



# The City of Liberty City Council

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

## Regular Meeting

### ~ Agenda ~

April Gilliland  
City Secretary  
936-336-3684

Tuesday, May 12, 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 Recognizing Peace Officers Memorial Week
- B. City Manager's Report - City Manager Bryan Kendrick - Includes various updates of interest to our community.
- C. Department Reports
- D. Sam Rayburn Municipal Power Agency - Mayor Hebert
- E. Mayor, Council and Staff Comments

**VI. CONSENT AGENDA**

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

**A. Minutes Approval**

- 1. April 14, 2026

**B. Consider a Resolution regarding the purchase of property on Scout Street.**

**C. Consider a Resolution regarding the purchase of property on Lakeland Drive**

**D. Consider a Resolution adding Anthony Lasky, Finance Manager, as a signatory on all City of Liberty bank accounts.**

**VII. REGULAR AGENDA**

**A. Regular Session**

- 1. Consider an Ordinance canvassing the returns and declaring the results of the General Municipal Election held on May 2, 2026.
- 2. Oath of Office to be administered to Mayor and Council Members
- 3. Council to elect a Mayor Pro Tem
- 4. Consider a Resolution approving a contract with Public Management to assist in applying and administration of Texas Parks & Wildlife grant
- 5. Consider a Resolution authorizing the submission of an application to Texas Parks and Wildlife for the 2027 Local Park Grant
- 6. Consider and act upon an Ordinance prohibiting drilling and mining in public parks in the City of Liberty in relation to the Texas Parks and Wildlife 2027 Local Park Grant
- 7. Discussion and possible action on LCDC's expenditure for the modifications to two end cap storage units in the T-Hangars.

**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 creating the Lights in Liberty Board and appointing initial board members
- 6. Consider a Resolution rescinding the Policy on Board and Commission Member Appointment and Eligibility adopted May 8, 2018
- 7. Consider a Resolution regarding the Port of Liberty Budget.

**VIII. ADJOURNMENT**

**A. Motion To: Adjourn**

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*I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 6th day of May 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,** law enforcement officers across the United States serve with courage, dedication, and integrity to safeguard our communities, uphold the rule of law, and protect the rights and safety of all citizens; and

**WHEREAS,** Peace Officers Memorial Week, observed in 2026 from **May 10 through May 16**, provides an opportunity to honor the memory of those officers who have made the ultimate sacrifice in the line of duty; and

**WHEREAS,** May 15, 2026, is designated as **Peace Officers Memorial Day**, a solemn occasion to pay tribute to fallen officers and to express our deepest gratitude to their families for their enduring strength and sacrifice; and

**WHEREAS,** the service of law enforcement officers—past, present, and future—reflects an unwavering commitment to justice, public safety, and the preservation of our democratic values; and

**WHEREAS,** it is fitting and proper that we join communities across the nation in recognizing the heroism and dedication of these public servants;

**NOW, THEREFORE,** I, John Hebert, Jr., Mayor of the City of Liberty, Texas, on behalf of the City Council, do hereby recognize May 10-16, 2026, as:

### ***“PEACE OFFICERS MEMORIAL WEEK”***

In the City of Liberty and call upon all residents to honor the service and sacrifice of law enforcement officers, past and present and encourage participation in appropriate ceremonies and observances to remember and pay tribute to those who have given their lives in the line of duty.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Liberty, Texas to be affixed on this 12<sup>th</sup> day of May 2026.

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

ATTEST:

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

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 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.

**Water System Maintenance:**

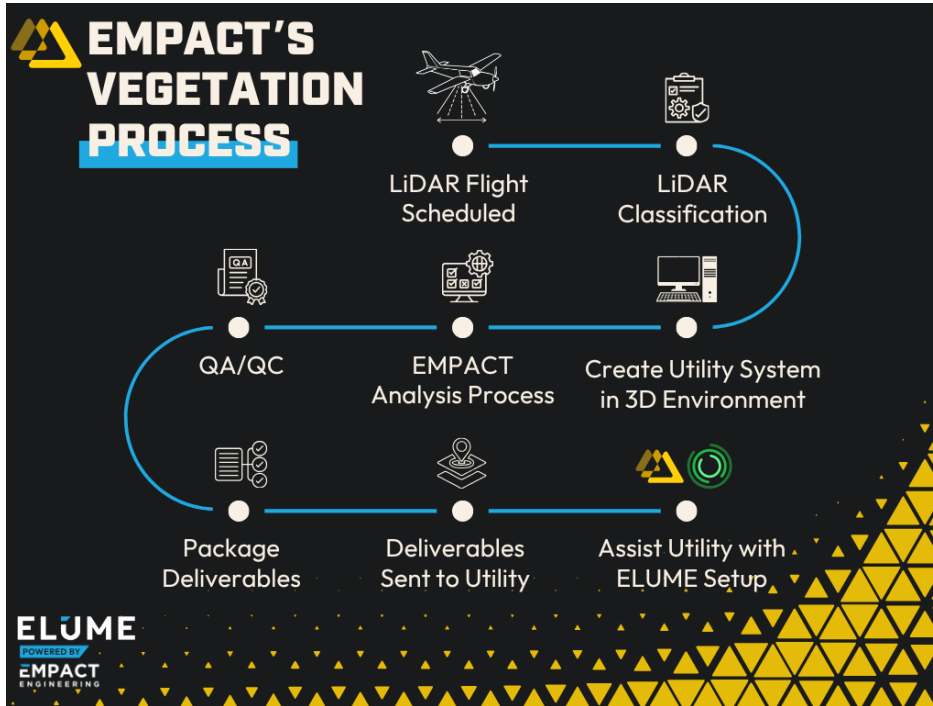
Our crews continue to address water leaks on a maintenance-response basis, resolving issues as they arise. As of last week, there were six active leaks throughout the city. Should the volume exceed our internal capacity to respond in a timely manner, we will bring in outside contractors to assist as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

**Fiber Ring Infrastructure Sale Completed:**

We have completed the sale, received our infeasible rights of use for our needs and funding has been received and credited to the Cambridge Fund, dedicated to Park Improvements per staff's request and City Council's direction.

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

Empact is conducting the Analysis, next they will get us with the final data to present at the Strategic Planning Workshop to finalize a plan and budget.



**Roadway Asset Services:**

Staff is reviewing the data deliverables, once we finally accept the data, RAS will begin using the BOSS software to create budget scenarios which will be presented at the Strategic Planning Workshop.

**Liberty Municipal Park:**

- Liberty Municipal Park Splash Pad is scheduled to be completed by March 6th, 2026
- The bid for the Concession Stands and Bathrooms was published on January 8th. The projected schedule is listed below:  
 Bid opening: March 26  
 City Council approval: April 14  
 Prepare and execute contracts: April 15–24  
 Issue Notice to Proceed: April 27  
 Contractor preparation of subcontracts: April 28–May 5  
 Contractor preparation of submittals (for review and material procurement): May 6–June 26  
 Mobilization and start of construction: July 1

**Funding Source:** n/a

**Staff Recommendation:** n/a

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 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 04/01/2026 00:00 LT  
 End Date 04/30/2026 23:59 LT

Creation 05/01/2026 06:35  
 User mark\_bush  
 Customer ID KT78

**Summary**

| Landings              |            | Take-Offs             |            | Totals                |             |
|-----------------------|------------|-----------------------|------------|-----------------------|-------------|
| Single Engine         | 539        | Single Engine         | 545        | Single Engine         | 1084        |
| Single Engine Turbine | 5          | Single Engine Turbine | 3          | Single Engine Turbine | 8           |
| Multi Engine          | 29         | Multi Engine          | 29         | Multi Engine          | 58          |
| Multi Engine Turbine  | 5          | Multi Engine Turbine  | 5          | Multi Engine Turbine  | 10          |
| Business Jet          | 1          | Business Jet          | 1          | Business Jet          | 2           |
| Helicopter            | 18         | Helicopter            | 31         | Helicopter            | 49          |
| <b>TOTAL</b>          | <b>597</b> | <b>TOTAL</b>          | <b>614</b> | <b>TOTAL</b>          | <b>1211</b> |

**FAA AAC/ADG Summary**

| Landings     |            | Take-Offs    |            | Totals       |             |
|--------------|------------|--------------|------------|--------------|-------------|
| A1           | 557        | A1           | 562        | A1           | 1119        |
| A2           | 1          | A2           | 1          | A2           | 2           |
| B1           | 10         | B1           | 10         | B1           | 20          |
| B2           | 7          | B2           | 6          | B2           | 13          |
| HEL          | 18         | HEL          | 31         | HEL          | 49          |
| UKN          | 4          | UKN          | 4          | UKN          | 8           |
| <b>TOTAL</b> | <b>597</b> | <b>TOTAL</b> | <b>614</b> | <b>TOTAL</b> | <b>1211</b> |

**Operations by Aircraft Type**

| Single Engine |     | Single Engine Turbine |   | Multi Engine |    | Multi Engine Turbine |   | Business Jet | Jet 2 | Jet NB | Jet 4 | Jet WB | Helicopter |    |
|---------------|-----|-----------------------|---|--------------|----|----------------------|---|--------------|-------|--------|-------|--------|------------|----|
| 8KCAB         | 17  | AT6T                  | 3 | BE55         | 4  | B350                 | 6 | C525         | 2     |        |       |        | B06        | 10 |
| AA5           | 38  | KODI                  | 3 | BE58         | 2  | BE20                 | 2 |              |       |        |       |        | EC45       | 29 |
| B36           | 1   | PC12                  | 2 | C310         | 4  | BE9T                 | 2 |              |       |        |       |        | R44        | 10 |
| BE33          | 2   |                       |   | C340         | 2  |                      |   |              |       |        |       |        |            |    |
| BE35          | 6   |                       |   | C421         | 10 |                      |   |              |       |        |       |        |            |    |
| BEAR          | 4   |                       |   | DA42         | 34 |                      |   |              |       |        |       |        |            |    |
| C150          | 4   |                       |   | PA34         | 2  |                      |   |              |       |        |       |        |            |    |
| C172          | 412 |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| C180          | 4   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| C182          | 53  |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| C185          | 32  |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| C206          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| C210          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| CH7A          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| DA40          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| Kitfox        | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| Lancair       | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| M20           | 8   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| P2010         | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| P28A          | 126 |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| PA24          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| PA28          | 316 |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| PA32          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| PA46          | 4   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| RV10          | 6   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| RV14          | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| RV6           | 7   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |
| RV7           | 2   |                       |   |              |    |                      |   |              |       |        |       |        |            |    |

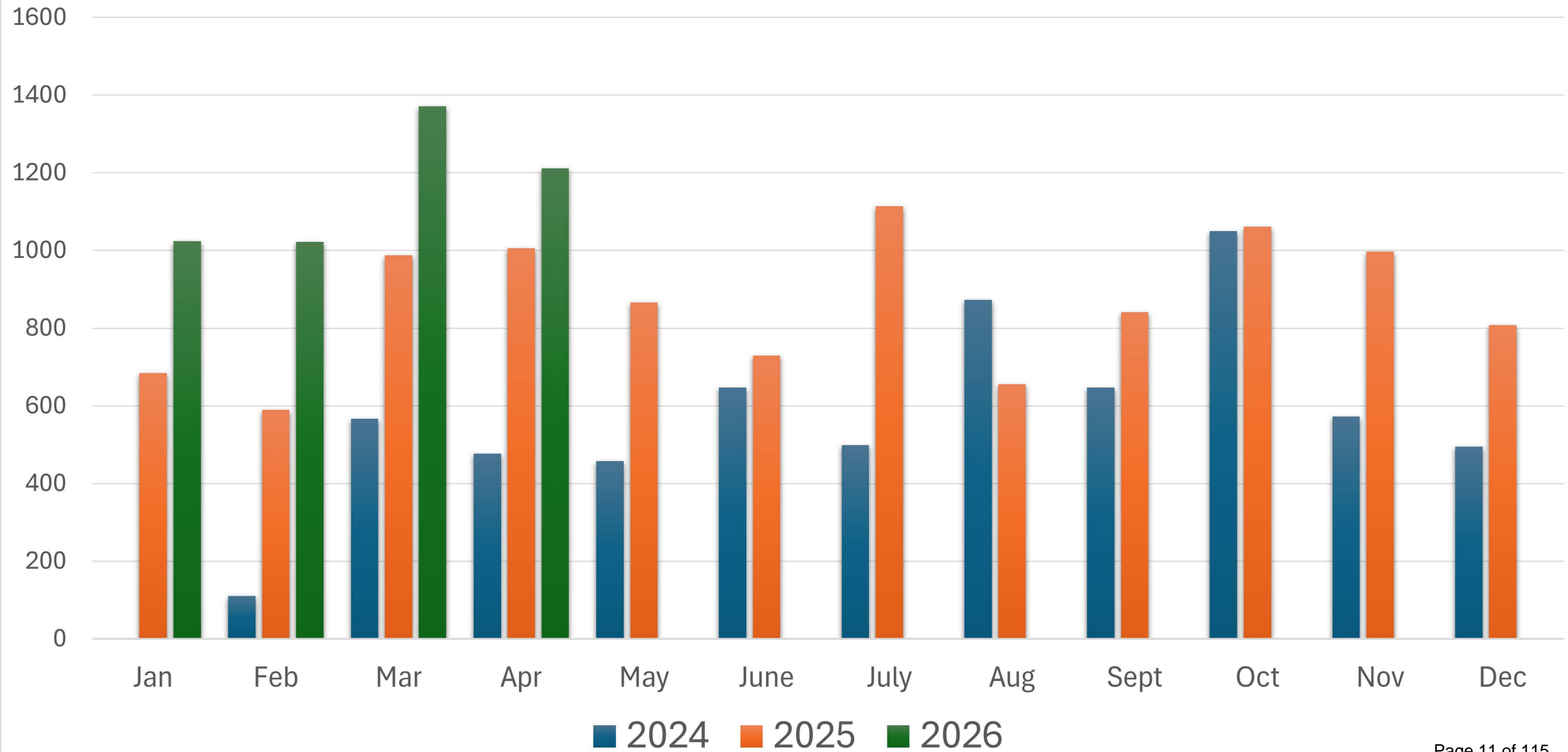
|        | Single Engine | Single Engine Turbine | Multi Engine | Multi Engine Turbine | Business Jet | Jet 2 | Jet NB | Jet 4 | Jet WB | Helicopter |
|--------|---------------|-----------------------|--------------|----------------------|--------------|-------|--------|-------|--------|------------|
| RV8    | 2             |                       |              |                      |              |       |        |       |        |            |
| SR20   | 2             |                       |              |                      |              |       |        |       |        |            |
| SR22   | 2             |                       |              |                      |              |       |        |       |        |            |
| TB10   | 10            |                       |              |                      |              |       |        |       |        |            |
| Others | 6             |                       |              |                      |              |       |        |       |        |            |

### Activity Summary

|                |     |
|----------------|-----|
| LANDING RWY 16 | 540 |
| LANDING RWY 34 | 57  |
| SELF FUEL      | 232 |
| TAKEOFF RWY 16 | 547 |
| TAKEOFF RWY 34 | 67  |
| T&G RWY 16     | 205 |
| T&G RWY 34     | 18  |
| T-HANGARS      | 21  |

