this alternative to the bid award.

A copy of the floor plan, door and exterior elevations is enclosed.

The recommended funding source for the project is the Cambridge Funds already allocated.

Funding Source: Cambridge Funds have previously been allocated to the project.

Staff Recommendation: Staff recommends approval of the resolution awarding the Park Restroom and Concession Stand Project.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 PM

Department: Parks & Recreation
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED A BID FOR THE LIBERTY CITY PARK RESTROOM AND CONCESSION STAND PROJECT

WHEREAS, on March 26, 2026, Four (4) bids were received, ranging from the apparent low bid of \$1,122,677, to the high bid of \$1,532,000; and

WHEREAS, five (5) alternates were presented to add or deduct from the base bid, which included the installation of a veneer stone base on the walls (Alternate 1), the installation of a mini-split AC unit in both concession stand areas (Alternate 2), the installation of a shingle roof in lieu of a metal roof (Alternate 3), changing the CMU walls to use wood studs and Hardie Plank siding (Alternate 4), and changing the plumbing fixtures from stainless steel to porcelain fixtures (Alternate 5).

WHEREAS, City staff recommends awarding the bid for the Liberty City Park Restroom and Concession Stand Project to, _____, in the amount of \$ _____, which includes the original base bid plus the following alternates: _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby awards the bid for the Liberty City Park Restroom and Concession Stand Project to _____, in the amount of \$ _____, which includes the original base bid plus the following alternates: _____. Funding for this project shall come from the Cambridge Fund. Furthermore, we authorize the City Manager to negotiate and execute the contract.

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



Architectural Alliance, Inc.

BID TABULATION

Liberty City Park, Restroom and Concession Building
City of Liberty
1829 Sam Houston, Liberty, Texas
3/26/26 2:00 PM

General Contractors	Arnold Construction	CMOST	Pelco Builders	Daniels	
Receipt of Addenda 1 - 4	Yes	Yes	Yes	Yes	
Bid Bond	Yes	Yes	Yes	Yes	
Base Bid	<u>\$1,349,766.00</u>	<u>\$1,532,000.00</u>	<u>\$ 1,444,000.00</u>	<u>\$ 1,122,677.00</u>	
Add/Deduct Alt 1					
<i>split CMU > smooth CMU, veneer stone</i>	deduct \$14,200.00	add \$27,000.00	add \$50,900.00	add \$40,836.00	
Add Alt 2					
<i>add mini-split AC and protective fence</i>	add \$17,600.00	add \$21,000.00	add \$23,600.00	add \$5,300.00	
Deduct Alt 3					
<i>metal roof > HD shingle roof</i>	deduct \$42,000.00	deduct \$69,000.00	deduct \$56,900.00	deduct \$43,436.00	
Deduct Alt 4					
<i>CMU > wood frame, hardie</i>	deduct \$66,800.00	deduct \$104,000.00	add \$14,700.00	deduct \$23,450.00	
Deduct Alt 5					
<i>steel fixtures > porcelain fixtures</i>	deduct \$12,300.00	deduct \$6,600.00	deduct \$27,900.00	deduct \$23,000.00	
Total Bid With Alt 3-5 Deducts	\$1,228,666	\$1,352,400	\$ 1,359,200.00	\$1,032,791	
Calendars Days	240	229	180	182	
Alternate Description					
Select either Alt #1 or Alt #4, but not both					
<i>Alt #1: Change concrete block exterior from split face to smooth face with stone veneer</i>					
<i>Alt #2: Add A/C to Concession area with protective fencing</i>					
<i>Alt #3: Change metal roof to asphalt shingle roof</i>					
<i>Alt #4: Change concrete block walls to wood studs, with hardie lap sidings, and FRP interior finish.</i>					
<i>Alt #5: Change stainless steel abuse resistant plumbing fixtures to standard porcelain toilet fixtures</i>					

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a Resolution regarding the solid waste collection contract with Frontier Waste Solutions

Department: Administration

Subject: Solid Waste Collection Contract

Background: In 2016, the City awarded a contract to Frontier Waste (formally LT's) to provide solid waste collection services for the City. The contract was for three years with two one-year extensions, if agreeable by both parties. Frontier Waste initiated a pilot automated collection system in 2018 for residential customers in the southern and northern areas of the City. Survey results from the pilot program were favorable based on the experience of the customers on the pilot program routes. In 2020, an amended municipal solid waste contract was approved with automated collection services for an additional two years and then extended in 2022 for an additional five years, extending the contract term to December 31, 2026. The new agreement is an eight-year agreement (five years with three one-year renewals) beginning January 1, 2027, and extending until December 31, 2035.

