CITY COUNCIL REGULAR MEETING
WEDNESDAY - AUGUST 26, 2026 - 6:00 PM

Council Chamber/Municipal Court Building
2801 Ranch Road 1869
Liberty Hill, Texas 78642

Lacy Scott
Elisabeth Brown
Tim Hennessy
Crystal Mancilla
Jacquetta Thayer
Michael Helbing
Diane Williams

LIVE VIDEO ACCESS AND RECORDINGS

The meeting will be streamed live via the link on the City's official Facebook page.

Following the meeting, a recording will be made available on the City's website at https://www.libertyhilltx.gov/agendacenter.

PLEASE SILENCE YOUR ELECTRONIC DEVICES

MAYOR OR CHAIR MAY REORDER AGENDA ITEMS AS NECESSARY

1) CALL TO ORDER

A. Establish Quorum
B. Invocation
C. Pledge of Allegiance
   - *"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."*
D. Texas Pledge
   - *"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*

2) PRESENTATIONS

A) Presentation of a Proclamation Recognizing Team BUNDL of Liberty Hill High School.

3) PUBLIC COMMENTS

Comments on Non-Agenda Items:
Individuals wishing to address the governing body on matters not listed on the agenda must complete a Public Comment Form and submit it prior to the meeting. Each speaker is limited to three (3) minutes. No action may be taken during this portion of the meeting. Members of the governing body may respond only with factual information, references to existing policy, or requests that the subject be placed on a future agenda.

Comments on Agenda Items:
Individuals wishing to address an item listed on the agenda must complete a Public Comment Form, identify the specific agenda item, and submit the form prior to the item being considered. Speaker request forms may also be submitted electronically, to citysecretary@libertyhilltx.gov prior to the meeting.

4) CONSENT AGENDA

Consent Agenda items are routine or previously considered matters that the governing body anticipates approving without discussion. These items are enacted by a single motion unless a member of the governing body requests removal, in which case the item will be considered under the Regular Agenda.

A) Approval of an Interlocal Cooperation Contract with the Texas Department of Public Safety at no cost for participation in the Texas Conviction Reporting (TXCR) system to comply with mandatory state conviction reporting requirements, and authorize the City Manager to execute the agreement.
Cover Sheet
Texas Department of Public Safety Notice
Interlocal Cooperation Contract

B) Receipt of the Quarterly Comprehensive Plan Implementation Report for the second quarter of 2026.
Cover Sheet
Quarterly Comprehensive Plan Implementation Update Report Q2 2026

5) REGULAR AGENDA

A) Presentation and discussion Regarding the City's Use of Flock Safety License Plate Recognition Cameras

B) Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-020 amending Section 6.13 (Outdoor Lighting) of the City of Liberty Hill Unified Development Code in its entirety, including the compliance deadline for existing lighting, the definition of light trespass, and enforcement provisions.
Cover Sheet
Ordinance

C) Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-019 amending Section 7.05 (Fiscal Surety and Assurance of Construction and Maintenance)

of the City of Liberty Hill Unified Development Code, related to fiscal security, warranty requirements, and acceptance of public improvements.
Cover Sheet
Ordinance

D) Presentation and discussion on the 2030 Strategic Plan.
Cover Sheet

E) Presentation and discussion regarding the proposed Fiscal Year 2026–2027 Budget, Five-Year Capital Improvement Program 2027–2031, inclusive of all funds, and Compensation Study Phase 1.

6) CONVENE TO EXECUTIVE SESSION

City Council will convene into Executive Session for discussion of the following items pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072(Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).

A) Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding pending and potential litigation.

7) RECONVENE TO REGULAR SESSION

City Council will reconvene into Regular Session for deliberation and possible action of items as discussed in Executive Session in the previous agenda item.

8) ADJOURNMENT

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Liberty Hill City Hall, located at 926 Main Street, Liberty Hill, Texas 78642, and on the City website (https://www.libertyhilltx.gov/agendacenter) on or before 6:00 p.m., on August 20, 2026.

_____
Beatrice Canseco, City Secretary

NOTICE
The City Council, Boards, and Commissions reserve the right to convene, recess, realign, or adjourn into Executive Session at any time during the meeting, prior to adjournment, as authorized by Chapter 551 of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of Liberty Hill provides reasonable accommodations for individuals attending meetings. Requests for accommodation should be made at least forty-eight (48) hours prior to the meeting. For assistance, contact the City Secretary at citysecretary@libertyhilltx.gov or (512) 778-5449.

AGENDA ITEM 2.A

Presentation of a Proclamation Recognizing Team BUNDL of Liberty Hill High School.

AGENDA ITEM 4.A

Approval of an Interlocal Cooperation Contract with the Texas Department of Public Safety at no cost for participation in the Texas Conviction Reporting (TXCR) system to comply with mandatory state conviction reporting requirements, and authorize the City Manager to execute the agreement.

City Council Meeting Date: August 26, 2026

Requested By: Tracy Ventura, Court Administrator

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

The Department of Public Safety & Liberty Hill Municipal Court Interlocal Cooperation Contract

AGENDA ITEM WORDING:

Consideration of possible action on an Interlocal Cooperation Contract with the Texas Department of Public Safety at no cost for participation in the Texas Conviction Reporting (TXCR) system to comply with mandatory state conviction reporting requirements, and authorize the City Manager to execute the agreement.

EXECUTIVE / BACKGROUND SUMMARY:

Texas law requires municipal courts to electronically report eligible traffic convictions to the Texas Department of Public Safety (DPS). The Texas Conviction Reporting (TXCR) system provides a secure, state-approved platform for fulfilling this mandatory reporting requirement. Participation will ensure the city remains compliant with state law, improve the accuracy and security of conviction reporting, and support statewide public safety and Commercial Driver License (CDL) reporting initiatives.

FISCAL NOTES / FINANCIAL IMPACT:

There is no fiscal impact to the city. The Texas Department of Public Safety (DPS) will provide the Texas Conviction Reporting (TXCR) system to the Municipal Court at no cost, with DPS supporting implementation and ongoing use without licensing or subscription fees.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the Texas Department of Public Safety (DPS) Interlocal Cooperation Contract as to form and legal sufficiency

RESPONSIBLE STAFF / FOLLOW-UP:

Following City Council authorization, the City Manager or his designee will execute the Interlocal Cooperation Contract and forward the executed agreement to the Texas Department of Public Safety (DPS), Enforcement and Compliance Service, for final processing and implementation of the Texas Conviction Reporting (TXCR) system.

ATTACHMENTS:

Texas Department of Public Safety Notice

Interlocal Cooperation Contract

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512-424-2000
www.dps.texas.gov

FREEMAN F. MARTIN
COLONEL
WALT GOODSON
JASON C. TAYLOR
LIEUTENANT COLONELS

STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
DAN HORD III
LARRY B. LONG
STEVEN H. STODGHILL

July 6, 2026

Dear Court Clerk,

The Texas Department of Public Safety, Driver License Division, is excited to announce the implementation of the web-based site for electronically reporting convictions, which we notified you about last year.

The new Texas Conviction Reporting (TXCR) interface eliminates paper processes and the current electronic file submission process. A "real-time" upload feature allows court users the ability to review successful submissions, prevent duplicate entries, and review rejected convictions. Users can correct and resubmit missing information for rejected convictions immediately.

Effective January 1st, 2027, all final convictions sent to the Department for processing must be submitted via TXCR. The submission of final convictions via the portal requires that a TXCR Interlocal Cooperation Contract be completed and submitted to the Department before using the new TXCR interface.

Please complete the enclosed TXCR Interlocal Cooperation Contract (ICC) for review, signature, and return. We have provided an instruction sheet to assist with the completion of the ICC.

We look forward to your participation and assistance with providing better service to all Texas courts. If you have any questions, you may contact Kathy Drye at Kathy.Drye@dps.texas.gov, or 512-424-2030, or Erica Blanco at Erica.Blanco@dps.texas.gov, or 512-424-7266.

Regards,

Manager
Enforcement and Compliance Service
Driver License Division

RECEIVED
JUL 14 2026
LIBERTY HILL MUNICIPAL COURT

Contracting Parties and Authorities:

The Texas Department of Public Safety Driver's License Division has started the process of transitioning to the new Texas Conviction Reporting (TXCR) user interface for conviction submissions. As we transition from SFTP to TXCR all contracting parties and authorities that have not already submitted a new Interlocal Cooperation Contract (ICC) will be required to do so by December 31, 2026. It is very important that everyone completes the ICC correctly and the Conviction Reporting team is available to address any questions.