*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 OPEN</u><br><u>Date</u> | <u>Address</u>                                   | <u>Violation Type</u> | <u>Contact/Notification</u> | <u>Report Status</u>           |
|---------------------------------|--|-----------------------|-----------------------------|--------------------------------|
| <b>LITTER</b>                   |  |                       |                             |                                |
| 2/24/26                         | 1616 Kipling<br>Liberty, TX 77575                | LITTER                | 1st NOV- HANGER             | CLOSED-<br>CLEARED BY<br>OWNER |
| 3/24/26                         | Independence-<br>ID#56897<br>Liberty, TX 77575   | LITTER                | 1st NOV- Mail               | CLOSED-<br>CLEARED BY<br>CITY  |
| <b>HIGH GRASS</b>               |  |                       |                             |                                |
| 8/4/25                          | 1834 N San Jacinto<br>Liberty, TX 77575          | HIGH GRASS            | 3rd NOV & POSTED            | CLOSED-<br>CLEARED BY<br>CITY  |
| 8/5/25                          | 609 Washington<br>Liberty, TX 77575              | HIGH GRASS            | 3rd NOV & POSTED            | CLOSED-<br>CLEARED BY<br>CITY  |
| 8/12/25                         | 1015 Lamar<br>Liberty, TX 77575                  | HIGH GRASS            | 3rd NOV & POSTED            | CLOSED-<br>CLEARED BY<br>CITY  |
| 9/3/25                          | 901 MLK & MLK-<br>ID#127680<br>Liberty, TX 77575 | HIGH GRASS            | 3rd NOV & POSTED            | CLOSED-<br>CLEARED BY<br>CITY  |
| <b>STOP WORK ORDER</b>          |  |                       |                             |                                |
| <b>RV VIOLATIONS</b>            |  |                       |                             |                                |
| 7/20/23                         | 311 Riverbend Rd.<br>Liberty, TX 77575           | LIVING IN RV          | 3rd NOV & POSTED            | OPEN                           |

|         |                                   |              |                 |      |
|---------|-----------------------------------|--------------|-----------------|------|
| 6/11/25 | 3023 Grand<br>Liberty, TX 77575   | LIVING IN RV | VERBAL          | OPEN |
| 2/25/26 | 1409 Webster<br>Liberty, TX 77575 | LIVING IN RV | 1st NOV- HANGER | OPEN |

|                             |
|-----------------------------|
| <b>DILAPIDATED PROPERTY</b> |
|-----------------------------|

|         |  |                         |                    |      |
|---------|--|-------------------------|--------------------|------|
| 10/3/24 | 120 Alabama<br>Liberty, TX 77575       | DILAPIDATED<br>PROPERTY | Working on Warrant | OPEN |
| 5/15/25 | 311 Riverbend Rd.<br>Liberty, TX 77575 | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 7/22/25 | 134 McMannus<br>Liberty, TX 77575      | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 8/25/25 | 2721 Cos<br>Liberty, TX 77575          | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 2/24/26 | 2713 Cornell<br>Liberty, TX 77575      | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 2/24/26 | 1515 Lakeland<br>Liberty, TX 77575     | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 3/2/26  | 114 Tanner<br>Liberty, TX 77575        | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |
| 3/19/26 | Avenue J-ID#55751<br>Liberty, TX 77575 | DILAPIDATED<br>PROPERTY | 1st NOV- Mail      | OPEN |

**SIGN ORDINANCE VIOLATIONS**

**MULTIPLE VIOLATIONS**

|         |                                     |                        |                 |        |
|---------|-------------------------------------|------------------------|-----------------|--------|
| 7/15/25 | 2757 Cos<br>Liberty, TX 77575       | MULTIPLE<br>VIOLATIONS | 1st NOV- HANGER | OPEN   |
| 1/14/26 | 2422 Hollywood<br>Liberty, TX 77575 | MULTIPLE<br>VIOLATIONS | 1st NOV- HANGER | CLOSED |
| 2/25/26 | 150 Lone Oak<br>Liberty, TX 77575   | MULTIPLE<br>VIOLATIONS | VERBAL          | OPEN   |

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

| <u>Case OPEN</u><br><u>Date</u> | <u>Owner (First name)</u> | <u>Follow up date &amp;</u><br><u>Notes</u> | <u>Vehicle Location</u>              | <u>Status</u> |
|---------------------------------|---------------------------|---|--------------------------------------|---------------|
| 6/4/25                          |                           | 9/29/2025                                   | 924 Sam Houston<br>Liberty, TX 77575 | OPEN          |
| 11/20/25                        |                           | 2/13/2026                                   | 311 Riverbend<br>Liberty, TX 77575   | OPEN          |
| 11/20/25                        |                           | 2/13/2026                                   | 311 Riverbend<br>Liberty, TX 77575   | OPEN          |
| 1/23/26                         |                           | 4/13/2026                                   | 1122 N Travis<br>Liberty, TX 77575   | OPEN          |
| 1/22/26                         |                           |   | 6010 N Travis<br>Liberty, TX 77575   | CLOSED        |
| 3/23/26                         |                           | 4/22/2026                                   | 200 East St.<br>Liberty, TX 77575    | OPEN          |
| 1/29/26                         |                           |   | 1301 Lamar<br>Liberty, TX 77575      | CLOSED        |

|         |           |                                      |      |
|---------|-----------|--------------------------------------|------|
| 2/24/26 | 3/25/2026 | 1805 Reese<br>Liberty, TX 77575      | OPEN |
| 2/25/26 | 3/25/2026 | 205 Avenue I<br>Liberty, TX 77575    | OPEN |
| 2/26/26 | 3/26/2026 | 1603 Cypress<br>Liberty, TX 77575    | OPEN |
| 3/2/26  | 4/1/2026  | 132 Tanner<br>Liberty, TX 77575      | OPEN |
| 3/2/26  | 4/1/2026  | 128 Tanner<br>Liberty, TX 77575      | OPEN |
| 3/3/26  | 4/2/2026  | 1210 Minglewood<br>Liberty, TX 77575 | OPEN |
| 3/17/26 | 4/16/2026 | 2223 & 221 MLK<br>Liberty, TX 77575  | OPEN |

OPEN

|                    | <b><i>Closed</i></b> | <b><i>OPEN</i></b> |
|--------------------|----------------------|--------------------|
|                    | 2                    | 0                  |
| HIGH GRASS         | 4                    | 0                  |
| STOP WORK          |                      | 0                  |
| RV VIOLATION       |                      | 3                  |
| DILAPIDATED        |                      | 8                  |
| SIGN ORDINANCE     |                      | 0                  |
|                    | 1                    | 2                  |
| JUNK MOTORCYCLE    | 2                    | 12                 |
|                    |                      | 0                  |
| <b>TOTAL CASES</b> | <b>9</b>             | <b>25</b>          |

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

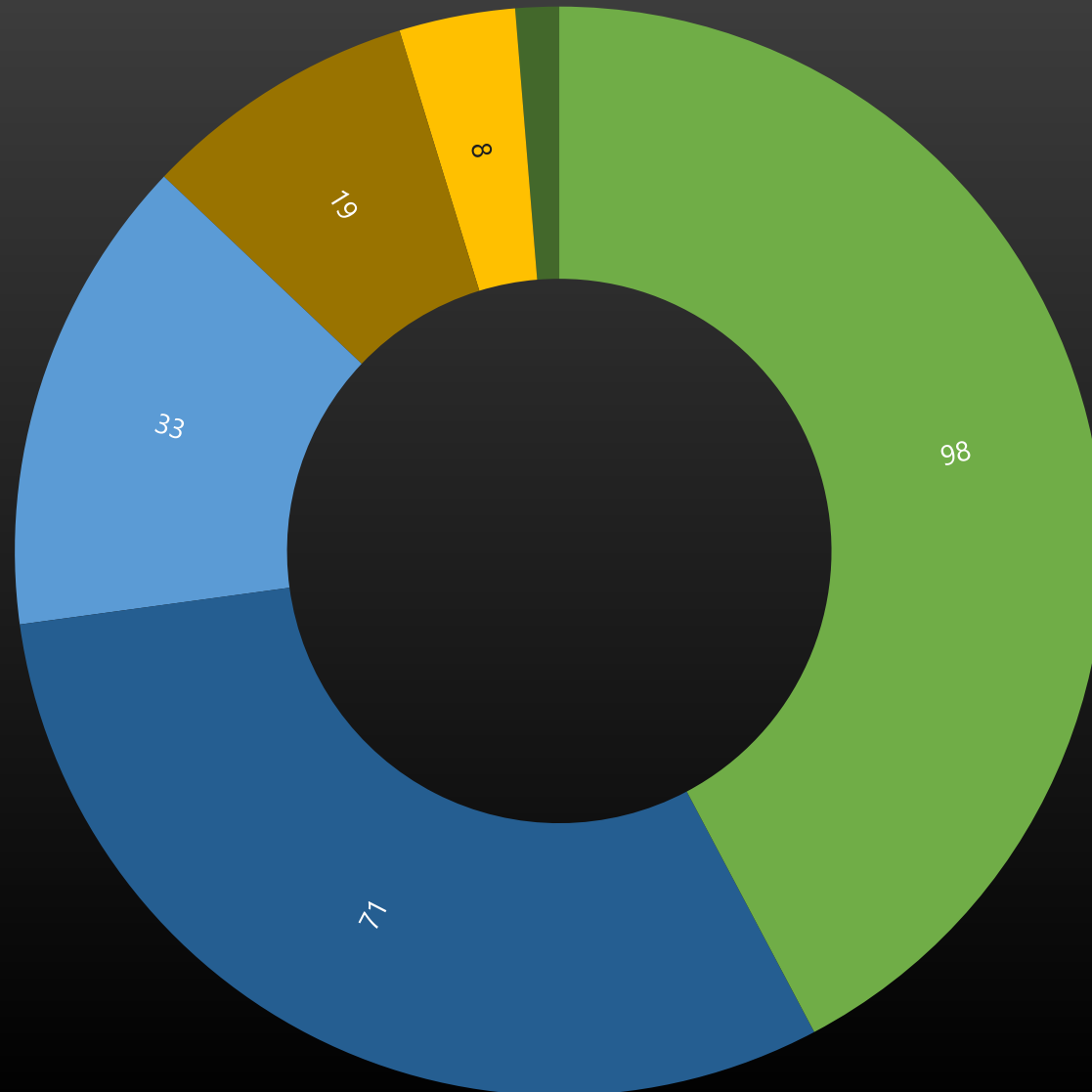


# *Liberty Fire*

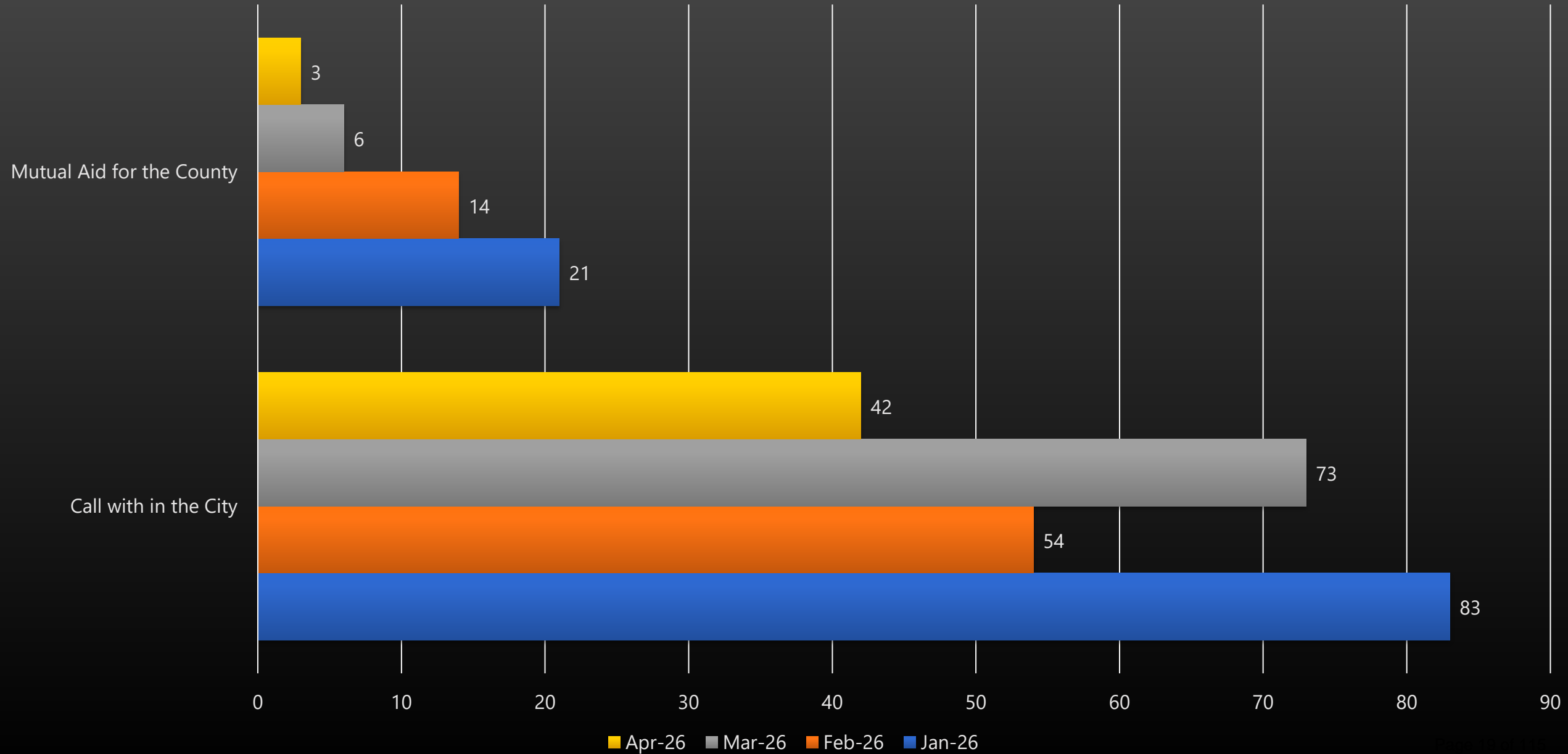
- April Monthly
- Report

# EMS Calls: 232

- Emergency Responses
- Refusals/Disregards
- County Mutual Aids
- Air Life Services
- Lifelight Services
- Out of Town Transfers
- In Town Transfers



# Fire Calls: 45



# "A" SHIFT

- Edmonds EMT-B.
- Rope training.
- New Rookie Cash Loyd.



# “B” Shift

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



# "C" Shift

---

- Station Tour
- J-Rat.
- LFD Donkey Basketball team.
- 563 fire.



- Elks Lodge benefit Donkey Basketball
- Easter Rodeo



## April 2026 Golf Course Report

### April 2026

Applied granular fertilizer with pre-emerge to entire course

Cleanup after storm on April 10 that dumped over 6 inches of rain

Areifying tee complexes and along cartpaths

Sprayed native areas with a second round of herbicide for weed control

Added sand to a few select bunkers

Had a hydraulic leak on a mower that spilt oil on putting green

Had a hydraulic hose blow on fairway mower

9.9 inches of rain recorded at the golf course this month

### Pro Shop Report

Attached are detailed reports from: (New System with new reports starting in April)

April 2025 receipts were \$82,574.66 compared April 2026 receipts of \$95,406.88 showing a **15% increase in revenue** for the month of March compared to previous year. This is 20 % increase over March 2026 (previous month)

Rounds played previous April. – 1860 Rounds played current April. – 3317, including tournaments (78%) increase

This increase in play and revenue was even with more than double the weather closure days in April 2026. We had 7 closure days. March 2026 we only had 3 days closure.

April hosted 5 tournament days. We had to cancel 2 events because of wet course conditions/ rain.