All options include the existing once per week collection for a 95-gallon cart and bulk / brush pickup. Twice a month collections for Heavy Vegetation Debris. The commercial rate increases by 5% each year. Starting in 2028, residential rates will increase 3.5% each year.

Funding Source:

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 PM

Department: Administration
Category: Action Item

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXTENSION OF A CONTRACT WITH FRONTIER WASTE SOLUTIONS FOR SOLID WASTE COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Liberty awarded a contract to Frontier Waste Solutions (formerly LT's) in 2016 for the provision of solid waste collection services; and

WHEREAS, the City Council approved an amended contract with Frontier Waste Solutions in 2020 which extended the contract to December 31, 2026; and

WHEREAS, the City of Liberty has been satisfied with the services provided by Frontier Waste Solutions; and

WHEREAS, the City Council finds that extending the contract with Frontier Waste Solutions is in the best interest of the citizens of Liberty; and

WHEREAS, the new proposed agreement with Frontier Waste Solutions would be a possibly eight-year agreement (five years with three one-year renewals) extending the agreement until December 31, 2035; and

WHEREAS, the City Council authorizes the City Manager to negotiate and execute a new agreement with Frontier Waste Solutions.

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

SECTION 1. Approval of Contract Extension. The City Council hereby approves extending the City's contract with Frontier Waste Solutions for solid waste collection services as set out in the contract attached hereto as Exhibit "A."

SECTION 2. Administrative Authority. The City Manager or the City Manager's designee is authorized to negotiate, execute, and finalize the contract extension with Frontier Waste Solutions.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this ____ day of _____, 2026.

ATTEST:

Mayor
City of Liberty, Texas

City Secretary
City of Liberty, Texas

**AMENDED MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION
AGREEMENT**

(Residential, Commercial, Industrial)

This Amended Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the ____ day of _____ 2026, between the City of Liberty, Texas ("City"), acting by and through its duly authorized City Manager, and Frontier Waste Solutions ("Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial, industrial, garbage and trash, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement,

WHEREAS, City and Contractor previously signed an agreement in 2016 providing for the collection of solid waste within the City of Liberty; and

WHEREAS, the Parties desire to amend the previous agreement as set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. **DEFINITIONS:**

- 1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 40 pounds.
- 1.02. **Brush:** Any cutting, trimmings or accumulations from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs that are greater than four (4) feet in length or two (2) inches in diameter. The term "Brush" also specifically excludes debris resulting from services of a Commercial Service Provider, Land Clearing or Storm Event.
- 1.03. **Bulky Waste:** White Goods, furniture, and other oversize waste which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. The term "Bulky Waste" also specifically excludes debris from a Storm Event.
- 1.04. **City:** The City of Liberty, Texas.
- 1.05. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.

AMENDED MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT
City of Liberty, Texas

- 1.06. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials. The term "Construction and Demolition Debris" also specifically excludes debris resulting from a Storm Event.
- 1.07. **Container:** A container provided to customers by the contractor that has a ninety (90) gallon minimum capacity.
- 1.08. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.09. **Contractor;** Frontier Waste Solutions
- 1.10. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.11. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.12. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.13. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.14. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than forty pounds (40 lbs.) in weight, except those slaughtered for human consumption.
- 1.15. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.16. **Heavy Vegetative Debris:** Any cutting, trimmings or accumulations from trees, limbs, or lawns, and similar materials that cannot be put into a garbage bag, The term "Heavy Vegetative Debris" specifically excludes trunks/branches that are greater than five (5) feet in length or thirty-six (36) inches in diameter, The term "Heavy Vegetative Debris" also specifically excludes debris resulting from services of a Commercial Service Provider, Land Clearing or Storm Event.
- 1.17. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does

not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

- 1.18. **Poly-cart:** A plastic container provided to customers by contractor that has a ninety (90) gallon minimum capacity.
- 1.19. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.20. **Refuse:** Same as Rubbish.
- 1.21. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit any limitations herein placed upon the amount of waste to be collected per Residential Unit and/or Customer shall apply to each single family dwelling with such Residential Unit.
- 1.22. **Residential Waste:** All Refuse, Garbage, Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.23. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.24. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, brush or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
125. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural

operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement.
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the BPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
 - d) Unacceptable Waste.
- 1.26. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste",
- 1.27. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.28. **Storm Event:** shall be defined as any storm of unusual intensity, including, without limitations, earthquakes, hurricanes, tornadoes, windstorm, floods, ice storms, or any rainfall greater than that by a 100-year/24 hour storm event declared by a mayoral declaration.
- 1.29. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste, untreated Medical Waste, Construction and Demolition Debris, Dead Animals weighing forty pounds (40 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharge subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials

used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

- 1.30. Unusual Accumulations: Any Waste placed curbside for collection in excess of the volumes permitted by this Agreement.
- 1.31. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.32. **White Goods:** Refrigerators and freezers which have CFCs removed by a certified technician, stoves and ranges, water heaters, and other similar appliances, swing sets, and bicycles (without tires).