The ICC is a legal contract between the Contracting Parties/Authorities and the Department of Public Safety; therefore, no editing of the contract is permitted. Please see below for clarification of what needs to be included in the sections:

I. The "Contracting Parties and Authority" section includes the name of the court or authority entering into the contract and the city or county in which they reside.

II. VI. The "General Terms and Notice" section requires the person who is the point of contact for the court or authority to include their name, address, fax number, email address, and phone number.

III. VII. The "Certifications" section must be signed by a person authorized to enter into a contract. The authorized person must sign, include the authorized person's title, and the current date. If additional people are required to sign a contract, a separate sheet must be attached with the same information: the signature, the person's title, and the date.

IV. Email the completed contract to: data.submission@dps.texas.gov.

V. The point of contact will receive a copy of the signed contract and will then receive instructions on how to access and log in to the TXCR reporting site.

If additional information is needed, please email your questions to data.submission@dps.texas.gov.

Conviction Reporting

(512) 424-2031

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Liberty Hill Court of Liberty Hill [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court Liberty Hill Mun Ct.	**Department of Public Safety**
Attn.: Tracy Ventura	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: Po Box 1967	
Address: Liberty Hill, TX 78642	
Fax: 512-778-9358	
Email: tventura@libertyhilltx.gov	
Phone: 512-515-5410	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court Authorized Signatory	**Department of Public Safety**
Signature and Title **Date:**	**Signature of Driver License Division Chief or Designee** **Date:**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

AGENDA ITEM 4.B

Receipt of the Quarterly Comprehensive Plan Implementation Report for the second quarter of 2026.

City Council Meeting Date: August 26, 2026

Requested By: Robyn Claridy-Miga, Director of Planning & Development Services

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Report

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Quarterly Comprehensive Plan Implementation Report (Q2 2026)

AGENDA ITEM WORDING:

Presentation and discussion of the Quarterly Comprehensive Plan Implementation Report for the second quarter of 2026.

EXECUTIVE / BACKGROUND SUMMARY:

The LHTX 2040 Comprehensive Plan is the City's long-range policy framework guiding growth, land use, infrastructure, mobility, housing, economic development, and quality of life. It includes more than 300 implementation actions organized into four categories: General, Land Use and Growth Management, Mobility and Connectivity, and Neighborhoods. Staff tracks progress through the City's Implementation Dashboard and reports to Council each quarter.

Of the 109 actions currently tracked on the dashboard, 3 are complete (2.8%), 41 are in progress (37.6%), 14 are ongoing (12.8%), and 51 have not started (46.8%).

Key progress this quarter:

- The Mobility Plan and Roadway Impact Fee Study was awarded to Kimley-Horn, the plan has kicked off, and public engagement is underway (GEN 5.C / MC 1.A / MC 2)
- The pavement assessment and management plan bid closed March 4, 2026, and staff is preparing the contract for Council award (GEN 4.E / MC 2.A)
- The UDC rewrite continues with consultant FNI. Module 2 (subdivision regulations) was delivered and is being refined, and Module 3 (zoning districts and development standards) was delivered and is under staff review (GEN 5.G)
- The Parks Master Plan moved from data gathering into active drafting (GEN 5.A / NH 2.D)

- Council approved a contract amendment for the SH 29 Corridor report at the February 28, 2026 meeting, expanding the scope to include additional public engagement. That report is now being drafted (GEN 1.E)

The Engineering Manual and development activity map continue to advance in parallel. This item is presented for information only and no Council action is requested.

FISCAL NOTES / FINANCIAL IMPACT:

No fiscal impact.

CITY ATTORNEY REVIEW (IF APPLICABLE):

Not applicable.

RESPONSIBLE STAFF / FOLLOW-UP:

McKenzi Hicks, Planning Manager – Planning & Development Services Department

Staff will continue quarterly reporting and dashboard maintenance. The Q3 2026 report will be brought forward next quarter.

ATTACHMENTS:

Quarterly Comprehensive Plan Implementation Report (Q2 2026)

LIBERTY HILL

SMALL TOWN • BIG HEART

Planning and Development Department
City Council

To: City of Liberty Hill City Council

Subject: Quarterly Comprehensive Plan Implementation Report (Q2 – 2026)

Meeting: August 26, 2026

Staff: McKenzi Hicks, Planning Manager

Summary of the Comprehensive Plan

The LHTX 2040 Comprehensive Plan is the City's long-range policy framework guiding growth, land use, infrastructure, mobility, housing, economic development, and quality of life. It contains the community's vision, supported by measurable goals and more than 300 implementation actions organized into major categories: General, Land Use and Growth Management, Mobility and Connectivity, and Neighborhoods. The plan is implemented incrementally through coordinated efforts among City departments, regional partners, and the community. Progress is monitored through the City's Implementation Dashboard and this quarterly reporting process.

Q2 2026 Highlights

- Mobility Plan and Roadway Impact Fee Study awarded to Kimley-Horn; plan kicked off with public engagement underway (GEN 5.C / MC 1.A / MC 2)
- Pavement assessment and management plan bid closed March 4, 2026; contract award still pending (GEN 4.E / MC 2.A)
- UDC rewrite continues with consultant FNI; Module 2 (subdivision regulations) delivered and being refined, Module 3 (zoning districts and development standards) delivered and under review (GEN 5.G)
- Parks Master Plan advancing into active drafting (GEN 5.A / NH 2.D)
- City Council approved a contract amendment for the SH 29 Corridor report at their February 28, 2026 meeting, expanding the scope to include additional public engagement; corridor report now being drafted (GEN 1.E)

Executive Summary

Overall Progress on Comprehensive Plan Implementation (Dashboard Data)

Status	Count	Percentage
Complete	3	2.8%
In Progress	41	37.6%
Ongoing	14	12.8%
Not Started	51	46.8%
Total Actions	**109**	**100%**

Key Accomplishments this Quarter

The Mobility Plan and Roadway Impact Fee Study was awarded to Kimley-Horn this quarter, with the plan formally kicked off and public engagement now underway, advancing multiple transportation and connectivity priorities simultaneously. The pavement assessment and management plan bid closed March 4, 2026, and staff is preparing the contract for Council award. The UDC rewrite progressed significantly: Module 2 (subdivision regulations) was delivered by consultant FNI and is being refined, and Module 3 (zoning districts and development standards) was delivered and is now under staff review. The Parks Master Plan moved from data gathering into active drafting with the consultant team. Council also approved a contract amendment for the SH 29 Corridor report at their February 28, 2026, meeting, expanding the scope to include additional public engagement, and that report is now in the drafting phase. The Engineering Manual and development activity map continue to advance in parallel.

Looking Ahead to Q3 2026

- Prepare the pavement assessment and management plan contract for Council consideration
- Continue public engagement and technical analysis on the Mobility Plan and Roadway Impact Fee Study with Kimley-Horn
- Advance the UDC rewrite following Module 3 review, working toward adoption
- Progress the Parks Master Plan draft
- Continue drafting the SH 29 Corridor report
- Continue quarterly updates and dashboard maintenance

Attachment

LHTX 2040 Comprehensive Plan Implementation Dashboard

AGENDA ITEM 5.A

Presentation and discussion Regarding the City's Use of Flock Safety License Plate Recognition Cameras

AGENDA ITEM 5.B

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-020 amending Section 6.13 (Outdoor Lighting) of the City of Liberty Hill Unified Development Code in its entirety, including the compliance deadline for existing lighting, the definition of light trespass, and enforcement provisions.

City Council Meeting Date: August 26, 2026

Requested By: City Council

Requested Agenda Placement: Public Hearing(s)

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Outdoor Lighting UDC Text Amendment

AGENDA ITEM WORDING:

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-020 amending Section 6.13 (Outdoor Lighting) of the City of Liberty Hill Unified Development Code in its entirety, including the compliance deadline for existing lighting, the definition of light trespass, and enforcement provisions.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed amendments to Section 6.13, Outdoor Lighting, extend the compliance deadline for existing outdoor lighting, clarify the definition of light trespass, and give residential property owners a warning notice and an opportunity to correct before further enforcement action is taken.