# GL Summary

## Liberty Municipal Golf Course

Tuesday, April 1, 2025 - Wednesday, April 30, 2025

| GL Code               | Total       | GL Code Description | Quantity | Sub Total    |
|-----------------------|-------------|---------------------|----------|--------------|
| Add-On Modifiers      | \$966.75    | Concessions         | 607      | \$966.75     |
| Cart Fees             | \$19,598.71 | Cart Fees           | 1,670    | \$19,598.71  |
| Green Fees            | \$27,486.24 | Employee            | 4        | \$0.00       |
|                       |             | Member              | 521      | \$0.00       |
|                       |             | Member Guest        | 29       | \$0.00       |
|                       |             | Online              | 84       | \$3,279.85   |
|                       |             | Public              | 768      | \$17,047.24  |
|                       |             | Regular             | 32       | \$295.68     |
|                       |             | Resident            | 422      | \$6,863.47   |
| Memberships           | \$6,355.61  | Membership          | 18       | \$6,355.61   |
| Merchandise           | \$6,267.48  | Accessories         | 29       | \$309.26     |
|                       |             | Clubs               | 8        | \$1,973.66   |
|                       |             | Gloves              | 47       | \$593.98     |
|                       |             | Golf Balls          | 245      | \$2,609.45   |
|                       |             | Men Apparel         | 12       | \$349.16     |
|                       |             | Shoes               | 5        | \$332.56     |
|                       |             | Tees                | 35       | \$32.20      |
|                       |             | Women Apparel       | 2        | \$67.21      |
| Range                 | \$5,005.84  | Range Balls         | 766      | \$5,005.84   |
| Tournaments           | \$11,004.00 | Tournament          | 2        | \$11,004.00  |
| Sales Tax             | \$5,419.32  | Sales Tax           | 0        | \$5,419.32   |
| Credit Card Surcharge | \$470.71    | CC Surcharge        | 0        | \$470.71     |
| Cash                  | \$11,017.93 | Cash                | 0        | \$13,784.23  |
|                       |             | Cash Change         | 0        | (\$2,766.30) |
| Checks                | \$12,624.00 | Check               | 0        | \$12,624.00  |
| Credit Cards          | \$58,932.73 | American Express    | 0        | \$2,143.84   |
|                       |             | Discover            | 0        | \$1,939.15   |
|                       |             | MasterCard          | 0        | \$20,509.84  |
|                       |             | Visa                | 0        | \$34,339.90  |

TOTAL APRIL 2025 REVENUE - \$82,574.66

Sales by Item Category

Liberty Golf Course - 05/07/2026

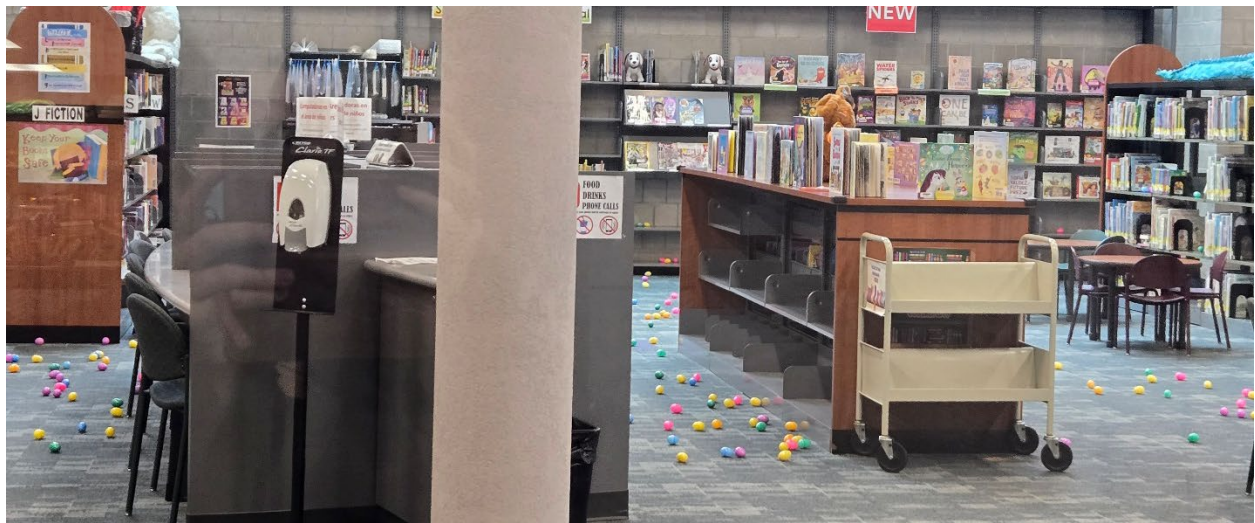
|             |                          |
|-------------|--------------------------|
| Item Search | 2026-04-01 to 2026-04-30 |
|-------------|--------------------------|

| Category              | Parent           | Subtotal   | Subtotal w/ Discounts | Discounts | Total      | Cost      | Profit     | Margin |
|-----------------------|------------------|------------|-----------------------|-----------|------------|-----------|------------|--------|
| CC Surcharge - #11    |                  | \$144.59   | \$144.59              | \$0.00    | \$144.59   | \$0.00    | \$144.59   | 100%   |
| Cart Fees - #8        |                  | \$20117.05 | \$20111.04            | \$6.01    | \$21770.20 | \$0.00    | \$20111.04 | 100%   |
| Concession - #14      |                  | \$2037.50  | \$1986.35             | \$51.15   | \$2150.23  | \$1954.26 | \$32.09    | 1.62%  |
| Daily Green Fees - #6 |                  | \$24424.77 | \$24419.69            | \$5.08    | \$26434.31 | \$0.00    | \$24419.69 | 100%   |
| Membership - #7       |                  | \$8699.68  | \$8699.68             | \$0.00    | \$9334.90  | \$0.00    | \$8699.68  | 100%   |
| Merchandise - #3      |                  | \$8536.89  | \$8210.03             | \$326.86  | \$8887.36  | \$5049.89 | \$3160.14  | 38.49% |
| Accessories - #4      | Merchandise - #3 | \$1573.99  | \$1570.29             | \$3.70    | \$1699.84  | \$856.29  | \$714.00   | 45.47% |
| Clubs - #27           | Merchandise - #3 | \$1797.26  | \$1797.26             | \$0.00    | \$1945.53  | \$1262.00 | \$535.26   | 29.78% |
| Gloves - #28          | Merchandise - #3 | \$644.79   | \$644.79              | \$0.00    | \$697.99   | \$349.45  | \$295.34   | 45.8%  |
| Golf Balls - #5       | Merchandise - #3 | \$3007.11  | \$2988.15             | \$18.96   | \$3234.67  | \$1686.65 | \$1301.50  | 43.56% |
| Men Apparel - #25     | Merchandise - #3 | \$1051.84  | \$845.81              | \$206.03  | \$915.59   | \$626.50  | \$219.31   | 25.93% |
| Shoes - #29           | Merchandise - #3 | \$69.28    | \$69.28               | \$0.00    | \$75.00    | \$46.50   | \$22.78    | 32.88% |
| Women Apparel - #26   | Merchandise - #3 | \$364.91   | \$273.67              | \$91.24   | \$296.25   | \$210.00  | \$63.67    | 23.27% |
| Range Balls - #10     |                  | \$5343.40  | \$5343.40             | \$0.00    | \$5784.23  | \$0.00    | \$5343.40  | 100%   |
| Tournaments - #30     |                  | \$19919.00 | \$19919.00            | \$0.00    | \$19919.00 | \$3125.00 | \$16794.00 | 84.31% |

TOTAL APRIL 2026 REVENUE \$95,406.88

## Liberty Municipal Library April 2026 Report

The library's annual Easter Egg Hunt took place on Wednesday, April 1 with 98 in attendance. Due to rain, the event was held this year inside the library in the children's section. The library hid a total of over 1,000 eggs. All the children and families had fun searching for the eggs. 5 golden eggs were hidden for the children to find. The lucky children who found the prize eggs received a prize basket filled with toys and candy. All the other eggs were filled with a variety of candy, so no one left empty handed.





The Liberty Garden Club held a photo opportunity this month in celebration of the beautification project at the Liberty Municipal Library. Members of the Liberty Garden Club and Friends of the Library were able to come together for the completion of the work done at the library. The accompanying photo was posted in the Liberty Gazette.



**LIBERTY GARDEN CLUB AND FRIENDS OF THE LIBRARY BEAUTIFY LIBERTY MUNICIPAL LIBRARY**

Liberty Garden Club and Friends of the Library united to irrigate and landscape the front and east side of the Liberty Municipal Library. Front row (l-r): Stacy Sundgren, Dana Abshier, Amber Ursprung (librarian), Shelby Waller, Barbara Taylor, Laurie Elliott, Gloria Stratton, Sara Brown, Sandy Pickett, Denise Barkis, Jan Knight and Debbie Dugger; back row: Gary Sundgren, Beverly Davis, Marilyn Kittrell, Lindsay Lawrence, Rebecca Mullinix, Pamela Litton, Linda Spacek, Patty Stretcher (Civic Beautification Co-Chair), Julie Hubley, Danna Lee, Karen Arnold (Civic Beautification Co-Chair).

The library held Fine Forgiveness Week in honor of National Library Appreciation Week from April 20 through April 25. This year 88 books and 3 DVDs were returned. 15 books returned were between 7 and 10 months overdue. The returned materials were valued at \$1,512.24 in returned books and \$30.89 in returned movies for a total of \$1,543.13. The fines forgiven during the week were \$399.59.

Also, in honor of National Library Week, the library hosted a special Story Time April 22, with special guests Darlene and Thierry from the Sam Houston Regional Library. Story timers were read stories and taught about both trees and family trees all tying into Earth Day, Arbor Day, and National Library Week.



A new program was hosted at the library this month called Eggcellent Adventures from April 6<sup>th</sup> through April 30<sup>th</sup>. Children and their families learned how eggs develop into chicks and were able to see the incubation process from start to hatch day. Participants learned about the lifecycle of a chicken, how incubators work, egg handling, the excitement of hatch day, and so much more. The program was overseen by Katie Clark, the Prairie View Texas A&M 4-H Extension Agent serving Liberty County. PVAMU 4-H Extension provides research-based education and services to county communities that support youth development and improve quality of life. There were 53 participants in the program.





The Fine Art Department of Liberty ISD once again displayed students' works in the foyer of the library showcasing the works entered by students into the annual art competition known as V.A.S.E. The Visual Art Scholastic Event is a competition held by TAEA to showcase student talent across the state of Texas. The library is excited to continue its partnership with Liberty ISD Fine Art Department in showcasing the creativity of our local students.



The Rotary Club met at the library on April 21 for the unveiling of the Senior Center Room at the library. The Senior Center was funded by the Rotary Club and additional funding from the Kaiser Family.

While the library had been considering ways to utilize space it was in thanks to the Rotary Club for helping us bring the idea of a Senior Center Room into reality. The library is always thankful to partners and are excited for the opening of the space. We kindly remind users interested in accessing the new space that the library is limited in staff availability and as such we will begin with online and in-person requests to access the room starting in May. The signups will also help in tracking our numbers for those utilizing the space which is needed for the library's annual report to the state.



## Liberty Municipal Library Monthly Report November 2025 through April 2026

| <b>Circulation</b>                             | <b>November</b> | <b>December</b> | <b>January</b> | <b>February</b> | <b>March</b> | <b>April</b> |
|--|-----------------|-----------------|----------------|-----------------|--------------|--------------|
| Spanish Materials Circulation                  | 15              | 13              | 18             | 26              | 45           | 32           |
| Total Adult, Teen & YA Circulation All Formats | 1,088           | 975             | 1,159          | 1,016           | 1,126        | 1,086        |
| Total Juvenile Circulation All Formats         | 814             | 731             | 874            | 899             | 948          | 860          |
| Total Circulation All Formats                  | 1,902           | 1,706           | 2,033          | 1,915           | 2,074        | 1,946        |
| <b>Reference Services</b>                      |                 |                 |                |                 |              |              |
| In-house Reference                             | 241             | 147             | 184            | 215             | 235          | 144          |
| Telephone Reference                            | 86              | 98              | 79             | 99              | 153          | 95           |
| Public Computer Assistance                     | 143             | 118             | 124            | 117             | 156          | 106          |
| <b>Collection Statistics</b>                   |                 |                 |                |                 |              |              |
| Total Volumes in Collection                    | 49,667          | 49,674          | 49,512         | 49,671          | 49,610       | 49,794       |
| Total Titles in Collection                     | 70,333          | 70,592          | 70,554         | 70,816          | 70,893       | 70,830       |
| <b>Cataloging</b>                              |                 |                 |                |                 |              |              |
| Books Cataloged                                | 96              | 50              | 86             | 99              | 0            | 86           |
| DVD/ Blu-Rays Cataloged                        | 0               | 3               | 0              | 0               | 10           | 0            |
| Audiobooks & Music CDs Cataloged               | 0               | 0               | 0              | 0               | 0            | 0            |
| Periodicals Cataloged                          | 9               | 0               | 91             | 0               | 0            | 39           |
| <b>Building Use/ Programs/Public Relations</b> |                 |                 |                |                 |              |              |
| Meeting Room/Pavilion Use                      | 13              | 15              | 12             | 11              | 21           | 32           |
| Story Time Programs                            | 3               | 5               | 4              | 4               | 4            | 4            |
| Story Time Attendance                          | 35              | 40              | 37             | 40              | 105          | 78           |
| Misc. Children's Programs/Tours                | 1               | 1               | 1              | 3               | 7            | 11           |
| Misc. Children's Programs/Tours Attendance     | 11              | 188             | 75             | 125             | 243          | 168          |
| Adult Programs Attendance                      | 30              | 9               | 22             | 16              | 125          | 52           |
| YA/Teen Programs Attendance                    | 2               | 25              | 0              | 0               | 0            | 0            |
| <b>Patron Count/ Volunteers</b>                |                 |                 |                |                 |              |              |
| Total Active Accounts In-City Patrons          | 2,367           | 2,369           | 2,356          | 2,328           | 2,309        | 2,308        |
| Total Active Accounts Out-of-City Patrons      | 3,683           | 3,689           | 3,655          | 3,628           | 3,613        | 3,612        |
| Total Volunteers                               | 1               | 12              | 7              | 10              | 8            | 5            |
| Total Volunteer Hours                          | 6               | 62              | 22.25          | 53.25           | 64           | 23.5         |
| Patron Visits Count                            | 1,723           | 2,294           | 1,604          | 2,284           | 2,400        | 2,408        |
| <b>Public Use Technology</b>                   |                 |                 |                |                 |              |              |
| Wireless Users                                 | 55              | 45              | 184            | 450             | 85           | 111          |
| Hours of Patron Wireless Use                   | 29              | 24              | 69             | 83              | 48           | 66           |
| Public Computers Users This Month              | 178             | 188             | 194            | 210             | 237          | 256          |
| Hours of Patron Computer Use                   | 111             | 106             | 113            | 130             | 128          | 175          |
| Website Sessions: Online Catalog               | 13,816          | 2,016           | 2,159          | 2,575           | 1,233        | 1,220        |
| Social Media Sessions: Facebook, Instagram     | 1,053           | 2,693           | 628            | 657             | 1,195        | 527          |

| Liberty Municipal Library Volunteer Report for the Month of April 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 | Total |
| Abshier, Dana  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Daniel, Hannah   |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Davis, Beverly   |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Dominguez, Hannah  |      |   |   |   |   | 5.25 |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    | 5.50 |    |    |    |    | 5.25 | 6.50 |    |    | 22.50 |
| Harbour, Cathy   |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Hammer, Theresa  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Lawrence, Lindsay  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Minchew, Sammie  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Pickett, Sandy   |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Stratton, Gloria   | 1.00 |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 1.00  |
| Sundgren, Gary   |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Sundgren, Stacy  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 0.00  |
| Total for month  |      |   |   |   |   |      |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |      |    |    |    |    |      |      |    |    | 23.50 |

CITY OF LIBERTY  
INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT  
APRIL 2026

**PLAN REVIEW**

# of Plans Reviewed 8

**BUILDING PERMITS**

Commercial Building Permits - New 5

Commercial Building Permits - Renovation/Remodel

Commercial Building Permits - Addition/Expansion

Residential Building Permits- New (Manufactured Homes) 3

Residential Building Permits - New (Single Family) 16

Residential Building Permits - New (Multi-Family)