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste from Residential Units, Commercial Units and Industrial Units subject to the terms hereof, within the corporate limits of the City, any tracts, territories and areas hereafter annexed to or acquired by City with the exclusion of temporary roll-off containers.

3. **TERM:**

This Agreement shall be considered a modified renewal of the original contract entered into by the City and Contractor dated September 6, 2016, in accordance with that original contract, for two consecutive one-year terms beginning January 1, 2020. In accordance with the original contract, the City and Contractor further agree to renew and extend this contract for an additional five-year period beginning January 1, 2022. This agreement is effectively a seven (7) year agreement beginning January 1, 2020, and extending until December 31, 2026. This agreement is effectively a eight (8) year agreement (five (5) years with three (3)-one (1) year renewals) beginning January 1, 2027, and extending until December 31, 2035.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 10 below. Contractor is also authorized to charge the commercial/industrial clients with the rates set forth in Schedule "A" attached hereto and incorporated herein by reference. The commercial/industrial customers shall pay Contractor directly.

5. **CONTRACTOR SERVICES:**

5.01. **Poly-Cart Containers**

- (a) Contractor agrees to provide all residential customers and hand-cart commercial customers with a poly-cart, at no cost to the customer or city, prior to January 1, 2020. Contractor warrants that the poly-carts will be new and free of defect upon delivery. The poly-carts shall be equipped with an OPS bar-code that allows for Contractor to determine where the poly-carts belong. Contractor agrees to replace defective, lost, or stolen poly-carts at no charge.

(b) Customers may add an additional poly-cart for an extra six (6) dollars per month,

5.02. **Residential/Commercial Poly-Cart Collection:**

(a) Contractor shall collect Residential Waste generated at a Residential Unit and placed curbside in the poly-cart provided by Contractor one(!) time per week during the term of this Agreement.

(b) Contractor shall collect commercial poly-cart customers' waste placed in the provided poly-carts one (1) time per week during the term of this Agreement.

(c) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste and shall be collected pursuant to Section 5.05 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.03 **Heavy Vegetative Debris:** Contractor shall provide a special collection service for heavy vegetative debris twice per month to all residential customers not over 6 yards per pickup, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Heavy Vegetative Debris. The City shall provide temporary storage space for vegetative debris at 1101 Bowie. The Contractor shall remove the debris from 1101 Bowie at least twice a year by means of their discretion under TCEQ guidelines and keep the facility clean to the City's satisfaction.

5.04 **Bulky Waste/Brush Collection:** Contractor shall provide a once per week collection service for collection of Bulky Waste and Brush to all residential customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush and Bulky Waste. Bulky Waste and Brush shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.05 **Commercial and Institutional Collection:** Contractor shall collect and remove solid waste in dumpsters and roll-offs from the premises of commercial, institutional, and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste, The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

5.06 **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or

environmental protection occasioned by the material.

- 5.07 **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.
- 5.08. **Recycling:** Upon request by the City, the contractor shall provide the City with a 40-yard roll-off container with a lid at a specified site to be used for single stream recycling. The Contractor agrees to replace the roll-off as soon as is reasonably possible once it is full. Contractor shall provide this service to the City free of charge for the first year of its use provided that City places the roll-off in a secure location and the City provides individuals to monitor the usage of the roll-off while it is open to the public. Upon completion of the first year of use the City shall pay Contractor \$550 per haul for the recycling roll-off. The City does not commit to any specified number of hauls per year, and the City may unilaterally discontinue recycling services at any time. At a minimum, the following materials shall be included in the recycling program: newsprint, magazines, aluminum beverage cans, steel/tin cans, HDPE and PET Plastic Bottles #1 and #2.
- 5.09 **Timeliness:** Contractor understands and agrees that time is of the essence with waste collection services. Therefore, Contractor agrees that it will maintain a regular schedule for the collection of solid wastes, including heavy vegetative debris, bulky waste, and brush collection. Contractor ensures that it will make the collections as scheduled in this agreement. Furthermore, Contractor shall notify the residential customers of the times and schedules for waste collection, heavy vegetative debris, bulky waste, and brush collection. Contractor agrees that it will remove any waste, heavy vegetative debris, bulky waste, and brush that was not removed in accordance with the set schedule for said removal within forty-eight (48) hours of being notified of said failure to remove by the City or Customer. Contractor agrees that it is difficult to quantify the damages related to delays in solid waste collections. Therefore, should Contractor fail to remove said waste as set forth herein, the Contractor shall be liable to the City for \$25 per day in liquidated damages for each instance where a delay was not rectified within the allotted forty-eight (48) hours after notification.