Section 6.13, cited as the Outdoor Lighting Ordinance, was adopted by City Council on August 10, 2022 by Ordinance No. 2022-O-08.10-001. In July 2025, DarkSky International designated Liberty Hill an International Dark Sky Community, the first in Williamson County.

On June 10, 2026, following a presentation on Section 6.13 and its impact on residents and businesses, City Council directed staff by unanimous vote of 6 to 0 to return an amended Outdoor Lighting ordinance extending the compliance deadline by two years, and to pursue a grant program aimed at educating and assisting residents and business owners who are not in compliance. These are the first proposed amendments to Section 6.13 since its adoption.

The amendments would:

- Replace the current deadline, which runs five years from the date Section 6.13 was adopted, with a date certain of January 1, 2030, extending the deadline for existing lighting by more than two years and giving property owners a plain calendar date
- Revise the definition of light trespass, as recommended by the Planning and Zoning Commission, to remove the word "substantial," which has been difficult to apply in practice, and to address light

falling into public rights of way so that the definition reaches cyclists, pedestrians, and other users of the roadway and not drivers alone

- Add a definition of Residential Property Owner
- Separate the enforcement provisions for residential properties from those for nonresidential properties
- Require that a residential property owner be issued a warning notice and be given thirty days to submit a lighting plan before further enforcement action is taken, unless the noncompliance creates an imminent threat to health or safety, and provide that civil penalties may be assessed against a residential property owner only after noncompliance has continued at least sixty days

Together these changes give property owners additional time and a defined opportunity to come into compliance before civil penalties are assessed, and make the ordinance easier for staff to apply consistently.

The Planning and Zoning Commission considered the proposed UDC text amendment at its August 4, 2026 meeting and recommended approval by a vote of 3 to 0.

FISCAL NOTES / FINANCIAL IMPACT:

No direct fiscal impact.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The proposed UDC text amendment was reviewed by the City Attorney.

RESPONSIBLE STAFF / FOLLOW-UP:

Planning and Development Services Department.

Following adoption, the City Secretary's Office will update the Unified Development Code to reflect the amended Section 6.13. Planning staff will then apply the revised standards to lighting plan review, building and sign permits, and enforcement, and will update applicable application materials, checklists, and applicant guidance accordingly.

The grant program component of Council's June 10, 2026 direction is being pursued separately and is not part of this item.

ATTACHMENTS:

Ordinance

CITY OF LIBERTY HILL

ORDINANCE NO. 2026-O-020

AMENDING UNIFIED DEVELOPMENT CODE SECTION 6.13 OUTDOOR LIGHTING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING THE CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE, SECTION 6.13, OUTDOOR LIGHTING, IN ITS ENTIRETY; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; CODIFICATION; SAVINGS; SEVERABILITY; REPEALER; NOTICE OF PUBLIC MEETING; AND EFFECTIVE DATE.

WHEREAS, Section 51.001 of the Texas Local Government Code authorizes the City to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Chapter 211 of the Texas Local Government Code authorizes the City to adopt and amend regulations governing the use of land and the construction and use of buildings and other structures in order to promote the public health, safety, and general welfare of the City; and

WHEREAS, the City has adopted a Unified Development Code to provide for the orderly development of property within the City and to promote the public health, safety, and welfare of the City; and

WHEREAS, the City Council adopted Section 6.13 of the Unified Development Code, Outdoor Lighting, cited as the "Outdoor Lighting Ordinance," by Ordinance No. 2022-O-08.10-001 on August 10, 2022, in order to reduce glare, protect properties from light trespass, encourage efficient and controlled lighting, preserve the community's heritage of a clear, dark night sky, and position the City to seek designation as an International Dark Sky Community; and

WHEREAS, in July 2025, DarkSky International designated the City of Liberty Hill an International Dark Sky Community as part of the International Dark Sky Places Program, making the City the first such designated community in Williamson County, and the City Council intends that the City maintain that designation; and

WHEREAS, Section 3000.002(c)(3)(A) of the Texas Government Code provides that the limitations of Section 3000.002 on the regulation of building products, materials, and methods do not apply to an ordinance or other regulation that regulates outdoor lighting, that is adopted for the purpose of reducing light pollution, and that is adopted by a governmental entity certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; and

WHEREAS, the City Council adopts the amendments set forth in this Ordinance for the purpose of reducing light pollution and maintaining the City's designation as an International Dark Sky Community; and

WHEREAS, on June 10, 2026, following a presentation on the Outdoor Lighting Ordinance and its impact on residents and businesses, the City Council directed staff by unanimous vote to return an amended Outdoor Lighting ordinance extending the compliance deadline for existing outdoor lighting by two years, and to pursue a grant program to educate and assist residents and business owners whose lighting is not in compliance; and

WHEREAS, in response to that direction, and drawing on several years of administering the Outdoor Lighting Ordinance, City staff has prepared amendments to Section 6.13 that revise the definition of light trespass, add a definition of residential property owner, establish a date certain by which nonconforming outdoor lighting must be brought into conformance, provide separate enforcement and penalty provisions for residential and nonresidential properties, and require that a warning notice be issued to a residential property owner before further enforcement action is taken absent an imminent threat to health or safety; and

WHEREAS, the notices required by the City's Unified Development Code and applicable state law were published; and

WHEREAS, the Planning and Zoning Commission held a public hearing on August 4, 2026, and after discussion and consideration recommended approval of the proposed amendments by a vote of three (3) ayes to zero (0) nays; and

WHEREAS, the City Council conducted a public hearing on August 26, 2026, to consider the recommendation from the Planning and Zoning Commission and comments from the public; and

WHEREAS, the City Council finds that the proposed amendments promote the health, safety, and general welfare of the City.

THE CITY OF LIBERTY HILL, TEXAS, HEREBY ORDAINS:

SECTION 1. Findings of Fact. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. Enactment. The City of Liberty Hill Unified Development Code, Section 6.13, Outdoor Lighting, is hereby amended in its entirety to read as set forth in Exhibit "A," attached hereto and incorporated for all purposes. Any underlined text shall be added and any struck-through text shall be deleted.

SECTION 3. Codification. The City Secretary is hereby authorized and directed to make the necessary changes so as to reflect the provisions of this Ordinance in the City of Liberty Hill Unified Development Code, and is further authorized to correct any typographical, numbering, or clerical errors and to make any nonsubstantive formatting changes necessary to conform Exhibit "A" to the style and numbering of the Code.

SECTION 4. Savings. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 5. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. Repealer. All ordinances or parts of ordinances and sections of the City of Liberty Hill Unified Development Code in conflict with this Ordinance are hereby repealed to the extent of such conflict. All other provisions of the Unified Development Code not in conflict with this Ordinance shall remain in full force and effect.

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

SECTION 8. Effective Date. This Ordinance shall take effect immediately from and after its adoption and publication in accordance with the requirements of the Liberty Hill City Charter, the Liberty Hill Code of Ordinances, and the laws of the State of Texas.

ORDAINED AND APPROVED the _____ day of _____ 2026 by City Council on vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF LIBERTY HILL

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

APPROVED AS TO FORM:

_____

Laura Mueller, City Attorney

EXHIBIT "A"

SECTION 6.13 OUTDOOR LIGHTING

EXHIBIT 9A UNIFIED DEVELOPMENT CODE

§ 6.13. Outdoor Lighting.

6.13.01 Title, Purpose and Scope.

(a) This article shall be known and cited as the "Outdoor Lighting Ordinance."

(b) The purpose of this article is:

(1) To reduce glare and improve nighttime visibility which contributes to safer, more secure, and attractive outdoor living spaces;

(2) To encourage efficient, controlled lighting that conserves energy;

(3) To make our community a better place to live and work and a more inviting place for tourist to visit;

(4) To protect properties from light trespass;

(5) To restore and preserve our heritage of a clear, dark night sky; and

(6) To position the City to apply for the designation of International Dark Sky Community.

(7) To have lights at night that are directed where light is wanted, are a warm color, and the appropriate amount of light.

(8) To prevent light at night from being wasted off-site, off property, or into the night sky.

(c) Scope.

(1) This article shall apply within the City limits, hereinafter referred to as "City."