All Other Permits Issued 59

**CERTIFICATE OF OCCUPANCY**

Commercial C of O's Issued 3

TOTAL: 86

**FEE REVENUE**

Permit Fee Revenue \$23,168.26

Tap Fee Revenue \$1,400.00

TOTAL: \$24,568.26

**CITY OF LIBERTY**  
**INSPECTION AND PERMIT DEPARTMENT MONTHLY REPORT**  
**APRIL 2026**

**APRIL 2026-COMMERCIAL**

| BUSINESS NAME                  | ADDRESS             | PERMIT TYPE              |
|--------------------------------|---------------------|--------------------------|
| SKY NAILS & SPA                | 2015 HWY 146 BYPASS | CERTIFICATE OF OCCUPANCY |
| AMERICAN WELDING & GAS         | 205 GEORGIA         | SIGN                     |
| GRACE CHURCH                   | 1935 HWY 146 BYPASS | ACCESSORY STRUCTURE      |
| PIPING DEPOT                   | 301 VERA            | BUILDING A               |
|                                |                     | BUILDING B               |
|                                |                     | BUILDING C               |
| LISD BASEBALL FIELD            | 2615 JEFFERSON      | BUILDING PERMIT A        |
|                                |                     | BUILDING PERMIT B        |
| KASEE LEAL'S KLASSIC DEALS LLC | 2720 N MAIN         | CERTIFICATE OF OCCUPANCY |
| TRACEY WILLIAMS                | 1710 N MAIN         | ELECTRICAL               |
| JEHOVAHS WITNESS CHURCH        | 3716 HWY 90         | MECHANICAL               |
| JAMES LINDSEY                  | 713 DR MLK JR DR    | ELECTRICAL               |
| GAME STOP                      | 1501 HWY 90, STE B  | PLUMBING                 |
| ENDLESS BARGAINS LLC           | 2718 N MAIN         | CERTIFICATE OF OCCUPANCY |
| JEHOVAHS WITNESS CHURCH        | 3716 HWY 90         | SIGN X2                  |
| JIMMIES FAST FOOD              | 1005 HWY 90         | ELECTRICAL               |
| JAMES KINDRED                  | 1405 MONTA          | PLUMBING                 |

# LIBERTY POLICE DEPARTMENT

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- MONTHLY REPORT
- April 2026





CITY OF LIBERTY  
POLICE DEPARTMENT

1906 LAKELAND DR.

POLICE  
CITY OF LIBERTY

POLICE  
CITY OF LIBERTY

911

# LIBERTY POLICE DEPARTMENT

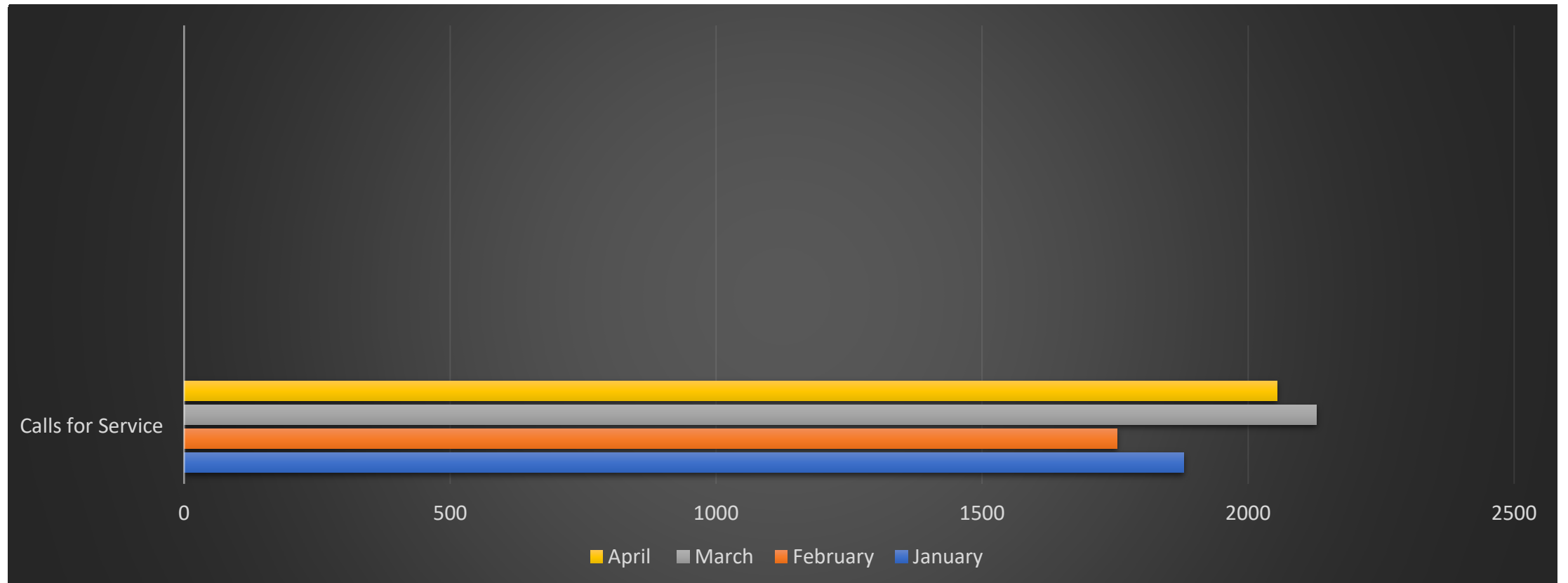
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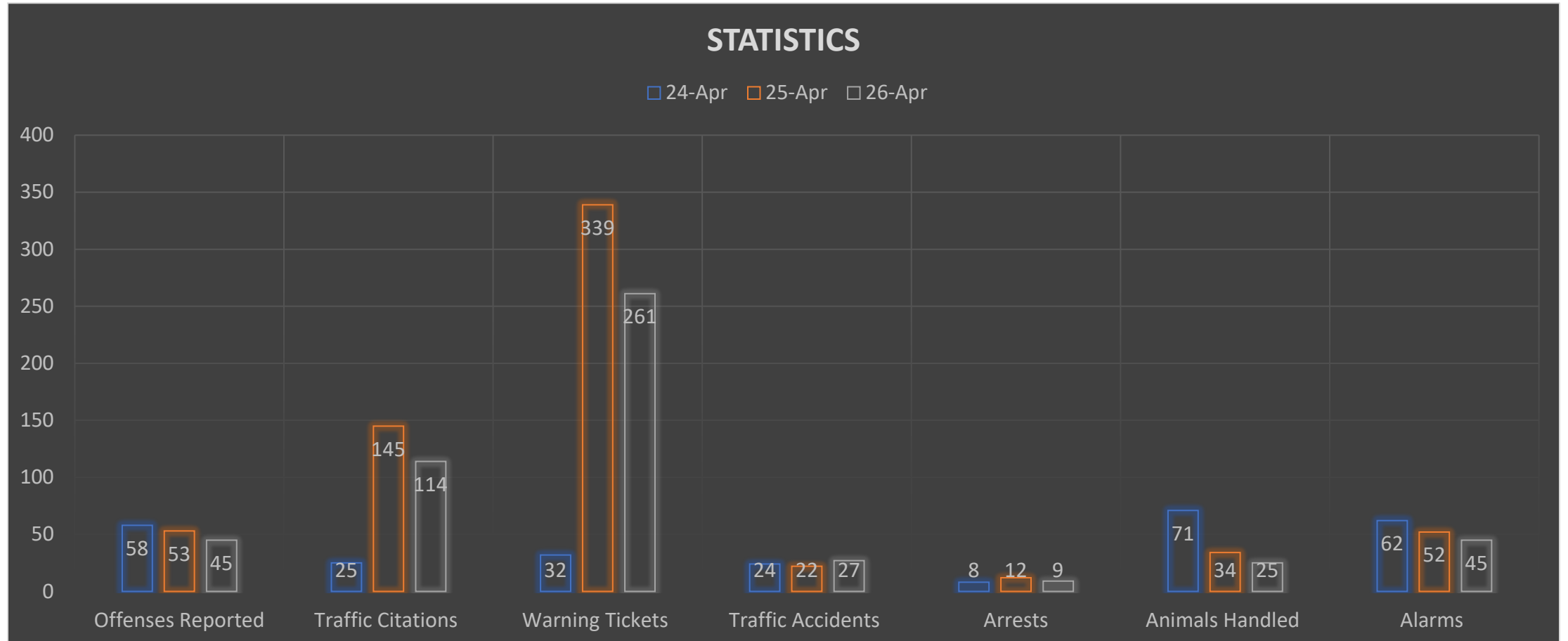
- We have re-located one speed monitor from Bowie to Minglewood. The speed monitor will remain on San Jacinto.
- Dianna Harris is preparing Evidence from Cases for Destruction.
- We are in the process of hiring two Police Officers.
- We had our TCIC Audit other than a few corrections we were in compliance.