6. COLLECTION OPERATION:

- 6.01. **Hours of Operation:** Collection of residential solid waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on S1111day. Collection of Commercial Waste and Industrial Waste shall be collected no earlier than 7:00 A.M. and at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

Routes of Collection: Collection routes shall be established by the Contractor as reasonably approved by the City. City shall provide Contractor with maps of the City containing enough detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

Holidays: The following shall be holidays for purposes of this Agreement:
New Year's Day Thanksgiving Day Christmas Day

Contractor may decide to observe any or all the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next regular scheduled day following the holiday. Contractor recognizes that residential customers will likely produce higher volumes of waste during holidays. As such, Contractor agrees that it will pick up any extra garbage that placed next to the residential containers following said holidays.

- 6.03. **Complaints:** At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour' of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not late!' than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The contractor should maintain a local number for all customers to call.
- 6.04. **Collection Equipment:** Contractor, at is sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to ensure compliance of equipment with this agreement or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

All poly-carts, dumpsters and roll-offs furnished by contractor shall be maintained in a first class, safe, and efficient working condition through out the term of the Contract. Dumpsters and roll offs should have size clearly marked on the outside of the container with ten (10) inch letters for customers to view easily. Such containers shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's containers at any time to ensure compliance of equipment with this agreement or require a replacement schedule to be submitted to the City.

Contractor agrees to purchase a minimum of one new, low emission rated, side" load garbage truck dedicated to use only in the City.

- 6.06. Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency,
- 6.07. Spillage:** The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain refuse, The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to a 11 extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- 6.08. Vicious Animals** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.09. Protection from Scattering;** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one ½ (1"1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. Point of Contact:** Contractor shall designate an individual to serve as the primary contact.

Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFCs removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

6.13 Disability: Upon proof of disability, Contractor shall assist disabled residents in moving containers to and from the street.

6.14 **Scheduling:** Contractor shall provide an accurate collection schedule to all customers. In the event of any change(s) to the collection schedule, Contractor shall provide adequate notice to all customers of such change(s) via e-messaging, social media, and/or mailed flyers.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units and Commercial poly-cart customers during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall notify Contractor in writing of any Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Customer until notified by the City.

(c) The Contractor shall provide billing and bill collection services for all Commercial Units and Industrial Units during the term of this Agreement. This does not apply to Commercial Customers' use of poly-carts which shall be billed by the City. Commercial customers and Industrial customers shall pay Contractor's invoices within thirty (30) days after receipt of such invoices. Contractor shall cease providing service to any units for non-payment and impose reasonable fees for reconnection. Past due invoices shall bear interest at the highest rate permitted by law. The Contractor agrees to pay to City a franchise fee, as agreed upon between the City and Contractor, on or before the last day of each month, Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

9. **MODIFICATION TO RATES:**

- 9.01. **Residential Rates:** Commencing on January 1, 2021, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon thirty (30) days' notice to the City, the Base Rates for residential services shall be increased three- and one-half percent (3 ½) per year.
- 9.02. **Franchise Fee:** Contractor shall pay the City of Liberty a 6 % franchise fee on all gross collections of all residential, commercial and industrial services provided within the city. Such payments will be paid to the city each calendar quarter within thirty (30) days from the end of the quarter,
- 9.03. **Commercial Rate Increase:** Contractor shall be permitted to increase its rates for commercial waste collection up to 5% each year,

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement.
- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service.
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement.
- (d) The City shall timely inform Contractor of complaints made by Customers; and
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the Rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way

reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas Law to collect delinquent payment of fees by City and/or Commercial Unit and Industrial Unit Customers. The City agrees to cooperate with Contractor as Contractor takes all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor at least 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

17. LEGAL ACTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy shall be resolved by litigation in a District Court of Texas located in Liberty County, Texas. The parties agree that the choice of law and venue for any litigation shall be Liberty County Texas or, in the case of Federal Court, the Eastern District of Texas,

18. FORCE MAJEURE:

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

19. EVIDENCE OF INSURANCE:

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from ^{01.} in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor in the performance of this Contract, City will not be responsible for negligence of Contractor, or

AMENDED MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT
City of Liberty, Texas

any of its agents, employees, or customers.