(2) Nothing herein shall be construed as preventing or limiting the City from applying this article within the surrounding areas where the City asserts powers of extraterritorial jurisdiction through agreements with property owners, or as a term affixed to a conditional approval in the case of a variance. A developer's voluntary compliance is highly encouraged.

6.13.02 Definitions.

The following definitions are hereby adopted for the purposes of this article:

Adaptive controls means mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by the outdoor lighting system. Examples of adaptive controls include timers, dimmers and motion-sensing switches.

Beam of a light fixture means the spatial distribution of the emitted light.

Correlated Color Temperature (CCT) means a measure of the color properties of light emitted by lamps, being equal to the temperature, expressed in Kelvins (K). CCT values are typically provided on lighting manufacturer packaging or data sheets.

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Decorative holiday lighting means low-intensity string lights, whose luminous output does not exceed fifty (50) lumens per linear foot, and fully-shielded floodlights, whose luminous output does not exceed one thousand (1,000) lumens and which are aimed and oriented in such a way as to not create light trespass onto another property nor into the night sky, operated for a limited number of days per calendar year.

Electronic Message Display means any illuminated sign of an informative or advertising nature, whether on- or off-premise, and operable at night, whose content is made visible to the viewer by means of luminous elements under active electronic control and therefore subject to alteration in order to vary the content of the message. Electronic displays may be either static or dynamic in terms of light color and intensity.

Existing light fixtures means those outdoor light fixtures already installed at the time this article is adopted.

Floodlight means a light fixture having a wide beam.

Fully Shielded means an outdoor luminaire constructed so that in its installed position, all of the light emitted from the light fixture is projected below the horizontal plane passing through the lowest light-emitting part of the fixture.

Glare means visual discomfort or impairment caused by a bright source of light in a direction near one's line of sight.

Greenhouse means any building that is constructed of glass, plastic, or other transparent material in which plants are grown under climate-controlled conditions and includes hoop houses and other similar structures.

Illuminance means the intensity of light in a specified direction measured at a specific point.

Light pollution means the unintended, adverse and/or obtrusive effect of the use of outdoor light at night.

Light source means a light emitting portion of the luminaire and any diffusing elements and surfaces intended to reflect or refract light emitted from the lamp individually or collectively, for example, a lamp, bulb, lens, highly reflective surface, or frosted glass.

Light trespass means artificial light emitted from fixtures designed or installed in a manner that ~~unreasonably~~ causes light to fall on a property other than the one where ~~the light~~ it is installed causing ~~substantial~~ interference with the use and enjoyment of ~~the at~~ the property or if the light falls into public right of ways. ~~It also includes artificial light emitted from fixtures causing light to fall on property other than the one where the light is installed causing light to shine into a motor vehicle drivers' eyes or upwards toward the sky.~~ ~~If the light appears star-like from another property or the public roadway, the light is creating light trespass. It is expected that the illumination produced by a light source may be viewed from other properties but the light source itself should not be visible from other properties.~~ Exhibit 3 of Section 6.13.20 is a sample educational illustration about light trespass.

Lumen means the unit of measurement used to quantify the amount of light produced by a bulb or emitted from a light source. Lumen values are typically provided on lighting manufacturer packaging or data sheets. For the purposes of this article, unless otherwise stated, the lumen output values shall be the initial lumen output ratings as defined by the manufacturer, multiplied by the lamp efficiency. Lamp efficiency of 95% shall be used

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for all solid-state lamps and 80% for all other lamps, unless an alternate efficiency rating is supplied by the manufacturer.

Lumens per Net Acre means the total outdoor light output, as defined in this article, divided by the number of acres, or part of an acre with outdoor illumination. Undeveloped, non-illuminated portions of the property may not be included in the net acreage calculation.

Luminaire means a complete lighting assembly or lighting fixture, consisting of a lamp, housing, optic(s), and other structural elements, but not including any mounting pole or surface.

Luminance is a measure of light emitted by or from a surface.

Nit is the standard unit of measure of luminance used for internally illuminated signs, digital signs, or electronic message displays.

Outdoor Lighting means temporary or permanent lighting that is installed, located, or used in such a manner to cause light rays to shine outdoors. Nonresidential fixtures that are installed indoors that cause light rays to shine outside are considered outdoor lighting for the intent of this article. See Exhibit 1 of Section 6.13.20 for an illustration of this type of situation. Residential fixtures installed indoors generating more than 3,800 lumens (approximately equal to a 300-watt incandescent bulb) that cause light to shine outside are also considered outdoor lighting for the intent of this article. All of the lighting that illuminates the translucent portion of a greenhouse or solarium, including roofing material, is considered outdoor lighting for the intent of this article.

Private lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by individual persons, including but not limited to families, partnerships, corporations, and other entities engaged in the conduct of business or other non-governmental activities.

Public lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by the City or other governmental entity or entities completely or partly funded by grants obtained by the City or its agents from federal, state or private sources. The light fixtures are normally located on, but are not limited to, streets, highways, alleys, easements, parking lots, parks, playing fields, schools, institutions of higher learning, and meeting places.

Residential Property Owner means any owner or lessee of a residentially zoned property for which a subdivision has been accepted or where a subdivision is not required.

Sag-lens or drop-lens fixture means a fixture, typically seen on older streetlights or parking lot lights, where the lens extends below the lowest opaque part of the fixture such that light is scattered above the horizontal plane.

Searchlight means a light fixture having a narrow beam intended to be seen in the sky.

Spotlight means a light fixture having a narrow beam.

Temporary lighting means non-permanent lighting installations installed and operated for a duration not to exceed thirty (30) days.

Total outdoor light output means the total amount of light, measured in lumens, from all outdoor light fixtures within the illuminated area of a property. The lumen value to be used in the calculation is the lumen value as defined in this article. To compute the total, add the lumen outputs attributed to each light fixture together.

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6.13.03 Nonconforming Existing Outdoor Light Fixtures.

(a) All existing outdoor lighting that was legally installed before the enactment of this article, that does not conform with the standards specified by this article shall be considered nonconforming. Nonconforming outdoor lighting is allowed to remain until required to be replaced pursuant to the terms of this article.

(b) If more than fifty percent (50%) of the total appraised value of a structure (as determined from the records of the county's appraisal district), has been destroyed, the nonconforming status expires, and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.

(c) Nonconforming outdoor lighting shall be brought into conformance with this article as follows:

(1) Nonresidential Application.All existing outdoor lighting located on a subject property that is part of an application for a rezoning application, conditional use permit, subdivision approval, or a building permit for a major addition is required to be brought into conformance with this article before final inspection, issuance of a certificate of occupancy, or final plat recordation, when applicable. For the following permits issued by the City, the applicant shall have a maximum of 90 days from date of permit issuance to bring the lighting into conformance: site development permit, sign permit for an externally or internally illuminated outdoor sign.

(2) Residential addition or remodel.Nothing herein shall be construed to terminate a residential property's nonconforming status as a result of an addition or remodel. However, all outdoor residential lighting that is affixed to a construction project requiring a building permit is required to conform the standards established by this ordinance.

(3) Abandonment of nonconforming [structure].A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the nonconforming status expires, and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformity with the standards of this article.

(d) It is unlawful to expand, repair or replace outdoor lighting that was previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.

(e) Outdoor lighting on any property that is not in conformance with this article shall be brought into conformance with this article ~~within five (5) years~~ by January 1, 2030 ~~from the date of adoption of this article~~. All new construction and/or new luminaires installed (including replacements for existing fixtures) shall comply after the adoption of this article.

(f) Amortization Extension.Residential property owners may request from the City an amortization extension of up to a maximum of ten (10) years from the date a nonconforming fixture was installed provided that the fixture was compliant with

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existing City ordinances at the time is was installed, and that date of installation can be substantiated via documents, date stamped photographs, etc. or, at the prerogative of the City Manager, corroborative written statements.

(1) Amortization extensions to the date at which outdoor lighting shall conform with this article shall be on a per-fixture basis with the following requirements:

(i) The light fixture must be documented to cost at least $100 when originally purchased;

(ii) The fixture cannot be brought into compliance by changing the bulb or lighting element or installing shielding;

(iii) If the bulbs or other lighting elements of the fixture require replacement during the amortization period, the replacement bulbs or lighting elements shall not be rated in excess of 2700 Kelvin.