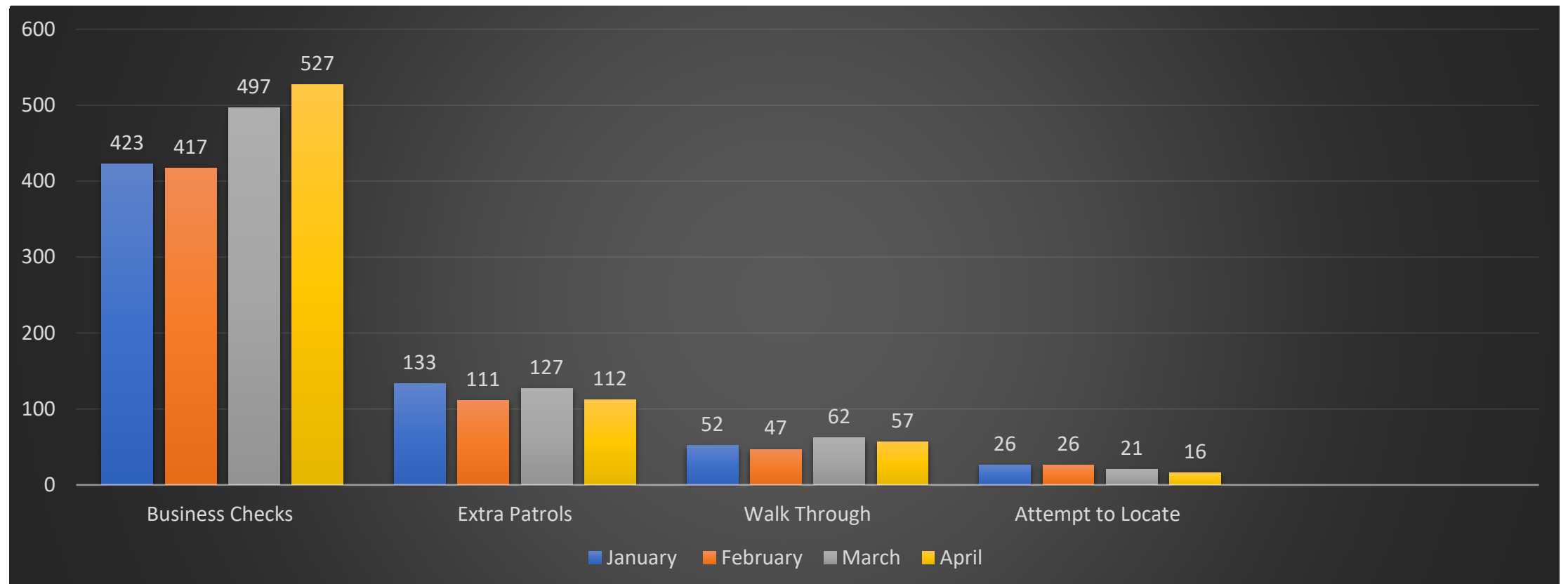
# CALLS FOR SERVICE



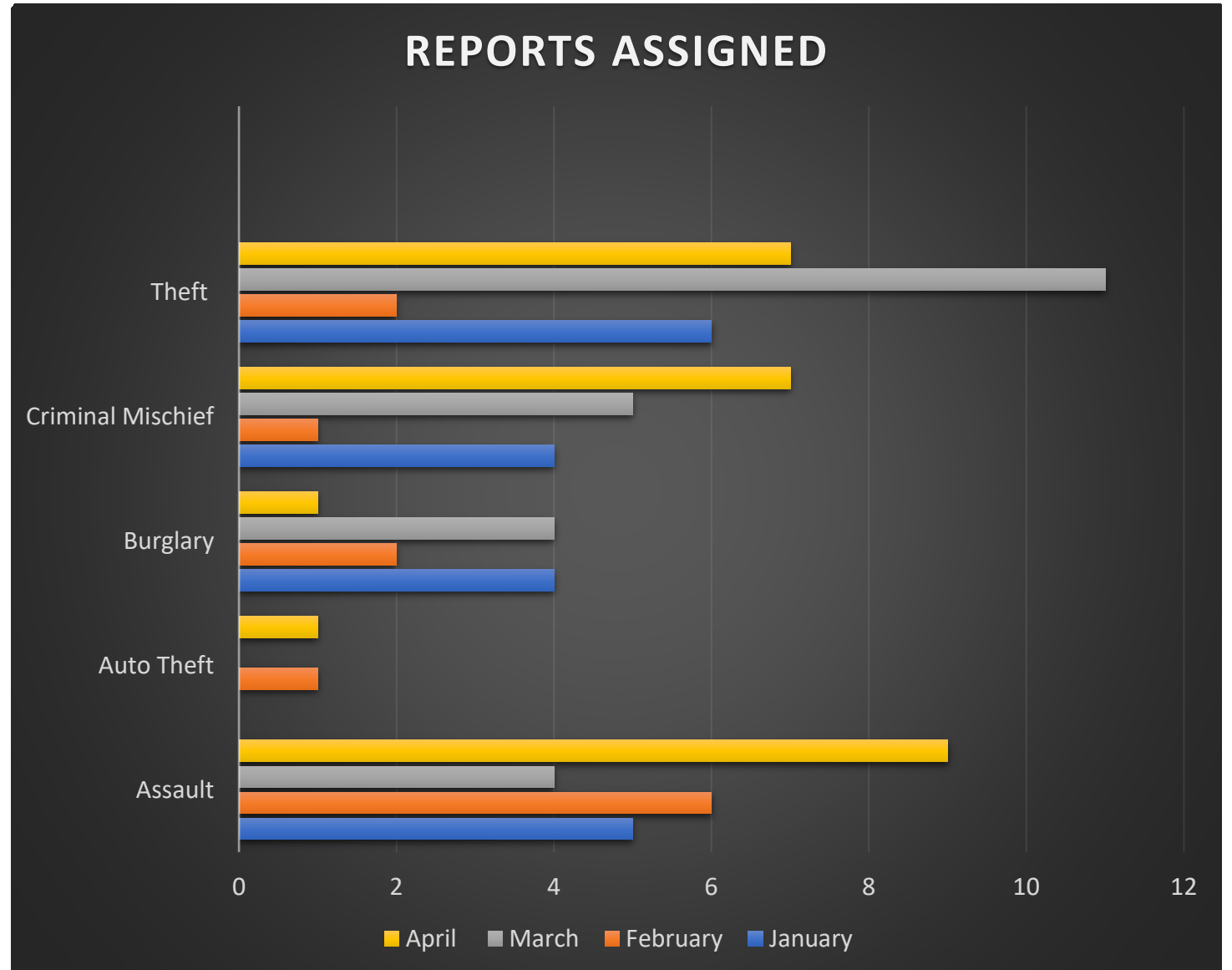
# YEAR BY YEAR COMPARISON



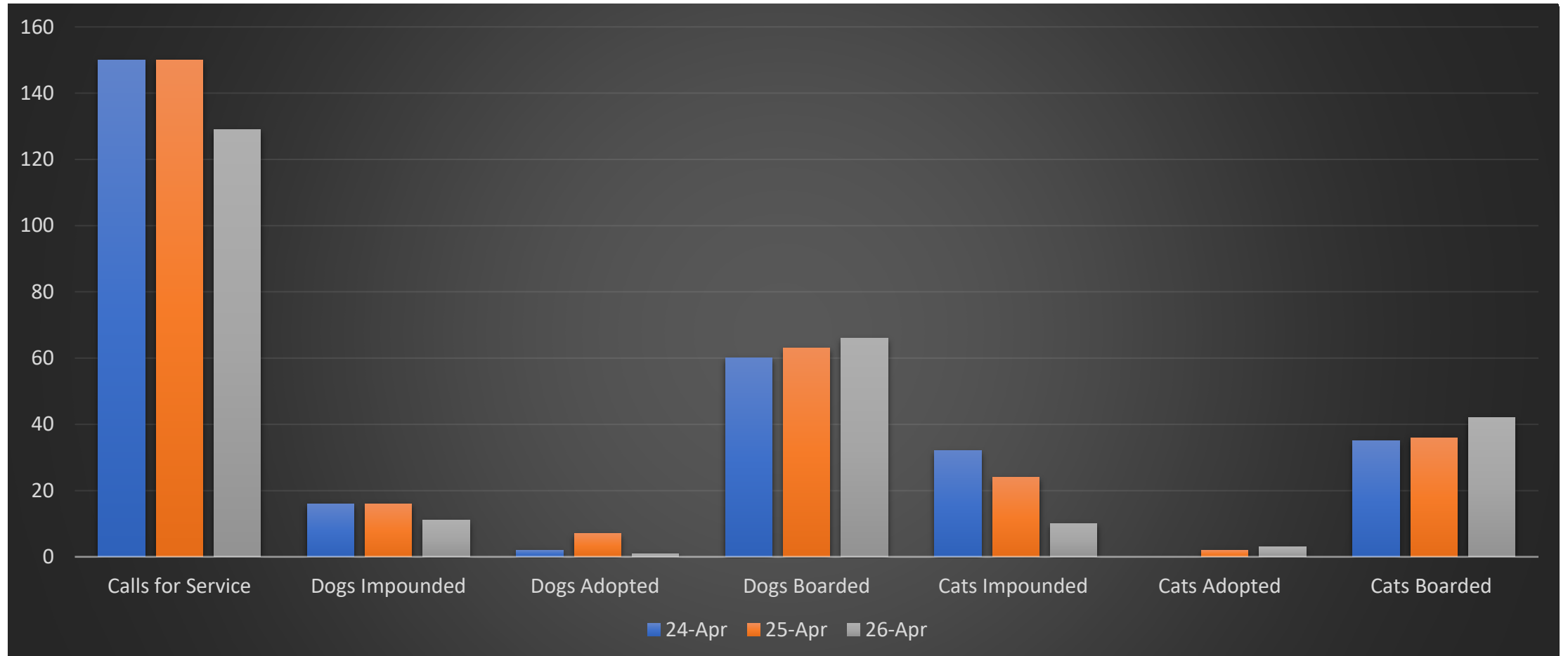
# PROACTIVE POLICING



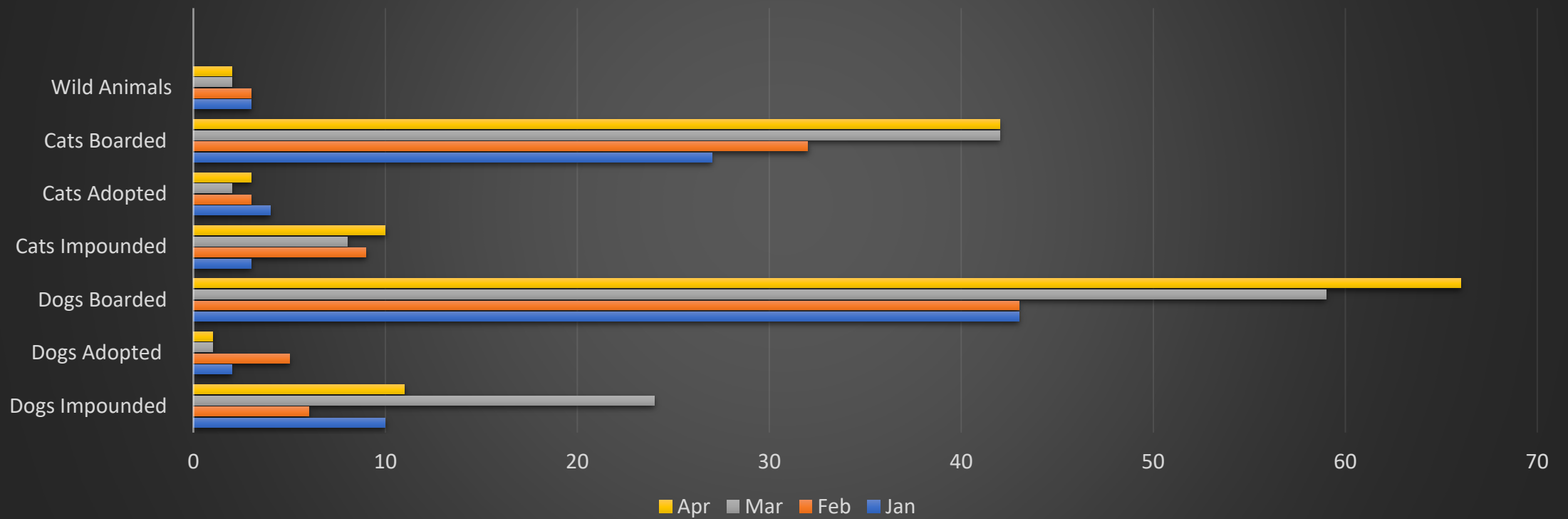
# DETECTIVE DIVISION SUMMARY OF ACTIVITY



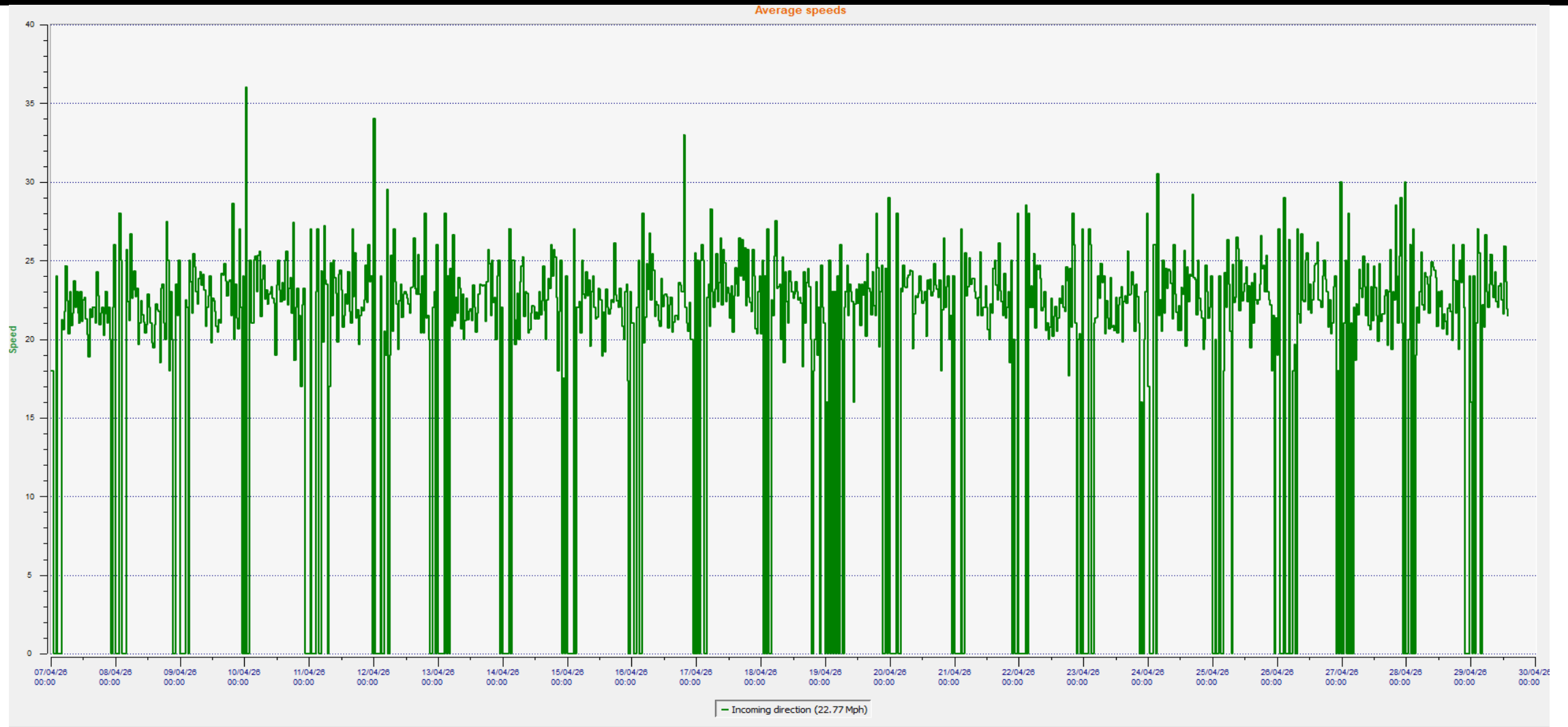
# Animal Shelter Year by Year Comparison



# ANIMAL SHELTER MONTHLY STATS



# April 2026 San Jacinto Street



# April 2026 Bowie Street



# Flock Safety

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- The cameras read over 350,897 unique vehicles over the 9 cameras. Keep in mind some vehicles will go by multiple cameras.
  - Highway 90 East and West – 245,773 Vehicles
  - Main Street/Highway 146 – 93,243
  - SH146 Bypass – 64,752
- Chief ran a plate that we had a hit on to see if there were other locations the vehicle had passed a Flock.
- Detectives searched for a stolen trailer out of Liberty. We tracked it to an area in Houston but were unable to locate.
- Detectives searched a vehicle description for Dayton PD. The vehicle was involved in a burglary of a building. We were able to locate the vehicle by description and get a license plate for the vehicle.



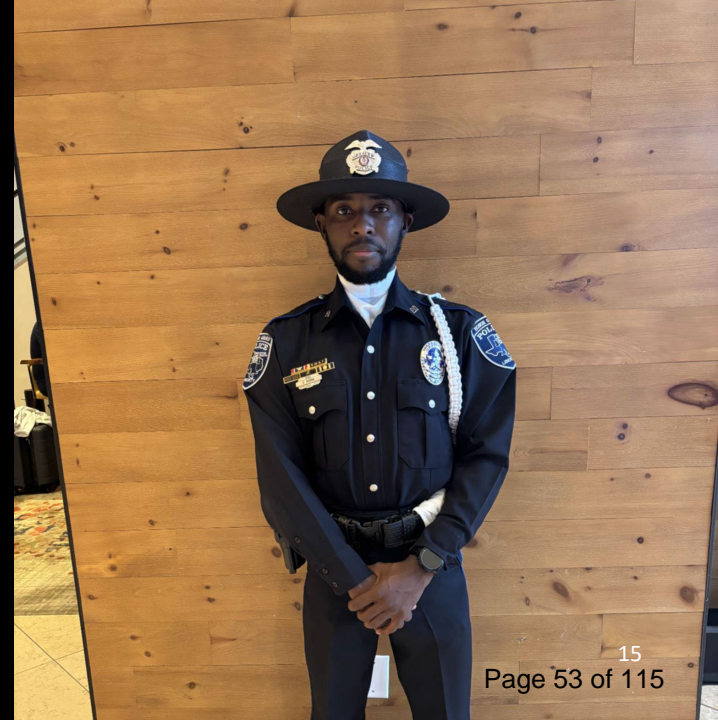


## SRT TRAINING @ NORTH MAIN BAPTIST CHURCH ON APRIL 9, 2026

- Detective Kelvin Burks, Officer Quinlan Brown, Officer Maurice Whitehurst and Assistant Chief Joshua Cummins.



Police Officer  
Memorial  
LPD Honor Guard  
Officers attended the  
Texas Peace Officers'  
Memorial Service in  
Austin, Texas





# Texas Peace Officers' Memorial 2026 Service



## Peace Officer Memorial Service



# Public Information Monthly Activity Report April 2026



## Facebook Insights

Views: 87,070

The number of times our content was played or displayed.

Reach: 46,879

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: 886

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

+Followers: 63

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

Facebook Views data affected for April 1–4, 2026

From April 1 – April 4, 2026, views data may be undercounted due to a temporary reporting issue. Actual content distribution was not affected. The issue has been resolved, but data for this period may not fully reflect actual performance.



## LinkedIn Insights

- 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: 142

Reach: 27

Clicks: 8

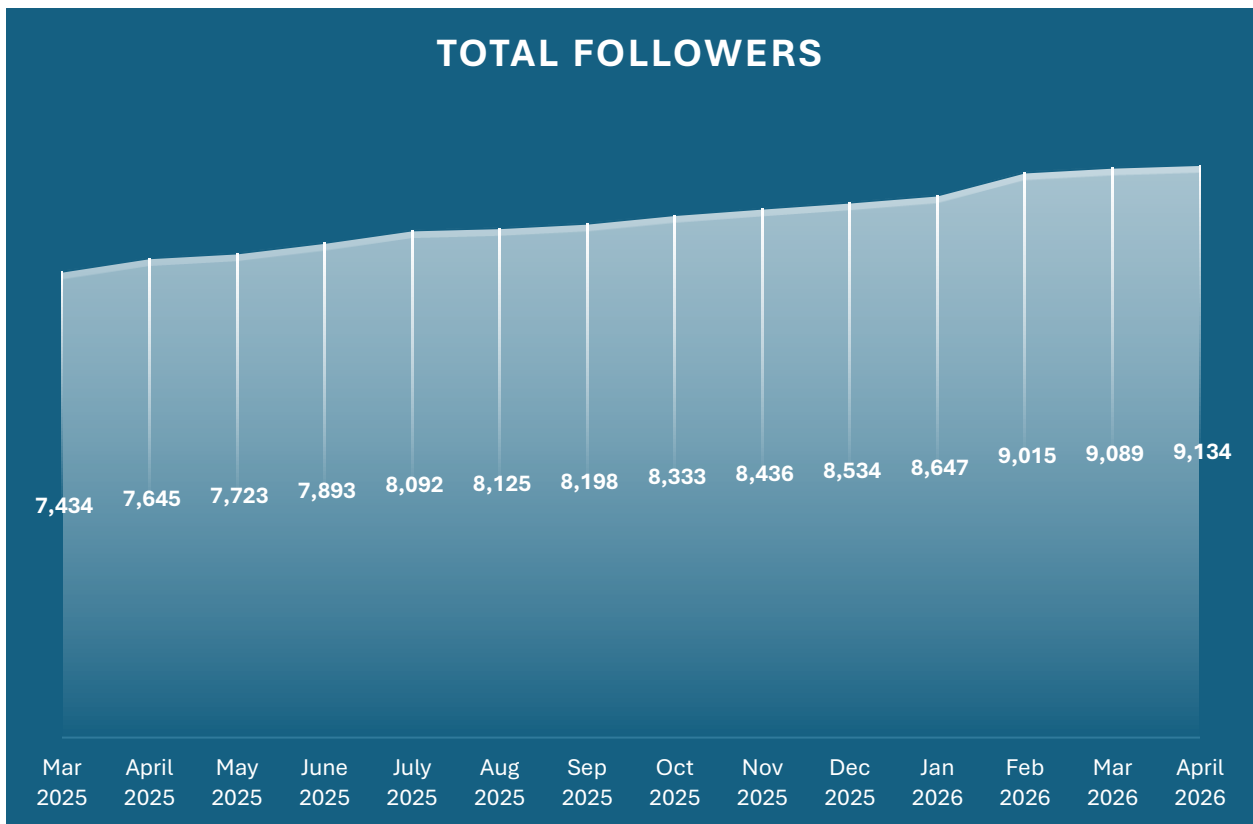
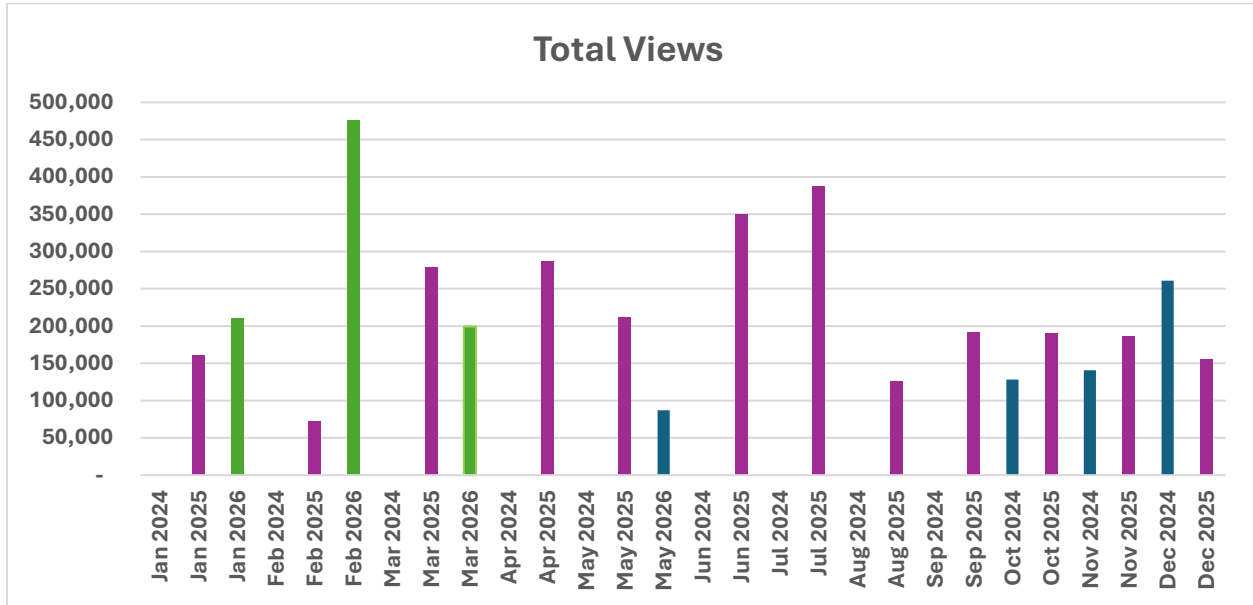
+Followers: 4