21. OWNERSHIP:

Title to Refuse, Dead Animals, and Recyclable Materials shall pass to Contractor when laced in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

22. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. PRIOR AGEEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the foll agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

24. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice.

25. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Liberty County, Texas.

26. NOTICES:

All notices or other communications required or pennitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) or by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delively service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Liberty, Texas
1 829 Sam Houston
Liberty Texas 77575
ATTN: City Manager

If to the Contractor at: Frontier Waste Solutions
10185 FM 1960
Dayton, TX 77535
ATTN: Bill Killian

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

28. NON-APPROPRIATION:

City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder.

29. STORM DEBRIS:

Contractor and City understand and agree that in the event of a hurricane, tornado, major storm, or natural disaster (a "Storm Event"), Contractor shall have no obligation under this Agreement to collect any storm debris resulting there from, including, but not limited to, Brush or any other Waste resulting from or generated by such Storm Event.

30. REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

33. NO COST CITY SERVICES:

Contractor shall provide to the City, at no additional cost to the City, the following containers, at the following locations, with the following frequency of collection:

Location	Frequency of Collection	Size
City Facilities	(See Schedule B)	Various
Community Programs	(See Schedule B)	Various

EFFECTIVE AS OF THE _____ DAY OF _____, 2026

CITY:

CONTRACTOR:

CITY OF LIBERTY

FRONTIER WASTE

SIGNATURE

SIGNATURE

NAME _____

NAME _____

MAYOR

TITLE: _____

ATTEST

City Secretary,
City of Liberty, Texas

SCHEDULE "A"

**City of Liberty
Price Sheet
January 2027**

Residential Collections **Price : \$16.95**

All years starting in 2028 and each year till the end of the term. There will be flat 3 1/2 % increase on residential

Once a week collections 95-gallon Cart

Once per week bulky/brush collection

Twice a month collections of Heavy Vegetation Debris with Grapple Truck

Second 95-gallon cart , if requested \$ 6.00 per cart (limit 4) per month

Commercial Services 5% increase each year of the contract

Cart Collection		Limit 4 carts	2027
One 95-gallon cart	1 x week		\$ 27.29
Two 95-Gallon cart	1 x week		\$ 40.32
One 95-gallon cart	2 x week		\$ 40.32

Front Load Services

SIZE	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
2 Cubic Yd	\$61.95	\$103.24	\$137.62	\$167.53	\$210.59	\$266.74
3 Cubic Yd	\$89.46	\$130.76	\$159.89	\$201.02	\$240.68	\$286.86
4 Cubic Yd	\$116.99	\$199.56	\$206.44	\$234.53	\$274.80	\$350.98
6 Cubic Yd	\$137.62	\$227.09	\$275.26	\$344.05	\$429.39	\$561.57
8 Cubic Yd	\$158.28	\$289.04	\$392.25	\$529.88	\$639.98	\$737.07

Roll Off Containers

20 Cubic Yard Per Haul	\$541.72
30 Cubic Yard Per Haul	\$611.39
40 Cubic Yard Per Haul	\$657.82
DELIVERY	\$154.79
COMPACTOR	\$719.74
DAILY RENTAL	\$2.87

SCHEDULE "B"
CITY OF LIBERTY
CITY FACILITIES & COMMUNITY PROGRAMS

CITY FACILITIES		
LOCATION	QUANTITY	SIZE
CITY HALL	1	6-YARD
POLICE STATION	1	6-YARD
FIRE STATION #1	1	6-YARD
FIRE STATION #2	1	6-YARD
SERVICE CENTER	2	6-YARD
PARK	4	6-YARD
LIBRARY	1	6-YARD
ANIMAL CONTROL	1	6-YARD
ELECTRIC	1	6-YARD
WATER	1	6-YARD
STREET/SOLID WASTE	1	8-YARD
SEWER PLANT	1	6-YARD
REDUCTION SITE	2	40-YARD RO

COMMUNITY INVESTMENT PROGRAM

- | | |
|---|---|
| 1 | Contractor will provide a one-time contribution for the park restrooms renovation fund \$10,000.00, Will be funded in January 2027. |
| 2 | Contractor will provide a donation towards the Beatification fund in the amount of \$5,000.00 each year for the term of this contract. |
| 3 | Contractor will provide a donation towards the Fireworks display during each year of the term of the contract \$2,500.0 Contract. |
| 4 | Contractor will provide tickets for the Astros Baseball game. Liberty Library Summer reading program for children/residents that participate. Each year ,not to exceed \$ 2,000.00 in any one year. |
| 5 | Contractor will participate in the Christmas Parade each year and will provide a Frontier Waste Truck fully decorated with lights., |
| 6 | Contract will provide POL and hand washing station for the Christmas Parade event. Contractor will provide special event boxes to the city. |

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a Resolution ratifying LCDC's expenditure of funds for the Rural Texas Trap Neuter Return program.