6.13.04 General Provisions.

(a) Shielding.

(1) Unless exempted elsewhere in this article, all outdoor lighting shall be fully shielded.

(2) New streetlights shall be fully shielded fixtures of approved historical design, utilizing a minimum output consistent with the safety of drivers and pedestrians.

(3) Mounting height or topography or proximity to other properties may cause public or private outdoor light fixtures to require additional shielding to prevent glare or an unsafe condition on properties other than the one on which it is installed.

(4) All of the lighting that illuminates the translucent portion of a greenhouse or solarium must be shielded so that no direct light shines outside of the structure and no more than 4% of the reflected or refracted illumination is allowed to escape outside the structure.

(5) Outdoor light fixtures with a maximum output of 200 lumens per fixture, regardless of the number of bulbs, may be left unshielded provided the source of the light is not visible from any other property and the fixture conforms to all other stipulations of this article. The output from these fixtures shall not exceed 10% of the lumens per net acre allowed by this article.

(b) Light Trespass.

(1) Light trespass is prohibited. No luminaire installed within the City limits, except governmental owned streetlights, shall create conditions of light trespass. Governmental owned streetlights may only create light trespass below it within one hundred (100) feet of its installed location.

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(2) All outdoor lighting, except governmental owned streetlights, shall be shielded so that the light source shall not be visible from any other property.

(c) Outdoor Sports Facilities.

(1) Lighting at public and private outdoor sports facilities, including but not limited to playing fields, arenas, tracks, and swimming pools, will be shielded to the greatest practical extent to reduce glare, safety hazards, light trespass, and light pollution;

(2) Will provide levels of illuminance that are adjustable according to task, allowing for illuminating levels not to exceed nationally recognized Illuminating Engineering Society of North America (IESNA) standards according to the appropriate class of play, as well as for lower output during other times, such as when field maintenance is being actively performed; and

(3) Shall be provided exclusively for illumination of the surface of play and adjacent viewing stands, and not for any other application, such as lighting a parking lot; and

(4) Must be extinguished by 11:00 p.m. or within one (1) hour of the end of active play. The outdoor sports facility lighting shall be fitted with mechanical or electronic timers to prevent lights from being left on accidentally overnight.

(5) Outdoor sports facility lighting will be exempted from the other regulations of this article if its design and installation, as certified by a professional engineer (PE) licensed in the State of Texas, adheres to the version of the International Dark-Sky Association's Criteria for Community-Friendly Outdoor Sports Lighting operative at the time when the construction permit is submitted to the City for review.

(d) Towers.No lighting of towers and associated facilities is allowed, except by permit, and except as required by the Federal Aviation Administration or other federal or state agency. In coordination with the applicable federal or state agency, the applicant shall determine the maximum height of the tower that would not require lighting. If a proposed tower would require lighting, the applicant shall demonstrate that a tower height that requires lighting is necessary. Such justification shall include documentation showing:

(1) Coverage limitations;

(2) Type of system (e.g., cellular, radio, television);

(3) Technical and engineering details of the lighting to be installed; and

(4) Requirements of federal, state, and local agencies.

If a tower height that requires lighting is justified, slowly blinking red lights must be used at night. White strobe lights at night are prohibited.

(e) Color Temperature.

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(1) The correlated color temperature (CCT) of luminaries shall not exceed 2700 Kelvins.

(2) Luminaries rated below 2500 Kelvin are encouraged for better nighttime visibility.

(f) Service Station Canopies and other building overhangs.All luminaires mounted on or recessed into the lower surface of service station canopies or other overhangs shall be fully shielded and utilize only flat lenses or windows. Shielding must be provided by the luminaire itself, and not by surrounding structures such as canopy edges. Light directed on service station pumps may be angled to illuminate the pump to the level of federal standards and to shield the light from normal view.

(g) General curfew.

(1) In all nonresidential zones,

(i) All privately owned exterior lighting not adaptively controlled shall be extinguished by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later.

(ii) Exterior lighting with adaptive controls shall reduce lighting to 25% or less of the total outdoor light output allowed by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later. Adaptive controls may be used to activate lights and resume normal light output when motion is detected and be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off property.

(iii) Businesses whose normal operating hours are twenty-four (24) hours per day are exempt from this provision.

(2) All publicly owned lighting not adaptively controlled must be fully extinguished by 11:00 p.m., or within one (1) hour of the end of occupancy of the structure or area to be lit, whichever is later.

(3) All outdoor lighting is encouraged to be turned off when no one is present to use the light.

(h) Lumen Caps.The lumen per net acre values are an upper limit and not a design goal; design goals should be the lowest levels that meet the requirement of the task. Lumen per net acre values exclude governmental owned streetlights used for illumination of public rights-of-way and outdoor facilities.

(1) Nonresidential Property.Total outdoor light output installed on any nonresidential property shall not exceed 100,000 lumens per net acre in any contiguous illuminated area;

(2) Residential Property.Total outdoor light output installed on any residential property shall not exceed 25,000 lumens per net acre in any contiguous illuminated area.

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(i) Adaptive Controls.All new publicly owned lights, including streetlights, will incorporate adaptive controls (e.g., timers, motion-sensors, and light-sensitive switches) to actively regulate the emission of light from light fixtures such that the lighting of areas is restricted to times, places and amounts required for safe occupancy.

(j) Flagpoles.Property owners are encouraged to not illuminate flagpoles at night, but rather to hoist flags after dawn and lower flags before sunset. If flags are illuminated at night, lighting of up to a total of two (2) flags per property is permitted with the following conditions:

(1) Flagpoles with a height greater than 20 feet above ground level shall be illuminated only from above. This may be achieved by utilizing a luminaire attached to the top of the flagpole or a luminaire mounted above the top of the flagpole on a structure within fifteen (15) feet of the flagpole and must comply with all sections of this article. The total light output from any luminaire mounted on top of or above a flagpole shall not exceed 800 lumens.

(2) Flagpoles with a height equal to or less than twenty (20) feet above ground level may be illuminated from below. If ground-level illumination is used, flagpoles may be illuminated with up to two (2) spotlight type luminaires, utilizing shields or diffusers to reduce glare, whose maximum combined lumen output is 75 lumens per linear foot of pole height, measured from the level of the luminaire above grade to the top of the flagpole. Luminaires are to be mounted so that their lenses are perpendicular to the flagpole and the light output points directly toward the flag(s).

(k) Prohibitions.The use of the following types of outdoor lighting are prohibited, except as specifically exempted here or elsewhere in this article.

(1) Sag-lens or drop lens fixtures.

(2) Any luminaire that uses mercury vapor lamps.

(3) Searchlights, skybeams, and similar lighting, except as required by response personnel during emergency conditions.

(4) Any light that dynamically varies its output by intermittently fading, flashing, blinking, or rotating. This type of lighting includes strobe lighting.

(l) Warranting.New installations of outdoor lighting will only be installed on public properties and right-of-way upon determination by the City Manager that a public safety hazard exists in the area to be lit, and that the hazard can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.

6.13.05 Plan Submission and Compliance Review.

(a) Any individual applying for a compliance review or building permit under this article intending to install new outdoor lighting or update existing outdoor lighting

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shall file a lighting plan with the City. A lighting plan shall be filed at the same time as any other plans required by the City. The individual may obtain from City staff a document that lists all of the items that comprise a proper and complete outdoor lighting submittal. The submittal shall contain, but shall not necessarily be limited to the following:

(1) Plans indicating the number and location on the premises of proposed and existing light fixtures, the type of light fixture (the manufacturer's order number), the lamp type, Kelvin rating, initial lumens produced, the mounting height for each fixture, adaptive controls, building elevations for any structure whose interior lighting is defined as outdoor lighting per this article and the manufacturer's specification sheet for each light fixture.

(2) The number of acres or part of an acre that is to be illuminated contiguously, the square footage of the footprint for each structure within the area to be illuminated; and

(3) Any other evidence that the proposed installation will comply with this ordinance.