## “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.



APRIL // 2026 //

# PUBLIC WORKS MONTHLY REPORT

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## STREET DEPARTMENT

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NOTES:

- Swept Streets
- Check flood control pumps every Monday
- Patched around town
- Cleaned inlets
- Repaired stop sign at Bowie and MLK
- Had several people in CDL class
- Repaired concrete cut at San Jacinto and MLK
- Cleaned ditch on Red Oak Trail
- Repaired concrete driveway on River Street
- Completed asphalt street cuts
- Repaired gutter and curb on Scout Street
- Repaired concrete driveway on Beaumont Ave.
- Helped Water Dept with leak on Texas
- Cleaned ditch out on Industrial PL. and cleaned 2 culverts
- Repaired sidewalk on Cos
- Repaired stop sign at Scout and Browning
- Mowed Main St.
- Started mowing route
- repaired curbs on Milam St.
- Removed Limb at Louisiana and Trinity
- Repaired concrete cut on Fannin

**STREET DEPARTMENT – CONT.**

**FIXING THESE STREETS**

|           |                             |  |  |  |     |         |
|-----------|-----------------------------|--|--|--|-----|---------|
| Streets:  |                             |  |  |  |     |         |
|           | Graded:                     |  |  |  |     | Miles   |
|           | Swept:                      |  |  |  | 38  | Hours   |
|           | Street cut repairs:         |  |  |  | 5   | Each    |
|           | Curb & Gutter Repair:       |  |  |  | 64  | Feet    |
| Drainage: |                             |  |  |  |     |         |
|           | Ditch Cleaning:             |  |  |  | 675 | Feet    |
|           | Culvert Installation:       |  |  |  |     | Feet    |
|           | Catch Basin/inlets cleaned: |  |  |  | 688 | Each    |
|           | Levee Inspection:           |  |  |  | Yes |         |
|           | Flap Gate Debris Removal    |  |  |  |     |         |
| Spraying: |                             |  |  |  |     |         |
|           | Herbicide:                  |  |  |  |     | Gallons |
|           | Mosquito:                   |  |  |  |     | Miles   |
| Signs:    |                             |  |  |  |     |         |
|           | Installed                   |  |  |  |     | Each    |
|           | Repaired/ Replaced          |  |  |  | 2   | 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. Picked up trash and cleaned the splash pad. Pressure washed the surface.

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. Checked all playground equipment for wear and made sure they were all good.

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. Pond maintenance twice a month.
9. Pressure washed gazebo and sidewalk.
10. Mowed all city property and city buildings once a week.

**WATER / WASTEWATER DEPARTMENT**

**MONTHLY WATER REPORT**

**REPAIRS COMPLETED**

|           |               |
|-----------|---------------|
| <b>48</b> | WATER REPAIRS |
| <b>8</b>  | SEWER REPAIRS |

**LINE MAINTENANCE (CAMEL)**

|             |                                      |
|-------------|--------------------------------------|
| <b>2944</b> | HOURS OF OPERATION TOTAL             |
| <b>6000</b> | FEET OF SEWER LINE CLEARED / CLEANED |
| <b>5</b>    | MANHOLES CLEANED                     |

**WORK COMPLETED**

|            |                                |
|------------|--------------------------------|
| <b>2</b>   | MANHOLE REPAIRS                |
| <b>24</b>  | SEWER STOPAGES                 |
| <b>0</b>   | WATER TAPS                     |
| <b>0</b>   | SEWER TAPS                     |
| <b>2</b>   | CLEANOUTS REPLACED / INSTALLED |
| <b>4</b>   | METERS REPAIRED / REPROGRAMMED |
| <b>0</b>   | RADIO REPLACEMENTS             |
| <b>6</b>   | CUSTOMER PROBLEMS / ISSUES     |
| <b>4</b>   | METER BOXES REPLACED           |
| <b>2</b>   | METER LIDS REPLACED            |
| <b>6</b>   | CUSTOMER REQUEST TURN ON       |
| <b>6</b>   | CUSTOMER REQUEST TURN OFF      |
| <b>6</b>   | CUT OFF SERVICE NON-PAYMENT    |
| <b>110</b> | RECHECKS                       |
| <b>84</b>  | PULLED / CHANGED METERS        |
| <b>326</b> | TEXAS 811 LINE LOCATES         |

**MISC:**

|                              |
|------------------------------|
| AMES READINGS CHECKED DAILY  |
| <b>CLOSED 94 WORK ORDERS</b> |

**MONTHLY OPERATIONS**

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

| Power Outages February 2026 |                              |                 |                     |                      |                    |   |
|-----------------------------|------------------------------|-----------------|---------------------|----------------------|--------------------|---|
| Date                        | Location                     | Time Called Out | Time Power Restored | Response Time (mins) | Outage Time (mins) | Cause of Outage   |
| 2                           | 4616 McGuire Rd              | 6:48 PM         | 7:38 PM             | 21                   | 50                 | Blown fuse due to wildlife  |
| 6                           | 1829 US HWY 90               | 8:50 PM         | 10:00 PM            | 10                   | 70                 | fuse was blown  |
| 9                           | 1604 Kipling                 | 4:30 PM         | 5:05 PM             | 5                    | 35                 | fuse was blown  |
| 10                          | 3712 N Main                  |                 |                     |                      |                    | generator at bank would not switch back to city power, had a bad transfer switch (no loss of power) |
| 11                          | 100 Post Oak                 | 1:00 AM         | 8:00AM              | 40                   | 420                | Tree fell and hit pole  |
| 12                          | 126 Valley Dr                | 9:35 AM         | 10:25 AM            | 10                   | 50                 | fuse was blown  |
| 19                          | 102 & 106 Featherstone court | 3:00 AM         | 4:45 AM             | 15                   | 105                | limbs on line, blown fuse   |
| 25                          | McGuire Rd                   | 9:44 AM         | 10:30 AM            | 16                   | 46                 | fuse was blown  |
| 29                          | 1515 Marshall                | 9:05 PM         | 9:55 PM             | 15                   | 50                 | Bad meter can   |
| <b>AVERAGE</b>              |                              |                 |                     | <b>17</b>            | <b>103</b>         |   |

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 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:** May 12, 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, April 14, 2026

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on April 14, 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 Deacon Fred Lemond, Jr. from the Immaculate Conception Catholic Church, Liberty, Texas.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American Flag and the pledge to the Texas Flag were led by Camille Harper and Harper Pavliska.

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 - Beach Volleyball**

Camille Harper and Harper Pavliska were present to receive a proclamation for their achievement in earning a spot in the 2026 USA Volleyball Beach National Championship that was read aloud and presented by Mayor Hebert.

**B. Proclamation - Dr. Myers**

Dr. Ricky Myers was present to receive a proclamation for his outstanding care as a veterinarian that was read aloud and presented by Mayor Hebert.

**C. Bikers Against Child Abuse (BACA) Heroes Weekend Proclamation**

Bikers Against Child Abuse (B.A.C.A.) Chapter representatives were present to receive a proclamation for B.A.C.A Heroes Weekend from April 24-27, 2026, that was read aloud and presented by Mayor Hebert.

**D. 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:

- Employee Service Awards
- EMPACT Engineering Geospatial Report for Electric Utility
- Roadway Asset Services
- Strategic planning meeting on June 9th.

**E. 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 Dugger commented on the airport, fire, golf and library reports. Council Member Ward asked about the flock cameras. Council Member Bell thanked the Fire and Parks Department for their work on opening day for LYBA.

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

Mayor Hebert, Board Member of the Sam Rayburn Municipal Power Agency, stated that last's month meeting was a normal business meeting and nothing to report. The next meeting will be held on Tuesday, April 21, 2026 in Livingston.

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

No comments were made.

**VI. CONSENT AGENDA**

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

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

**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.

Mr. Jay Shivers presented to the City Council the business case for Liberty Pickleball. Mr. Shivers went over the following topics:

What is Pickleball?

Growing popularity of Pickleball

Benefits of Pickleball for the Community

Pickleball in the local area

Liberty Texas Pickleball group

Importance of Good Facility Design

Key takeaways

Project Timeline

Project Scope

Recommendations

Different locations for courts throughout the City (Golf Course, Municipal Park, and Liberty High School) would prefer Municipal Park.

The pickleball courts will be a project that will be moved to the strategic planning session for consideration for future budgeting and planning with competitive bids through buy board.

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

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.

A motion was made by Council Member Brents to adopt the Ordinance suspending the proposed rates associated with CenterPoint Energy Resources Corp.'s Gas Reliability Infrastructure

Program and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

3. Consider the repeal and replacement of Ordinance § 9.01.001 "Personnel rules adopted".

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.

A motion was made by Council Member Brents to adopt the Ordinance repealing and replacing Ordinance § 9.01.001 Personnel rules adopted and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

4. Consider a Resolution approving the Employee Policy Manual, providing for related matters.

Staff presented to City Council for 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.

A motion was made by Council Member Ward to approve the resolution approving the Employee Policy Manual as presented and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

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.

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

A motion was made by Council Member Bell to approve the resolution awarding the bid to Daniels Building & Construction, Inc in the amount of \$1,168,813, which includes the original bid plus the following alternates: alternates number one and two and seconded by Council Member Ward The motion passed 7 to 0 with all present voting yes.

6. Consider a Resolution regarding the solid waste collection contract with Frontier Waste Solutions.

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 collection for Heavy Vegetation Debris. The commercial rate increases by 5% each year. Starting in 2028, residential rates will increase 3.5% each year.

A motion was made by Council Member Ward to approve the resolution approving the solid waste contract with frontier waste solutions beginning January 1, 2027, and seconded by Council Member Bell. The motion passed 7 to 0 with all present voting yes.

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

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.

On April 14, 2026, A motion was made by Council Member Brents to approve the resolution ratifying the Liberty Community Development Corporation expenditure of \$20,000 in funding for the Rural Texas Trap-Neuter-Return (TNR) Program and seconded by Council Member Dennis. The motion passed 7 to 0 with all present voting yes.

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.

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, i.e. 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.

A motion was made by Council Member Brents to approve the 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 and seconded by Council Member Seymour. The motion passed 7 to 0 with all present voting yes.

## B. Executive Session

At 7:27 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 7:56 p.m., Mayor Hebert closed the Executive Session and reconvened the open meeting.

1. Consider and take possible action on legal matters discussed in the executive session.  
No action was taken.
2. Consider and take possible action on real estate matters discussed in the executive session.  
No action was taken.
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.
5. Consider a Resolution regarding a Reimbursement Agreement for the Highlands Public Improvement District for repairs to McGuire Road.

A motion was made by Council Member Brents to approve repairs to McGuire Road and approve the Highlands Improvement District Reimbursement Agreement, authorizing staff to finalize the agreement and authorizing the Mayor to execute the same and seconded by Council Member Ward. The motion passed 7 to 0 with all present voting yes.

**VIII. ADJOURNMENT**

**A. Motion To: Adjourn**

With no further business to discuss, Mayor Hebert adjourned the meeting at 7:57 p.m.

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

ATTEST:

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



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE PURCHASE OF PROPERTY LOCATED AT 2020 SCOUT STREET, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Liberty previously authorized staff to negotiate an agreement for the purchase of property located at 2020 Scout Street (the “Property”) in Liberty from the First United Methodist Church of Liberty, Texas, Inc.; and

**WHEREAS**, the City Council finds that purchasing the Property will be beneficial to the citizens of Liberty due to its proximity to one of the city’s water wells; and

**WHEREAS**, the City Council approves the purchase of the Property for a price of \$167,000 plus closing costs as specified in the real estate contract for the Property.

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

1. The City Council hereby approves the purchase of the Property located at 2020 Scout Street from the First United Methodist Church of Liberty, Texas Inc. for \$167,000 plus closing costs and authorizes the Mayor to execute any and all documents necessary to close on the transaction.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE PURCHASE OF PROPERTY LOCATED AT 1908 LAKELAND DRIVE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Liberty previously authorized staff to negotiate an agreement for the purchase of property located at 1908 Lakeland Drive (the “Property”) in Liberty from G & G Consultants, Inc.; and

**WHEREAS**, the City Council finds that purchasing the Property will be beneficial to the citizens of Liberty; and

**WHEREAS**, the City Council approves the purchase of the Property for a price of \$400,000 plus closing costs as specified in the real estate contract for the Property.

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

1. The City Council hereby approves the purchase of the Property located at 1908 Lakeland Drive from G & G Consultants, Inc. for \$400,000 plus closing costs and authorizes the Mayor to execute any and all documents necessary to close on the transaction.
2. This Resolution shall take effect immediately upon 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:** May 12, 2026

**Agenda Wording:** Consider a Resolution adding Anthony Lasky, Finance Manager, as a signatory on all City of Liberty bank accounts.

**Department:** Administration

**Subject:** Signers on City of Liberty accounts

**Background:** With the organization shuffling and adding new positions, we need to add the New Finance Manager, Anthony Lasky, as a signer on our depository accounts with First Liberty Bank. This Resolution will allow Bryan Kendrick, Naomi Herrington, April Gilliland, and Anthony Laksy to be authorized signers on all accounts.

**Funding Source:** N/A

**Staff Recommendation:** Staff recommends approval of the resolution adding Anthony Lasky to the authorized signatories at FLB.



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING CERTAIN CITY OFFICIALS AS SIGNATORIES ON CITY DEPOSITORY ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Liberty, Texas (the “City”) maintains various depository accounts with First Liberty Bank for the transaction of City business; and

**WHEREAS**, due to organizational changes and the addition of a new Finance Manager, Anthony Lasky, the City desires to update the list of authorized signatories on such accounts; and

**WHEREAS**, the City Council finds it to be in the best interest of the City to authorize additional signatories to ensure the efficient administration of City financial operations;

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

**Section 1.** That the following individuals are hereby authorized as signatories on all City of Liberty depository accounts maintained with First Liberty Bank:

- Bryan Kendrick
- Naomi Herrington
- April Gilliland
- Anthony Lasky

**Section 2.** That each of the above-named individuals is authorized to execute checks, drafts, and other financial instruments on behalf of the City in accordance with applicable policies and procedures.