Department: Administration

Subject: Rural Texas Trap Neuter Return Program

Background: City Council and LCDC had a joint meeting on March 17, 2026, to discuss the presentations brought to them by Ms. Samantha Roberston & Ms. Shyanne Loftin from Rural Texas Trap, Neuter, and Return (TNR) Program, in support of Ms. Austin Thomas from ROSES Rescues, back in January that introduced the Rural Texas TNR program and how it helps the community. The TNR program safely traps stray and feral cat populations, then they are spayed/neutered, vaccinated and treated for health issues at a vet, and are returned to their outdoor homes to live out their natural lives to help reduce overpopulation and improve community health. Various locations within the City of Liberty were discussed that would benefit from partner funding to help to increase the number of cats that are treated specifically in the city. The City Council and the Liberty Community Development Corporation had a joint discussion on how this program would benefit the City of Liberty and its citizens. The program would provide public awareness and education, a public health benefit, and support for animal control.

At the March 17, 2026, joint meeting the following motions were made:

A motion was made by Liberty Community Development Corporation Board Member Campbell to provide \$20,000 in funding for the Rural Texas Trap-Neuter-Return (TNR) Program. The motion was seconded by Board Member McCarty. The motion passed with a 5 to 0 to 1 vote, all present board members voting yes, board member Runkle abstaining, and board member VanDeventer absent.

A motion was made by Council Member Brents to ratify the Liberty Community Development Corporation expenditure of \$20,000 in funding for the Rural Texas Trap-Neuter-Return (TNR) Program. The motion was seconded by Council Member Dennis. The motion passed with a 7 to 0 vote.

Funding Source: LCDC

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026:00 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 IN THE AMOUNT OF \$20,000 FOR THE RURAL TEXAS TRAP NEUTER RETURN PROGRAM

WHEREAS, the City of Liberty has a large number of stray cats located within the city; and

WHEREAS, the purpose of the Rural Texas Trap Neuter Return Program is to humanely catch and spay/neuter stray cats and return them to the location where they are found; and

WHEREAS, it has been found that programs like this help control the stray cat population within an area; and

WHEREAS, the LCDC found that approving funds for this program will benefit economic development within the City of Liberty by creating a cleaner and healthier environment for businesses to grow and expand; and

WHEREAS, the Liberty Community Development Corporation (“LCDC”) desires to fund the program in the amount of \$20,000.00 from its fund balance; and

WHEREAS, the Board of Directors of the LCDC has considered and approved the expenditure of \$20,000.00 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 \$20,000.00 by the Liberty Community Development Corporation to be spent on the Rural Texas Trap Neuter Return Program.
2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this _____ day of April 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Meeting Date: April 14, 2026

Agenda Wording: Consider a Resolution approving the purchase of an outdoor audio system for events at City Hall and ratifying the Liberty Community Development Corporation's expenditure of funds for same.

Department: Administration

Subject: Outdoor Audio System

Background: During the March 17, 2026, LCDC meeting, City Manager Kendrick and Keith Perry from Peridon Entertainment LLC went over the proposal for the outdoor audio system for the City Hall Campus. The outdoor audio system would be used for outdoor city events, ie Lights in Liberty Christmas Event for parade announcements and entertainment at the Daniel pavilion. The system could be used for other events as needed or requested. President Dorsett mentioned the option of zoning out the speakers. That way, if you are just using the gazebo, the sound is not playing out in the streets and/or area not around the gazebo.

A motion was made by Board Member McCarty to approve funding the full amount of the outdoor audio system presented for City Hall Campus and authorizing the City Manager to seek additional funding sources to reduce Liberty Community Development Corporation expenses if possible. The motion was seconded by Board Member Runkle. The motion passed 6 to 0.

Funding Source: LCDC

Staff Recommendation:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 4/14/2026 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PURCHASE OF AN OUTDOOR AUDIO SYSTEM FOR EVENTS AT CITY HALL AND RATIFYING THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS FOR SAME.