(b) The lighting plan shall be reviewed by the Planning Department to determine compliance with this article, taking into account all factors, including but not limited to, levels of illuminance, luminance, glare, safety hazards, light trespass, and light pollution. The Planning Department may seek input from community members knowledgeable about outdoor lighting during the review process. The Planning Department shall approve or reject the plan within 30 days of submission, returning it to the applicant with an explanation. The applicant shall not move forward with the outdoor lighting project until the lighting plan is approved. After the lighting plan is approved, no substitutions may be made for approved light fixtures without resubmitting the plan for review with the substitutions.

6.13.06 Exemptions, Temporary Permitting, Amendments, Enforcement, Civil Remedies and Public Nuisance.

(a) This article shall not apply to the following:

(1) Decorative holiday lighting illuminated for no more than 60 days per calendar year, with illumination only during the hours of 6:00 a.m. to 11:00 p.m. each day, and with the provision that flashing holiday lights are prohibited on nonresidential properties;

(2) String, festoon, bistro, and similar lighting, provided that the emission of no individual lamp exceeds fifty (50) lumens, no installation of such lighting exceeds, in the aggregate, six thousand (6,000) lumens on any one property, and the lights are rated at or below 2700 Kelvin;

(3) Underwater lighting of swimming pools and similar water features;

(4) Lighting required by law to be installed on surface vehicles and aircraft;

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(5) Airport lighting required by law;

(6) Lighting required by federal or state laws or regulations;

(7) Temporary emergency lighting needed by law enforcement, fire and other emergency services as well as temporary building egress lighting whose electric power is provided by either battery or generator;

(8) Lighting employed during emergency repairs of roads and utilities provided such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway or residence;

(9) Temporary lighting at construction projects provided such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway or residence;

(10) Governmental facilities where compelling needs are demonstrated to the City Manager or designee; and

(11) Temporary lighting, permitted in this article, for theatrical, television, performance areas, or events provided the lights are positioned safely and do not create issues of light trespass.

(b) Temporary Permitting.

(1) Lighting such as that needed for theatrical, television, performance areas, or events may be allowed by temporary exemption. Temporary lighting that does not conform to the provisions of this article may be approved at the discretion of the City Manager subject to submission of an acceptable Temporary Outdoor Lighting Permit.

(2) Permit term and renewal.Permits issued shall be valid for no more than seven (7) calendar days and subject to no more than one renewal, at the discretion of City Council or the City Manager, for an additional seven (7) calendar days.

(3) Conversion to a permanent status.Any lighting allowed by Temporary Outdoor Lighting Permit that remains installed after fourteen (14) calendar days from the issue date of the permit is declared permanent and is immediately subject to all of the provisions of this article.

(4) Permit contents.A request for a Temporary Outdoor Lighting Permit for a temporary exemption to any provision of this article must list the specific exemption requested and the start and end date of the exemption. Search lights, skybeams and similar lighting will not be allowed. The City may ask for any additional information which would enable a reasonable evaluation of the request for temporary exemption.

(c) Amendment.This article may be amended from time to time as local conditions change, and as changes occur in the recommendations of nationally recognized organizations such as the Illuminating Engineering Society of North America and the International Dark-Sky Association, if the council wishes to do so.

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(d) Enforcement.

(1) It will be the responsibility of the City to publish this article in the newspaper of record and to disseminate the ordinance by other appropriate means; to publish information about the ordinance on the City website; and, as time permits, to inform owners of noncompliant lighting of these provisions.

(2) The City Manager is authorized to promulgate one or more interpretive documents to aid in the administration of, and compliance with, this article. Such interpretive documents, with examples such as Exhibits 2, 3 and 4 of Section 6.13.20, shall be educational only and shall not constitute regulations, amendments, or exceptions.

(3) Violations- Residential Property Owners

i. The City shall have the power to administer and enforce the provisions of this Article as may be required by governing law. Any person violating any provision of this Article is subject to suit for injunctive relief as well as ~~prosecution for criminal violations~~civil penalties.

ii. It is a violation ~~shall be unlawful~~ to install or operate any outdoor lighting luminaire in violation of any provision of this Article. Any person violating any provision of this article ~~shall be guilty of a Class C Misdemeanor and~~ may also be subject to suit for injunctive relief, monetary damages, and other relief as directed by a court with jurisdiction over the matter.

~~Each and every day during which the illegal erection, maintenance and use of such nonconforming lighting continues shall be considered to constitute a separate offense.~~

iii. Any owner who fails to comply with these provisions may be issued a warning notice. The owner of the noncompliant lighting must, within 30 days from the issuance of such warning notice, submit a lighting plan as defined in section 6.13.05 to come into compliance with this article. No further action will be taken against a residential property owner without first issuing a warning notice unless the noncompliance creates a imminent threat to health or safety to others.

iv. Any owner who further fails to comply after 60 days from the issuance of such warning notice may be subject to ~~criminal and~~ civil penalties including a ~~fine~~ penalty of at least $50.00 for each day of noncompliance, unless the City Council grants a waiver of the fine.

v. A civil penalty up to five hundred dollars ($500.00) a day when it is shown that the defendant was actually notified of the provisions of the Article and after receiving notice committed acts in violation of the Article. Such penalties shall only be assessed if a residential property owner has failed to comply for at least sixty (60) days.

vi. In the event work is not being performed in accordance with this Article, the City shall issue a stop work order and all work shall immediately cease.

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No further work shall be undertaken on the project as long as a stop work order is in effect.

4. Violations – Nonresidential Properties

i. The City shall have the power to administer and enforce the provisions of this Article as may be required by governing law. Any person violating any provision of this Article is subject to suit for injunctive relief as well as prosecution for criminal violations.

ii. It shall be unlawful to install or operate any outdoor lighting luminaire in violation of any provision of this Article. Any person violating any provision of this article shall be guilty of a Class C Misdemeanor and may also be subject to suit for injunctive relief, monetary damages, and other relief as directed by a court with jurisdiction over the matter.

iii. After being provided warning notice of noncompliant lighting, each and every day during which the illegal erection, maintenance and use of such nonconforming lighting continues shall be considered to constitute a separate offense.

iv. Any owner who fails to comply with these provisions may be issued a warning notice. The owner of the noncompliant lighting must, within 30 days from the issuance of such warning notice, submit a lighting plan as defined in section **6.13.05** to come into compliance with this article.

v. Any owner who further fails to comply after 60 days from the issuance of such warning notice may be subject to criminal and civil penalties including a fine of at least $50.00 for each day of noncompliance, unless the City council grants a waiver of the fine.

vi. A civil penalty up to five hundred dollars ($500.00) a day when it is shown that the defendant was actually notified of the provisions of the Article and after receiving notice committed acts in violation of the Article.

vii. In the event work is not being performed in accordance with this Article, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

(e) Civil remedies. Nothing in this article shall be construed as limiting the right of any person or entity to pursue legal action against any other person or entity under any applicable law, including the doctrine of light trespass.

(f) Public nuisance. Any violation of this article that results in light trespass or an unreasonable interference with the common and usual use of any other property is hereby declared to be a public nuisance.

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6.13.07 Notification.

All building permit applicants will be notified of the City outdoor lighting ordinance.

6.13.08 Sign Illumination.

(a) All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. All illuminated signs shall be extinguished at 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later. All sign illumination must comply with the correlated color temperature (CCT) requirements of this article.

(b) Top-down lighting.Externally illuminated signs shall be lit only from the top of the sign, with fully shielded luminaires designed and installed to prevent light from spilling beyond the physical edges of the sign.

(c) Outdoor internally illuminated signs (whether freestanding or building mounted) shall be subject to all the following requirements:

(1) The sign must be constructed with an opaque background and translucent letters and symbols or with a dark colored background and lighter letters and symbols. (See Exhibit 5 of Section 6.13.20 for examples.)

(2) The internally illuminated portion of the sign cannot be white, cream, off-white, light tan, yellow or any light color unless it is part of a registered logo that does not have an alternate version with dark tones. Light tone colors such as white, cream, off-white, light tan, yellow or any light color are permitted in the logo only, provided that such colors in the logo shall represent not more than 33% of the total sign area permitted.

(3) The internal illumination, between sunset and sunrise, is to be the lowest intensity needed to allow the sign to be visible for up to 1/2 mile from its installation and shall not exceed 100 nits.

(4) Size limit.The luminous surface area of an individual sign shall not exceed 200 square feet.