**Section 3.** That this Resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED** by the City Council of the City of Liberty, Texas, on this the 12th day of May 2026.

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

ATTEST:

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

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 2026

**Agenda Wording:** Consider an Ordinance canvassing the returns and declaring the results of the General Municipal Election held on May 2, 2026.

**Department:** Administration

**Subject:** General Election

**Background:** The City of Liberty holds a General Election on the First Saturday of May each year. In even number years the election is held for a Mayor and three Council Members and in odd number years the election is held for three Council Members. The election is held in the manner required by the Texas Election Code and the Charter of the City of Liberty.

**Funding Source:** General Fund

**Staff Recommendation:**



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026:00 PM

Department: Administration  
Category: Ordinance

**Ordinance**

---

**CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON MAY 2, 2026; FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCIL MEMBERS TO THE LIBERTY CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, there was held in the City of Liberty, Texas on the 2nd day of May 2026, a General Election duly ordered by the City Council for the purpose of electing a Mayor and three Council Members, as shown in the official returns heretofore; and

Whereas, public notice of the City’s Municipal Election was duly given; that said election was held in the manner required by the Texas Election Code and the Charter of the City of Liberty, and that due returns of said election have been made by the proper office; and

Whereas, it is found that the persons named herein received the following votes for said election:

| General Election         |                        |
|--------------------------|------------------------|
| <u>Name of Candidate</u> |                        |
|                          | <b>MAYOR</b>           |
| John Hebert Jr.          | 544                    |
| Tommy Brents             | 427                    |
|                          | <b>COUNCIL MEMBERS</b> |
| Ross Ward                | 541                    |
| Betty Wells Runkle       | 359                    |
| Ed Seymour               | 428                    |

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

Section 1. It is found and determined that the results of the General Election as canvassed and tabulated reflect the expressed desires of those persons voting at said election.

Section 2. That the following named candidates were duly elected at said general election to the Liberty City Council:

|                |                    |
|----------------|--------------------|
| Mayor          | John Hebert Jr.    |
| Council Member | Ross Ward          |
| Council Member | Betty Wells Runkle |
| Council Member | Ed Seymour         |

Section 3. It is hereby declared that the City of Liberty approves and accepts the results of the General Election for the Mayor and Council Members, as set forth in the Election Returns Sheet attached herein as “Exhibit A”.

Section 4. That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of public business to be considered at such meeting was given.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas on the 12th day of May 2026.

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Mayor  
City of Liberty, Texas

ATTEST:

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City Secretary  
City of Liberty, Texas

2026 May 2 City and School

GENERAL ELECTION

Registered Voters

3317 of 0 = 0.00%

Run Time 10:44 AM

5/2/2026

Precincts Reporting

0 of 73 = 0.00%

Run Date 05/05/2026

Page 10

**CITY OF LIBERTY Mayor - Vote for none or one**

| Precinct      | John Hebert, Jr. | Tommy Brents | Cast Votes | Undervotes | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Provisional Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---------------|------------------|--------------|------------|------------|-----------|------------------------------|---------------------------|----------------------------------|--------------------------|--------------------|-------------------|--------------------|
| 11 - BS0008   | 0                | 0            | 0          | 0          | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 18 - BS0008   | 20               | 16           | 36         | 0          | 0         | 2                            | 29                        | 5                                | 0                        | 36                 | 0                 | 0.00%              |
| 19 - BS0008   | 471              | 364          | 835        | 10         | 0         | 27                           | 620                       | 198                              | 0                        | 845                | 0                 | 0.00%              |
| 3 - BS0008    | 12               | 26           | 38         | 0          | 0         | 1                            | 31                        | 6                                | 0                        | 38                 | 0                 | 0.00%              |
| 6 - BS0008    | 0                | 2            | 2          | 0          | 0         | 0                            | 2                         | 0                                | 0                        | 2                  | 0                 | 0.00%              |
| 18 - BS0014   | 1                | 0            | 1          | 0          | 0         | 0                            | 1                         | 0                                | 0                        | 1                  | 0                 | 0.00%              |
| 19 - BS0014   | 1                | 3            | 4          | 0          | 0         | 0                            | 2                         | 2                                | 0                        | 4                  | 0                 | 0.00%              |
| 30 - BS0014   | 0                | 0            | 0          | 0          | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 3 - BS0014    | 0                | 0            | 0          | 0          | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 6 - BS0014    | 0                | 0            | 0          | 0          | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 18 - BS0015   | 0                | 0            | 0          | 0          | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 3 - BS0021    | 28               | 8            | 36         | 1          | 0         | 2                            | 29                        | 6                                | 0                        | 37                 | 0                 | 0.00%              |
| 3 - BS0022    | 11               | 8            | 19         | 0          | 0         | 0                            | 16                        | 3                                | 0                        | 19                 | 0                 | 0.00%              |
| <b>Totals</b> | <b>544</b>       | <b>427</b>   | <b>971</b> | <b>11</b>  | <b>0</b>  | <b>32</b>                    | <b>730</b>                | <b>220</b>                       | <b>0</b>                 | <b>982</b>         | <b>0</b>          | <b>0.00%</b>       |

**Canvass Results Report**

2026 May 2 City and School

Run Time 10:44 AM

Run Date 05/05/2026

**LIBERTY COUNTY, TEXAS**

**GENERAL ELECTION**

5/2/2026

Page 11

**Official Results**

**Registered Voters**

3317 of 0 = 0.00%

**Precincts Reporting**

0 of 73 = 0.00%

**CITY OF LIBERTY Council Members - Vote for none, one, two or three**

| Precinct      | Ross Ward  | Betty Wells Runkle | Ed Seymour | Cast Votes   | Undervotes   | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Provisional Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---------------|------------|--------------------|------------|--------------|--------------|-----------|------------------------------|---------------------------|----------------------------------|--------------------------|--------------------|-------------------|--------------------|
| 11 - BS0008   | 0          | 0                  | 0          | 0            | 0            | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 18 - BS0008   | 23         | 11                 | 16         | 50           | 58           | 0         | 2                            | 29                        | 5                                | 0                        | 36                 | 0                 | 0.00%              |
| 19 - BS0008   | 459        | 310                | 370        | 1,139        | 1,396        | 0         | 27                           | 620                       | 198                              | 0                        | 845                | 0                 | 0.00%              |
| 3 - BS0008    | 26         | 12                 | 13         | 51           | 63           | 0         | 1                            | 31                        | 6                                | 0                        | 38                 | 0                 | 0.00%              |
| 6 - BS0008    | 2          | 0                  | 0          | 2            | 4            | 0         | 0                            | 2                         | 0                                | 0                        | 2                  | 0                 | 0.00%              |
| 18 - BS0014   | 1          | 0                  | 0          | 1            | 2            | 0         | 0                            | 1                         | 0                                | 0                        | 1                  | 0                 | 0.00%              |
| 19 - BS0014   | 3          | 1                  | 0          | 4            | 8            | 0         | 0                            | 2                         | 2                                | 0                        | 4                  | 0                 | 0.00%              |
| 30 - BS0014   | 0          | 0                  | 0          | 0            | 0            | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 3 - BS0014    | 0          | 0                  | 0          | 0            | 0            | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 6 - BS0014    | 0          | 0                  | 0          | 0            | 0            | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 18 - BS0015   | 0          | 0                  | 0          | 0            | 0            | 0         | 0                            | 0                         | 0                                | 0                        | 0                  | 0                 | 0.00%              |
| 3 - BS0021    | 16         | 15                 | 22         | 53           | 58           | 0         | 2                            | 29                        | 6                                | 0                        | 37                 | 0                 | 0.00%              |
| 3 - BS0022    | 11         | 10                 | 7          | 28           | 29           | 0         | 0                            | 16                        | 3                                | 0                        | 19                 | 0                 | 0.00%              |
| <b>Totals</b> | <b>541</b> | <b>359</b>         | <b>428</b> | <b>1,328</b> | <b>1,618</b> | <b>0</b>  | <b>32</b>                    | <b>730</b>                | <b>220</b>                       | <b>0</b>                 | <b>982</b>         | <b>0</b>          | <b>0.00%</b>       |

**Cumulative Results Report**

2026 May 2 City and School

Run Time 10:40 AM

Run Date 05/05/2026

**LIBERTY COUNTY, TEXAS**

**GENERAL ELECTION**

5/2/2026

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**Official Results**

**Registered Voters**

3317 of 0 = 0.00%

**Precincts Reporting**

0 of 73 = 0.00%

**CITY OF LIBERTY Mayor - Vote for none or one**

| Choice           | Party | Absentee Voting |         | Early Voting |         | Election Day Voting |         | Provisional |       | Total |         |
|------------------|-------|-----------------|---------|--------------|---------|---------------------|---------|-------------|-------|-------|---------|
| John Hebert, Jr. |       | 14              | 45.16%  | 405          | 55.86%  | 125                 | 58.14%  | 0           | 0.00% | 544   | 56.02%  |
| Tommy Brents     |       | 17              | 54.84%  | 320          | 44.14%  | 90                  | 41.86%  | 0           | 0.00% | 427   | 43.98%  |
| Cast Votes:      |       | 31              | 100.00% | 725          | 100.00% | 215                 | 100.00% | 0           | 0.00% | 971   | 100.00% |
| Undervotes:      |       | 1               |         | 5            |         | 5                   |         | 0           |       | 11    |         |
| Overvotes:       |       | 0               |         | 0            |         | 0                   |         | 0           |       | 0     |         |

**CITY OF LIBERTY Council Members - Vote for none, one, two or three**

| Choice             | Party | Absentee Voting |         | Early Voting |         | Election Day Voting |         | Provisional |       | Total |         |
|--------------------|-------|-----------------|---------|--------------|---------|---------------------|---------|-------------|-------|-------|---------|
| Ross Ward          |       | 14              | 40.00%  | 411          | 40.61%  | 116                 | 41.28%  | 0           | 0.00% | 541   | 40.74%  |
| Betty Wells Runkle |       | 10              | 28.57%  | 272          | 26.88%  | 77                  | 27.40%  | 0           | 0.00% | 359   | 27.03%  |
| Ed Seymour         |       | 11              | 31.43%  | 329          | 32.51%  | 88                  | 31.32%  | 0           | 0.00% | 428   | 32.23%  |
| Cast Votes:        |       | 35              | 100.00% | 1,012        | 100.00% | 281                 | 100.00% | 0           | 0.00% | 1,328 | 100.00% |
| Undervotes:        |       | 61              |         | 1,178        |         | 379                 |         | 0           |       | 1,618 |         |
| Overvotes:         |       | 0               |         | 0            |         | 0                   |         | 0           |       | 0     |         |

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 2026

**Agenda Wording:** Oath of Office to be administered to Mayor and Council Members

**Department:** Administration

**Subject:** Oath of Office

**Background:** The Texas Constitution prescribes that an elected officer must sign a Statement of Elected Officer and take an oral oath prior to performing official duties.

After the completion of a canvass, the presiding officer of the local canvassing authority shall prepare a certificate of election for each candidate who is elected to an office for which the official result is determined by that authority's canvass Sec. 67.016, Election Code. This also means that a statement of elected officer (also referred to as the pre-oath statement) must be completed before the new officer can be sworn in. The statement should be maintained locally; it is no longer required to be filed with the Secretary of State's office.

**Funding Source:**

**Staff Recommendation:**

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 2026

**Agenda Wording:** Council to elect a Mayor Pro Tem

**Department:** Administration

**Subject:** Election of a Mayor Pro Tem

**Background:** The City of Liberty's Home Rule Charter Section 3.04 states "The City Council, at its first meeting after the election of councilmen, shall elect one (1) of its members mayor pro tem, and they shall perform all duties of the mayor in the absence or disability of the mayor."

**Funding Source:**

**Staff Recommendation:**

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 2026

**Agenda Wording:** Consider a Resolution approving a contract with Public Management to assist in applying and administration of Texas Parks & Wildlife grant

**Department:** Administration

**Subject:** Texas Parks & Wildlife Grant

**Background:** Attached is Public Management's proposed contract for the Texas Parks & Wildlife grant. I wanted to notate a few important details. It is recommended that the City pay Public Management's application fee and administrative services via overmatch. By doing so, the City will receive extra points for providing overmatch. This also helps if an engineer is brought on, the City can pay engineering services out of the grant with a hard cap of 12% for All professional services.

Please follow local procurement guidelines and place PMI's proposed contract on the May 12th agenda for approval and execution.

As mentioned, PMI feels the City has a great chance at funding because of the following reasons.

- Park Masterplan
- Community Engagement
- Willing to apply overmatch
- Scheduled consultation
- Top Tier Project

**Funding Source:**

**Staff Recommendation:**



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING A CONTRACT WITH PUBLIC MANAGEMENT TO ASSIST IN APPLYING FOR AND ADMINISTRATION OF A TEXAS PARKS AND WILDLIFE GRANT**

**WHEREAS**, the City desires to apply for a Texas Parks and Wildlife Grant; and,

**WHEREAS**, Public Management has provided grant administration and application services to the City of Liberty in the past; and,

**WHEREAS**, the City Council finds that hiring Public Management to assist in the application and administration of a Texas Parks and Wildlife Grant would be beneficial to the city.

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

The City Council hereby approves a contract with Public Management, Inc. to serve as the administrative consultant for application preparation, project administration and project related management services for a Texas Parks and Wildlife Grant, and authorizes the Mayor to negotiate and execute the contract attached as Exhibit "A", and further authorizes the Mayor to execute any and all documents necessary.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, on this \_\_\_\_ day of May 2026.**

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

ATTEST:

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

# EXHIBIT

# A



April 20, 2026

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

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Mr. Kendrick:

Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services is based on the City's pursuit of a Local Parks Grant from TPWD. A fixed fee of \$7,500 is being proposed to prepare the application and a fee will be negotiated for administrative services ranging between 6% and 12% of the estimated construction budget submitted with the application. These are separate tasks and PMI can perform one or both of these tasks for the City.

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following page, our fee schedule and hourly rates are in-line with other established schedules by similar federal and state programs (FEMA, CDBG, etc.). Of this fee, our level of profit for is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing application and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements (as applicable); financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,

Patrick K. Wiltshire  
President



**APPLICATION PREPARATION**

*There is \$7,500 charge for application development, preparation and submission. This fee will be billed based upon percent of work complete on the date following the application due date.*

**PROJECT DELIVERY / ADMINISTRATIVE SERVICES**

| <b><u>Estimated Construction Budget</u></b> | <b><u>Percentage Factor</u></b> | <b><u>Fee Not to Exceed</u></b> |
|---|---------------------------------|---------------------------------|
| \$0 - \$250,000.00                          | 12.00%                          | \$30,000.00                     |
| \$250,000.01 - \$350,000.00                 | 11.00%                          | \$35,750.00                     |
| \$350,000.01 - \$500,000.00                 | 10.00%                          | \$50,000.00                     |
| \$500,000.01 - \$750,000.00                 | 9.00%                           | \$67,500.00                     |
| \$750,000.01 - \$1,000,000.00               | 8.00%                           | \$80,000.00                     |
| \$1,000,000.01 - \$1,500,000.00             | 7.00%                           | \$105,000.00                    |
| Greater than \$1,500,000.00                 | 6.00%                           |                                 |

**PUBLIC MANAGEMENT, INC. 2025 HOURLY RATE**

|                                   |             |
|-----------------------------------|-------------|
| Principal Consultant              | \$275.00/HR |
| Senior Consultant                 | \$250.00/HR |
| Senior Project Manager            | \$225.00/HR |
| Environmental Specialist          | \$200.00/HR |
| Project Manager                   | \$200.00/HR |
| Planner                           | \$200.00/HR |
| GIS Manager                       | \$200.00/HR |
| GIS Technician                    | \$185.00/HR |
| Assistant Project Manager/Planner | \$170.00/HR |
| Compliance Specialist             | \$150.00/HR |
| Executive Assistant               | \$125.00/HR |

This contract ("Contract") is made and entered effective \_\_\_\_\_, 2026 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF LIBERTY**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for a Local Parks Grant administered by the Texas Parks and Wildlife Department.