WHEREAS, the City of Liberty routinely hosts community events on the City Hall Square located in downtown; and

WHEREAS, it has become clear that the sound system for outdoor events at City Hall is inadequate and needs to be improved; and

WHEREAS, the City Council finds that events held on the city hall square oftentimes promote tourism within the City of Liberty and therefore the use of Hotel Occupancy Funds to help fund this program are acceptable; and

WHEREAS, the City Council finds that the expenditure of such funds from the LCDC promotes economic development, tourism, and community quality of life within the City and qualifies as an expenditure for LCDC under section 505.152 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the purchase of an outdoor audio system for events at City Hall for an amount not to exceed \$85,000 with funding being provided via \$20,000 from the City's Hotel Occupancy Tax funds and the remainder coming from the Liberty Community Development Corporation. Furthermore, the City Council ratifies the LCDC's expenditure of funds on this project.

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



Outdoor Audio System Revised

A PROPOSAL FOR

City Of Liberty

Madi Key

mkey@cityofliberty.org

(936) 336-3684

1829 Sam Houston Street

Liberty, TX 77575

PREPARED BY KEITH PERRY • EXPIRES APRIL 30, 2026



Peridon LLC

www.peridonentertainment.com

(832) 420-1818

P.O. Box 753095








Houston, TX 77275









Project Description

This is the new update based on our meeting with some upgrades that allow more ability to do what was mentioned in each area. This will allow to add more if ever needed in regards to the movie night and other sources which would be explained. I added also a tablet for control of the band audio and also wall controls in 4 areas that will allow even better control. This will all make more sense once its installed. Really advanced technology with this system that will make it easier to use for those who aren't tech savvy.

Areas & Items










Basic Music

Items	Sell Price	Qty	Total
 Blaze Audio PowerZone Connect 6008 6000W 8-Channel Networkable Power Amplifier <i>Speaker Amp</i>	\$4,400.00	x1	\$4,400.00
 Blaze Audio PowerZone Connect 6008 6000W 8-Channel Networkable Power Amplifier <i>Sub amp</i>	\$4,400.00	x1	\$4,400.00
 Sonance PSS85T High Output <i>High output Speaker</i>	\$667.00	x20	\$13,340.00
 Rack Brand ER18 18U Enclosed Equipment Rack <i>Equipment Rack</i>	\$799.99	x1	\$799.99
 Sonance LS15T SUB 15" In-Ground Landscape Subwoofer, Unit of Measure - EA	\$3,870.00	x8	\$30,960.00
 Wirepath SP-144-500-BLK 14-Gauge 4-Conductor 500 ft. Speaker Wire (Black) <i>Speaker wire</i>	\$599.99	x6	\$3,599.94
 Sonos PORT1US1BLK WiFi Audio Streaming Component <i>Streaming source</i>	\$499.00	x1	\$499.00

Items	Sell Price	Qty	Total
 Binary B3-DIGCOAX-2 6.56 ft. B3 Series Digital Coax Cable <i>digital cable</i>	\$17.99	x1	\$17.99
 Wattbox WB-400-VCE-12 12-Outlet Power Conditioner with Voltage Protection <i>Power</i>	\$332.99	x1	\$332.99
 Blaze Audio Wall-M - US - White PowerZone Connect Smart Control <i>Controller</i>	\$300.00	x4	\$1,200.00
 Wirepath NST-CAT6-1000-BLK 1000ft Cat6 Unshielded Network Cable (Black) <i>Cat6 cable</i>	\$346.85	x1	\$346.85
 Labor Trenching	\$500.00	x3	\$1,500.00
 Labor Exterior Speaker Installation	\$75.00	x28	\$2,100.00
 Labor Installation & Programming	\$150.00	x4	\$600.00
 Labor Single Cable Run	\$150.00	x32	\$4,800.00

Basic Music Total : \$68,896.76

Band Audio

Items	Sell Price	Qty	Total
 RF Venue CP-STAGE Weather-Resistant Circularly Polarized Antenna	\$399.00	x2	\$798.00
 Shure UA844+SWB/LC Five-Way Active Antenna Distribution System	\$823.00	x1	\$823.00
 Shure SLXD24D/SM58-H55 Dual-Channel Wireless Vocal Microphone System	\$1,916.00	x2	\$3,832.00
 K&M America 24350 (Connolly Music) Universal Wall Mount for Microphones and Antennas	\$68.99	x2	\$137.98
 Warm Audio PRO-XLR-6 Pro Series Studio and Live XLR Cable, 6'	\$24.99	x4	\$99.96
 RF Venue RG8X50 50ft Low-Loss Coaxial Cable for RF Systems	\$220.00	x2	\$440.00
 Hosa Technology XRF110 HOSA TECH UNBALANCED INTERCONNECT XLR3F TO RCA 10FT	\$19.95	x2	\$39.90
 ProCo Sound and Lighting SMAST0400FBM-50 50ft Stage Audio Snake	\$179.95	x1	\$179.95
 Behringer XR18 18-Channel 12-Bus Mixer, iPad	\$509.00	x1	\$509.00