(5) Electronic Message Center displays are prohibited within or adjacent to sensitive areas. These may include, but are not limited to: natural areas, beaches, wetlands, state and national parks, wildlife refuges, residential areas, observatories, and military training grounds. Setbacks in excess of 1 mile (1600 meters) from sensitive areas may be warranted. Distance setbacks should be assessed on a case-by-case basis, considering the cumulative effect of multiple EMCs. City staff shall document setback requirements and all EMCs shall be

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subject to the following requirements:

i. Messages appearing on electronic message center displays shall not be displayed for less than (30) seconds and shall require no longer than 0.25 seconds to transition from one message to another. Moving and/or flashing text or images are prohibited.

ii. The luminance level shall be gradually dimmed between day and night mode from sunset to one hour after sunset to provide the proper contrast ratio with the ambient illumination level, and similarly before sunrise. Within one hour after sunset luminance levels shall not exceed the following:

a. In areas with low ambient lighting where lighting might adversely affect flora and fauna or disturb the character of the area, such as rural and low-density residential areas, the nighttime maximum luminance is not to exceed 20 candelas per square meter of signage.

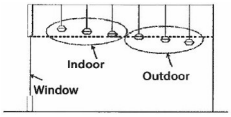
b. In areas with moderate ambient lighting where the vision of human residents and users is adapted to moderate light levels such as light commercial business areas and high-density or mixed-use residential areas, the nighttime maximum luminance is not to exceed 40 candelas per square meter of signage.

c. In areas with moderately high ambient lighting where the vision of human residents and users is adapted to moderately high light levels, the nighttime maximum luminance is not to exceed 80 candelas per square meter of signage.

iii. The total number of EMCs on any given mile of roadway is limited to two and the total square footage within any given mile is limited to 800 square feet.

6.13.20 Exhibits.

Exhibit 1. Indoor/Outdoor Lighting



Elevation view showing an example of a nonresidential application of indoor lighting, labeled “Outdoor,” which is will be [sic] subject to this article. The example presumes the structure in question is not elevated such that any of the luminaires labeled “Indoor” may be seen from any other property. If the structure is elevated such that the luminaires labeled “Indoor” are visible from another property then, they are actually “outdoor lighting” and subject to this article. All luminaries under skylights or other translucent roofing materials are subject to this article just as the fixtures behind the window are in this example.

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Exhibit 2. An Illustration of Best Outdoor Lighting Practices



(1) Use shielding to reclaim wasted light and direct it to the area to be lit.

(2) Lower the correlated color temperature (CCT) from "cool" white light to "warm" white.

(3) Lower the intensity to provide as much light as needed for the application, but no more.

(4) Use adaptive controls, e.g., timers, half-night photocells, motion sensors, etc., to limit the hours the light is in use.

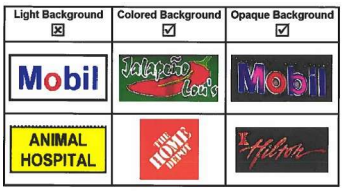
Exhibit 3. Light Trespass



Exhibit 4. Unacceptable Fixtures and Acceptable Fixtures



Exhibit 5. Internally Illuminated Signs



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AGENDA ITEM 5.C

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-019 amending Section 7.05 (Fiscal Surety and Assurance of Construction and Maintenance) of the City of Liberty Hill Unified Development Code, related to fiscal security, warranty requirements, and acceptance of public improvements.

City Council Meeting Date: August 26, 2026

Requested By: Robyn Claridy-Miga, Director of Planning & Development Services

Requested Agenda Placement: Public Hearing(s)

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Fiscal Surety and Assurance of Construction and Maintenance UDC Text Amendment

AGENDA ITEM WORDING:

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-019 amending Section 7.05 (Fiscal Surety and Assurance of Construction and Maintenance) of the City of Liberty Hill Unified Development Code, related to fiscal security, warranty requirements, and acceptance of public improvements.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed amendments to Section 7.05, Fiscal Surety and Assurance of Construction and Maintenance, strengthen the City's financial security, clarify the process for accepting and maintaining public infrastructure after construction, and add flexibility for the development community.

The amendments would:

- Extend the warranty period for public improvements from one year to two years, beginning on the date of final acceptance
- Revise the required warranty security from at least 20 percent to 80 percent of the total construction cost of the public improvements, unless otherwise approved by the City Engineer
- Add a partial fiscal security option allowing a Final Plat to be recorded while public improvements are still under construction. Today an applicant must either finish and receive final acceptance of all improvements or post security for the full amount before recordation. The amendment lets the City Engineer accept partial security equal to 110 percent of the estimated cost of the remaining work, supported by a current cost estimate signed and sealed by the Engineer of Record, so applicants can record and stay on schedule while the City remains secured for whatever is left
- Establish a clearer final acceptance process covering required closeout documentation, final inspection, written acceptance or rejection, and release of fiscal security

- Shift approval authority for fiscal security, inspections, and acceptance of public improvements from the City Manager to the City Engineer to reflect current practice
- Remove the express authorization for irrevocable letters of credit, leaving the acceptable forms of fiscal security to the City Engineer's approval
- Require private maintenance agreements with a minimum ten year term and recording in the Official Public Records, and a license agreement for irrigation improvements within public right of way

Together these changes give the City stronger, clearer protection over the life of new public infrastructure while giving applicants a more predictable path to plat recordation.

The Planning and Zoning Commission considered the proposed UDC text amendment at its August 4, 2026 meeting and recommended approval by a vote of 3 to 0.

FISCAL NOTES / FINANCIAL IMPACT:

No direct fiscal impact. The proposed amendment does not expend City funds, does not require a budget amendment, and does not change any application or inspection fee.

The purpose of the amendment is to better align the City's financial assurance requirements with the long-term cost of maintaining public infrastructure. Extending the warranty period from one year to two years and increasing warranty security to 80 percent of construction cost provides the City a longer and stronger period of protection for newly accepted improvements.

If denied or postponed, the City's current financial assurance standards would remain in place.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The proposed UDC text amendment was reviewed by the City Attorney.

RESPONSIBLE STAFF / FOLLOW-UP:

Planning and Development Services Department.

Following adoption, the City Secretary's Office will update the Unified Development Code to reflect the amended Section 7.05. Planning staff will then apply the revised fiscal security and warranty requirements to new plats, site development permits, and acceptance of public improvements, and will update applicable application materials, checklists, and applicant guidance accordingly.

ATTACHMENTS:

Ordinance

CITY OF LIBERTY HILL

ORDINANCE NO. 2026-O-019

AMENDING UNIFIED DEVELOPMENT CODE SECTION 7.05 FISCAL SURETY AND ASSURANCE OF CONSTRUCTION AND MAINTENANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING THE CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE, SECTION 7.05, FISCAL SURETY AND ASSURANCE OF CONSTRUCTION AND MAINTENANCE, IN ITS ENTIRETY; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; CODIFICATION; SAVINGS; SEVERABILITY; REPEALER; NOTICE OF PUBLIC MEETING; AND EFFECTIVE DATE.

WHEREAS, Chapter 212 of the Texas Local Government Code authorizes the City to regulate the subdivision of land and the construction of public improvements serving subdivisions and developments within the City and its extraterritorial jurisdiction, including the authority to require fiscal security assuring the completion of such improvements; and

WHEREAS, the City has adopted a Unified Development Code to provide for the orderly development of property within the City and to promote the public health, safety, and welfare of the City; and

WHEREAS, Section 7.05 of the Unified Development Code, Fiscal Surety and Assurance of Construction and Maintenance, governs the fiscal security, warranty, acceptance, and maintenance requirements applicable to public improvements constructed within the City and its extraterritorial jurisdiction; and

WHEREAS, City staff has prepared amendments to Section 7.05 that extend the warranty period for public improvements, revise the amount of required warranty security, establish a defined closeout and final acceptance process, provide for private maintenance agreements for improvements approved for private ownership and maintenance, and align the City's financial assurance requirements with the long-term cost of maintaining public infrastructure; and

WHEREAS, the amendments further establish a partial fiscal security option that allows a Final Plat to be recorded prior to final acceptance of the required public improvements, providing owners and developers additional flexibility in the timing of plat recordation while preserving the City's assurance that the remaining improvements will be completed; and

WHEREAS, the notices required by the City's Unified Development Code and applicable state law were published; and

WHEREAS, the Planning and Zoning Commission held a public hearing on August 4, 2026, and after discussion and consideration recommended approval of the proposed amendments by a vote of three (3) ayes to zero (0) nays; and

WHEREAS, the City Council conducted a public hearing on August 26, 2026, to consider the recommendation from the Planning and Zoning Commission and comments from the public; and

WHEREAS, the City Council finds that the proposed amendments promote the health, safety, and general welfare of the City.