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

### I.

Consultant will provide Client with administrative services as follows:

#### PRE- FUNDING SERVICES:

**Application Preparation:** The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

#### POST FUNDING SERVICES

##### **GENERAL ADMINISTRATION SERVICES**

**Administrative Duties:** The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

**Recordkeeping:** The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

**Financial Management:** The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

**Construction Management:** The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

#### **CONTRACT ADMINISTRATION SERVICES**

**Administrative Duties:** The Consultant will work with the Client's staff to provide the necessary administrative services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

**Real Property Acquisition (as applicable):** The Consultant will assist the Client in a preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

**Environmental Services (as applicable):** The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

**Civil Rights Requirements (as applicable):** The Consultant will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

**Procurement/Bidding/Contracting:** Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

**Labor Standards Monitoring (as applicable):** The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

**Force Account (as applicable):** The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

**Contract Close-out Assistance:** The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to the Local Parks Grant and in consideration of the foregoing, Client agrees to pay Consultant a fee **not to exceed \$7,500 for Application Preparation Services** (Work Authorization 1). It is agreed that Application Preparation Services will be billed based upon percent of work complete on the date following the application due date. After award, Client agrees to pay Consultant a fee not to exceed **12% of the project construction budget for Project Administration Services** (Work Authorization II). Services are payable upon receipt of invoice from Consultant. *The fee will be based on the final approved project amount and scope of work. Consultant reserves the right to renegotiate fees based on the final scope of work.*

VI.

It is agreed that upon determination of final approved project amount and scope of work Consultant and Client will execute the **Work Authorization (Attachment II)** that will detail Consultant's final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in Corporate Hourly Rate and Fee Schedule (**Attachment III**). *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

#### VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

#### VIII.

For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

#### IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

#### X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

## XI.

Client, the agency, State of Texas or Federal authorities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

**XII.**

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

**XIII.**

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

**XIV.**

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

**XV.**

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

**XVI.**

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**XVII.**

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

**XVIII.**

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**XIX.**

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

**XX.**

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

*Client*

\_\_\_\_\_  
City Official

ATTEST:  
  
\_\_\_\_\_

**Attachment I  
Work Authorization**

For work associated to **Application Preparation Services**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

**SEVEN THOUSAND FIVE HUNDRED AND NO DOLLARS (\$7,500.00)**

The fees are payable upon receipt of invoice from Consultant and will be billed based upon percent of work complete on the date following the application due date.

|   |                   |
|---|-------------------|
| <b><u>ADMINISTRATIVE PREPARATION SERVICES</u></b> |                   |
| Application Preparation & Submission              | <b>\$7,500.00</b> |
| <b>TOTAL FEE</b>                                  | <b>\$7,500.00</b> |

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

\_\_\_\_\_  
City Official

ATTEST:  
  
\_\_\_\_\_

**Attachment II  
Work Authorization**

For work associated to \_\_\_\_\_, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

\_\_\_\_\_ (\$ \_\_\_\_\_)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

| <b>ADMINISTRATIVE SERVICES</b>          |           |
|---|-----------|
| Preliminary Administrative Requirements | \$        |
| Environmental Review                    | \$        |
| Start of Construction                   | \$        |
| Construction Completion                 | \$        |
| Closeout Documents                      | \$        |
| <b>TOTAL FEE</b>                        | <b>\$</b> |

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

\_\_\_\_\_  
City Official

ATTEST:  
  
\_\_\_\_\_

**Attachment III  
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.  
2026 Hourly Rate

|                                   |             |
|-----------------------------------|-------------|
| Principal Consultant              | \$275.00/HR |
| Senior Consultant                 | \$250.00/HR |
| Senior Project Manager            | \$225.00/HR |
| Environmental Specialist          | \$200.00/HR |
| Project Manager                   | \$200.00/HR |
| Planner                           | \$200.00/HR |
| GIS Manager                       | \$200.00/HR |
| GIS Technician                    | \$185.00/HR |
| Assistant Project Manager/Planner | \$170.00/HR |
| Compliance Specialist             | \$150.00/HR |
| Executive Assistant               | \$125.00/HR |

*Hourly rates for personnel not listed will be billed at direct payroll cost*

**REIMBURSABLE EXPENSES**

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2026. In January, 2027, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

**ATTACHMENT IV**  
**TERMS AND CONDITIONS**

I.

**Equal Employment Opportunity**

During the performance of this Contract, Consultant agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

**Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

**Section 109 of the Housing and Community Development Act of 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

**Section 504 Rehabilitation Act of 1973, as Amended**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the

Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is

bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.



## Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Liberty as hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “Program”; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

**BE IT RESOLVED BY THE APPLICANT:**

**SECTION 1:** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**SECTION 2:** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3:** That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that City Manager is hereby officially designated as the representative in this regard.

**SECTION 4:** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as City Park in the City of Liberty for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the “Applicant” on this \_\_\_\_ day of \_\_\_\_, 2026.

\_\_\_\_\_  
Signature of Local Government Official

John Hebert Jr, Mayor  
\_\_\_\_\_  
Typed Name and Title

**ATTEST:**

\_\_\_\_\_  
Signature

April Gilliland City Secretary  
\_\_\_\_\_  
Typed Name and Title



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/20266:00 PM

Department: Administration  
Category: Action Item

**Ordinance**

---

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, PROHIBITING DRILLING AND MINING OR THE REOPENING OF AN ABANDONED WELL OR MINE IN ANY PUBLIC PARK LOCATED WITHIN THE CITY LIMITS OF LIBERTY, TEXAS.**

**WHEREAS**, the City of Liberty, Texas (“City”), is a Texas general law city possessing the power of local self-government pursuant to Texas law; and

**WHEREAS**, the City Council of the City of Liberty, Texas (“City Council”), has the authority to adopt rules and regulations that provide for the protection of City Park property; and

**WHEREAS**, the City Council has determined that this Ordinance is necessary to provide for the health, safety, and welfare of the general public.

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

**Section 1.** All forms of drilling and mining are permanently prohibited in any public park located within the City limits of Liberty, Texas.

**Section 2.** No previously drilled and abandoned well or mine may be reopened in any public park located within the City limits of Liberty, Texas.

**Section 3.** The City Council hereby finds and declares that the adoption, passage and implementation of this ordinance shall become effective immediately upon its adoption on the first reading.

PASSED, APPROVED AND ADOPTED this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

ATTEST:

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

# CITY OF LIBERTY

## City Council Agenda Item Form

**Meeting Date:** May 12, 2026

**Agenda Wording:** Discussion and possible action on LCDC's expenditure for the modifications to two end cap storage units in the T-Hangars.

**Department:** Administration

**Subject:** Modification of two end cap storage units in the T-hangars to store mowing equipment

**Background:** Airport Manager, Mark Bush, presented to the LCDC the proposals for the T-Hangar End Cap Storage Units. The work will include:

### Door Company Scope

- Remove existing overhead door and increase framed opening to 18'x12'
- Provide and install metal framing and trim
- Provide and install (1) 18' 2" X 12' 0" door wind rated
- Color to match the existing T hangers
- 2 inside slide locks
- Chain hoist
- Provide and install (1) door with lever and deadbolt key current master key on west wall
- Repair damaged siding building B with removed siding

### Texas Elite Scope

- Relocate the electrical switch and Electrical conduit (Texas Elite)
- Replace conventional lighting with LED (Texas Elite)

### Proposals Pricing for Door Company

Better Built Metal Buildings - Sectional door option \$14,000.00

Texas Elite Electrical — \$1,100 per storage area

It is recommended to select sectional doors rather than roll-up doors, as specified by Better Built Metal Buildings. The installation of the recommended new door along with the electrical work should not exceed \$15,100. This modification would be implemented for two T-hangars storage areas, resulting in a total estimated cost of \$30,200.

LCDC approved the expenditure of \$30,200 in the April 21, 2026, meeting.

**Funding Source:** LCDC

**Staff Recommendation:**



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026:00 PM

Department: Administration  
Category: Action Item

**Resolution**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPROVING THE EXPENDITURE OF FUNDS BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION FOR IMPROVEMENTS TO T-HANGAR STORAGE UNITS AT THE LIBERTY MUNICIPAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Liberty Community Development Corporation (“LCDC”) has considered proposed improvements to two end cap storage units located within the T-Hangars at the City of Liberty Municipal Airport; and

**WHEREAS**, such improvements include modifications to accommodate storage of mowing equipment, including door replacement and electrical upgrades; and

**WHEREAS**, the proposed scope of work includes installation of sectional overhead doors and associated framing, as well as relocation of electrical components and lighting upgrades; and

**WHEREAS**, the total estimated cost for such improvements is not to exceed \$30,200.00; and

**WHEREAS**, the LCDC approved the expenditure of funds for such improvements at its meeting held on April 21, 2026; and

**WHEREAS**, the City Council finds that the proposed improvements serve a public purpose and are in the best interest of the City;

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

**Section 1.** That the City Council hereby approves the expenditure by the Liberty Community Development Corporation in an amount not to exceed \$30,200.00 for improvements to two end cap storage units in the T-Hangars at the City of Liberty Municipal Airport.

**Section 2.** That the appropriate City officials are authorized to take all actions necessary to effectuate the improvements described herein.

**Section 3.** That this Resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED by the City Council of the City of Liberty, Texas, on this the 12th day of May, 2026.**

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Mayor  
City of Liberty, Texas

ATTEST:

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City Secretary  
City of Liberty, Texas



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CREATING THE LIGHTS IN LIBERTY BOARD; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Liberty, Texas (the “City”) desires to establish a board to assist with planning, coordination, and implementation of the City’s “Lights in Liberty” program and related activities; and

**WHEREAS**, the City Council finds that the creation of such a board will promote community engagement and support the success of the City’s holiday lighting initiatives;

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

**Section 1. Creation of Board.** There is hereby created the “Lights in Liberty Board” (the “Board”), which shall serve in an advisory capacity to the City Council.

**Section 2. Composition.** The Board shall consist of five (5) members appointed by the City Council. The initial members of the Board are as follows:

- 1. \_\_\_\_\_ Term Expiring: \_\_\_\_\_
- 2. \_\_\_\_\_ Term Expiring: \_\_\_\_\_
- 3. \_\_\_\_\_ Term Expiring: \_\_\_\_\_
- 4. \_\_\_\_\_ Term Expiring: \_\_\_\_\_
- 5. \_\_\_\_\_ Term Expiring: \_\_\_\_\_

**Section 3. Terms of Office.** For the initial appointments, two (2) members shall serve terms expiring in 2028, and three (3) members shall serve terms expiring in 2029, as designated by the City Council at the time of appointment. Thereafter, all members shall serve two (2) year terms. Members may be reappointed.

**Section 4. Officers and Meetings.** The Board shall elect a chairperson from among its members. The Board shall meet on an as-needed basis, with meetings called by the chairperson.

**Section 5. Removal.** Members of the Board may be removed at any time, with or without cause, at the discretion of the City Council.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED by the City Council of the City of Liberty, Texas, on this the 12th day of May, 2026.**

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

ATTEST:

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



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 5/12/2026 6:00 PM

Department: Administration  
Category: Resolution

**Resolution**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, RESCINDING THE POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY ADOPTED ON MAY 8, 2018.**

**WHEREAS**, the City Council of the City of Liberty previously adopted a policy regarding board and commission member appointment and eligibility in May of 2018; and

**WHEREAS**, a copy of the policy is attached hereto as Exhibit "A"; and

**WHEREAS**, the policy functions as an additional layer of governance that is both unnecessary and, at times, counterintuitive; and

**WHEREAS**, the City Council already establishes the structure, authority, and expectations for each board through ordinances, resolutions and adopted bylaws for each committee or board; and

**WHEREAS**, those governing documents are tailored to each individual board and provide the appropriate legal and operational framework for appointments to those boards; and

**WHEREAS**, the attached Policy creates redundancy in some areas and potential contradictions in others; and

**WHEREAS**, the City Council finds that rescinding the attached Policy regarding board member appointment and eligibility will be in the best interest of the City.

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

1. The City Council hereby rescinds the Policy on Board and Commission Member Appointment and Eligibility adopted on May 8, 2018.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

**CITY OF LIBERTY  
POLICY ON BOARD AND COMMISSION MEMBER  
APPOINTMENT AND ELIGIBILITY**

**I. OVERVIEW**

The Liberty City Council is very interested in citizens serving as members of City boards and commissions. Citizens can provide an invaluable service to the City of Liberty through board membership and participation. Board and commission members volunteer many hours sharing their time and expertise, and learning more about the City through their membership. Boards and commissions are established to offer citizens an opportunity to participate in the City's governmental affairs and influence public policy in various areas. The City has several boards, commissions and committees that endeavor to reflect the varied interests of our City's citizenry.

Although many boards and commissions are advisory only, their influence and value can be significant. They make recommendations on a wide range of topics that eventually come before the City Council.

**II. APPOINTMENT PROCESS**

City Council members shall actively recruit candidates for service on City boards and commissions. The City Council shall endeavor to appoint Board and Commission membership reflective of the City of Liberty's diversity of residents.

The City Council shall make appointments through an open procedure wherein each City Council Member's preferences are openly registered prior to the Mayor's acceptance of any motion for approval of an appointee(s). Council discussion regarding applicants during this process is limited to information contained on the applicant's application.

**III. ELIGIBILITY AND MEMBERSHIP CRITERIA**

**(a) Written Application / Eligible Applicant.** A signed, current application is required for appointment for service on any board or commission. The City Council shall consider any person an "Eligible Applicant" who has satisfied the foregoing and the residency requirement of paragraph (b) below prior to accepting an appointed position on a board or commission. Applications are valid for two (2) years from receipt by the City Secretary's Office.

**(b) Residency.** All applicants and appointees must continuously reside within and be qualified voters of the City of Liberty, Texas, unless a specific board specifies allowing non-resident members. All applicants shall be responsible for establishing proof of residency to the City Secretary. Board and commission members shall notify the City Secretary of any change in residency status at least two (2) weeks prior to such change. For board and commission positions which may be filled by non-residents, such applicants shall be qualified voters, registered to vote in the County precinct in which they reside.

- (c) **Term.** The term of each appointee shall be the term as provided for by each board or commission.
- (d) **Term Limits.** The limit for consecutive service on a board or commission shall be the term as provided for by each board or commission.
- (e) **Attendance.** A board or commission member shall attend seventy-five percent (75%) of the board meetings, unless stated otherwise, to be considered for continuation of any current term and for reappointment to any subsequent term. Failure to attend 75% of the meetings shall result in the board member not being reappointed by the City Council unless the City Council finds good cause for such reappointment based on special circumstances presented by the board member.
- (f) **Multiple Service.** Board and commission members shall not serve concurrently on more than one board or commission.
- (g) **Removal.** The City Council may remove any board or commission member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings.
- (h) **Resignation Upon Filing for Elective Office.** Any appointed member of any board or commission who files for any City Council, Independent School Board (located within the city limits) or Liberty County elective office, shall resign from his or her appointive position concurrently with the filing for such elective office. If the board or commission member fails to resign, the appointive position shall be automatically vacated by the member as of the date of filing for elective office.

#### **IV. CONFLICTS**

Board and Commission members will submit a conflict of interest affidavit and abstain from any discussion or vote on any matter that comes before them in which they have a conflict of interest.

#### **V. OFFICIAL NOTIFICATION**

A letter of appointment shall be sent to each member appointed to a board or commission.

Adopted - May 8, 2018