Items

Sell Price Qty Total



Apple IPAD128S-11THGEN
11" iPad with 128GB Storage

\$299.00 x1 \$299.00



Labor Trenching

\$500.00 x1 \$500.00



Labor Installation & Programming

\$150.00 x3 \$450.00

Band Audio Total : \$8,108.79

Financial Summary

Parts (Taxable)	\$67,055.55
Total Parts	\$67,055.55
Labor (Tax Exempt)	\$9,950.00
Total Labor	\$9,950.00
Subtotal	\$77,005.55
Sales Tax	\$5,532.08
Parts: 8.25% Labor: Exempt	

Proposal Total **\$82,537.63**

Payment Schedule

Embrace the journey of your project with complete peace of mind, knowing that the financial aspect is handled with utmost integrity and transparency. Here's the breakdown for your convenience:

Upon acceptance, the full amount for the product is due - a testament to our confidence in providing you what's promised.

Labor costs are settled upon completion, ensuring that every step of the work done meets your satisfaction.

For all **credit card transactions**, a minor convenience fee of 3% is applied to facilitate seamless processing.

FINANCIAL OPTIONS

To provide you with flexible financial solutions, we collaborate with HFS Financial and Viking Capital for financing your projects - a testament to our dedication in making your dream project a reality.

Peridon Entertainment Credit Card Convenience Processing Fee varies based on the No Interest Financing option chosen at the time of purchase. The Peridon Entertainment Credit Card, offered through Wells Fargo and Synchrony, extends promotional offers that vary depending on your purchase timing.

Our goal is to empower you with creative solutions and trustworthy guidance throughout your journey, turning your visions into tangible realities. Let inspiration be your guide and trust be your companion as we navigate this journey together.

Project Terms

Additional Notes

"Embarking on a journey of transformation, setting up your dream home theater or smart home system, is an exciting endeavor. However, it is also a venture that requires clear communication and understanding. Here's what you need to know about our process:

1. **Labor Estimates:** These are preliminary and may vary based on the evolving requirements of the project. Rest assured, any changes will be openly discussed with you before we proceed further.
2. **Payment Terms:** We believe in transparency. Payment is expected upon completion of the project. Should there be any changes during the project's progress, these must be approved by you and paid for at that time.
3. **Project Inclusions:** Unless previously agreed upon, our projects do not include electrical or sheet-rock repairs.
4. **Projector Screen Size:** Each quote is tailored based on your preferences discussed during our consultation. If you decide to alter the screen design or size later, please note there may be an exchange fee up to 50%, depending on the chosen screen manufacturer.
5. **Smart Home Automation:** Depending on the specifics of your project, we recommend having up-to-date compatible devices to ensure seamless integration.

Outdoor Audio/Video Projects

- All our projects include direct burial speaker wire for audio and video integration into the outdoor system. You have the option to add conduit for additional wire protection at the market value cost for the required square footage.
- Our installation typically begins after the plumbing and electrical work has been completed to prevent potential issues. Depending on the project, the cabling or conduit may need to be installed prior to decking or flooring.
- Each project is unique and may require more specific designs based on size, water features, and multiple audio zones. This would necessitate a custom quote.
- TV placements need careful planning, especially if we're integrating the sound into the system.
- Outdoor shades for patios and outdoor theaters are custom projects and require detailed discussions.
- We offer both outdoor and traditional televisions, further details can be discussed as needed.

- To ensure the best experience, outdoor spaces may require a hard-wired system or robust wifi network. We offer network systems to support this need on a case-by-case basis.

Surveillance Cameras

- Standard cameras come with a 3-year warranty on hardware, including cameras and recording devices. The hard drive has a year's warranty.
- Any issues arising from your home/business network service provider would necessitate a service call and fee to correct.
- Adding new phones to the camera system post the initial install date may require a service call and fee if it can't be handled over the phone.
- Damages caused by external factors are not covered and will require a service call and fee for repair.
- While items under warranty are covered for product replacement, there is a service call fee associated with diagnosing the issue and replacing the item.

We're here to empower you in creating your dream home theater or smart home system - a journey that will transform your living experience. Feel free to share your plans and we'll assist in bringing your vision to life."