THE CITY OF LIBERTY HILL, TEXAS, HEREBY ORDAINS:

SECTION 1. Findings of Fact. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. Enactment. The City of Liberty Hill Unified Development Code, Section 7.05, Fiscal Surety and Assurance of Construction and Maintenance, is hereby amended in its entirety to read as set forth in Exhibit "A," attached hereto and incorporated for all purposes. Any underlined text shall be added and any struck-through text shall be deleted.

SECTION 3. Codification. The City Secretary is hereby authorized and directed to make the necessary changes so as to reflect the provisions of this Ordinance in the City of Liberty Hill Unified Development Code, and is further authorized to correct any typographical, numbering, or clerical errors and to make any nonsubstantive formatting changes necessary to conform Exhibit "A" to the style and numbering of the Code.

SECTION 4. Savings. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 5. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. Repealer. All ordinances or parts of ordinances and sections of the City of Liberty Hill Unified Development Code in conflict with this Ordinance are hereby repealed to the extent of such conflict. All other provisions of the Unified Development Code not in conflict with this Ordinance shall remain in full force and effect.

SECTION 7. Notice of Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance was adopted was open to the public and public notice of

the time, place, and subject matter of the public business to be considered at such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SECTION 8. Effective Date. This Ordinance shall take effect immediately from and after its adoption and publication in accordance with the requirements of the Liberty Hill City Charter, the Liberty Hill Code of Ordinances, and the laws of the State of Texas.

ORDAINED AND APPROVED the _____ day of _____ 2026 by City Council on vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF LIBERTY HILL

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

APPROVED AS TO FORM:

_____
Laura Mueller, City Attorney

EXHIBIT "A"

SECTION 7.05 FISCAL SURETY AND ASSURANCE OF CONSTRUCTION AND MAINTENANCE

Exhibit A

§ 7.05 Fiscal Surety and Assurance of Construction and Maintenance.

7.05.01 Payment of Taxes.

The landowner or developer shall provide the City Manager with a certifiable receipt showing that all taxes have been paid in conjunction with the submittal of an application for final plat approval or site development permit issuance.

7.05.02 ~~Letter of Credit or~~ Performance Bond.

~~A. Before any development or project can proceed, the City Manager must be satisfied that the landowner or developer will be in a financial position to install or cause to be installed at his own cost, risk, and expense, all of the improvements required by this Code.~~

A. Before any development or project may proceed, the **City Engineer** shall determine that the owner or developer has demonstrated the financial ability to construct, or cause to be constructed, at the owner's or developer's sole cost, risk, and expense, all public and private improvements required by this Code.

B. Prior to the recordation of a Final Plat, the owner/applicant may choose to either:

Prior to recordation of a Final Plat, the owner or applicant shall satisfy one of the following requirements:

1. **Construction and Acceptance.** Construct all required public improvements and obtain final acceptance of such improvements by the City in accordance with the approved Public Improvement Plans, this Code, the City's Engineering Design Manual, Standard Specifications, and all other applicable ordinances, regulations, and standards, as amended; or

2. **Fiscal Security.** Provide fiscal security in an amount equal to one hundred ten percent (110%) of the estimated cost to complete all required public improvements. The fiscal security shall be in a form approved by the City Engineer and shall guarantee the faithful completion of the required improvements.

3. **Partial Fiscal Security.** When required public improvements are under construction but have not received final acceptance by the City, the City Engineer may authorize the posting of partial fiscal security in an amount equal to one hundred ten percent (110%) of the estimated cost to complete the remaining improvements, thereby allowing the Final Plat to be recorded prior to final acceptance. The owner or applicant shall submit a written request to the City Engineer together with a current

cost estimate signed and sealed by the Engineer of Record. The City Engineer shall review and approve the cost estimate prior to acceptance of the fiscal security.

C. Purpose and Release of Fiscal Security.

A. Fiscal security shall guarantee the completion of all required public improvements in accordance with the approved Public Improvement Plans and shall secure the City's ability to complete such improvements if the owner or developer fails to do so.

B. Unless otherwise approved in writing by the City, the owner or developer shall complete all required public improvements within one (1) year of Final Plat approval or issuance of the applicable Site Development Permit, as applicable.

C. Upon failure of the owner or developer to complete the required public improvements within the required time, the City may declare the owner or developer in default, draw upon the fiscal security, and use the proceeds to complete the required improvements. These remedies are cumulative and do not limit any other remedy available to the City under this Code, the applicable fiscal security instrument, or state law.

~~3. The fiscal surety shall be for the purpose of securing the estimated cost of completing such improvements, should the City find it necessary to complete the improvements in lieu of the landowner or developer. The landowner or developer shall complete all such improvements specified or referenced in the subdivision plat or site development permit and the construction plans for the same, within one (1) year from the date of final plat approval or site development permit issuance unless granted an extension by the City. Failure to do so shall authorize the City to complete the improvements using the fiscal surety provided by the landowner or developer.~~

~~B. If the landowner or developer elects to construct the required improvements prior to recording of a subdivision plat, after such plat has been approved, all such construction shall be inspected while in progress; 2.~~

~~in addition, the construction must be approved upon completion by the City Manager or his designee. A certificate by the City Manager or his designee that the construction conforms to the plans and specifications and the standards contained in or referred to in this Code must be presented to the City Council by the landowner or developer prior to approval of the final plat.~~

~~C. The landowner or developer of a site development shall post fiscal surety, as provided below, to assure completion of all construction required under this Code following issuance of the site development permit. If the landowner or developer of a subdivision decides or~~

~~elects to post fiscal surety in lieu of completing construction prior to final plat approval, the landowner or developer may utilize one of the following methods of posting fiscal surety. If the landowner or developer elects to post fiscal surety for subdivision or site development related construction, the plat shall not be approved or the permit shall not be issued unless the landowner or developer has done the following:~~

~~1. The landowner's or developer's engineer shall provide the City an estimate of the total cost of all uncompleted or unaccepted improvements as may be required by this Code; and the estimate shall be acceptable to the City Manager or his designee; and,~~

~~2. The City Manager shall require suficient fiscal surety to insure the orderly development within any subdivision or site development in the form of either (1) a performance bond or (2) an irrevocable letter of credit, equal to 110% of the estimated total cost of the improvements not yet completed and/or accepted as complete. Such letter of credit or bonds shall be issued by a financial institution authorized to do business in the State of Texas. Furthermore, the financial institution shall be reviewed and approved in advance and the letters of credit or bonds shall conform to forms or criteria approved in advance by the City Council.~~

~~3. The fiscal surety shall be for the purpose of securing the estimated cost of completing such improvements, should the City find it necessary to complete the improvements in lieu of the landowner or developer. The landowner or developer shall complete all such improvements specified or referenced in the subdivision plat or site development permit and the construction plans for the same, within one (1) year from the date of final plat approval or site development permit issuance unless granted an extension by the City. Failure to do so shall authorize the City to complete the improvements using the fiscal surety provided by the landowner or developer.~~

~~D. It is expressly understood that, as a condition to the approval of said subdivision or site development, no sale of any lot may be completed until all utilities are installed and all other improvements required by this Code are made within the block in which said lot is contained.~~

7.05.03 Requirements Prior to Final Acceptance for Maintenance.

A. Warranty Period.

The owner or developer shall ensure that all public improvements constructed pursuant to this Code, the Engineering Design Manual, approved Public Improvement Plans, and all applicable ordinances are free from defects in materials and workmanship, perform as designed, and remain in good working order for a period of two (2) years commencing on the date of final acceptance by the City Engineer or the City Engineer's designee.

1. Warranty Security Required.

As a condition of final acceptance of public improvements by the City, the owner or developer shall require each contractor responsible for constructing the public improvements to provide a written warranty for all labor, materials, and workmanship. In addition, the owner or developer shall provide the City with a written warranty guaranteeing that all public improvements are free from defects in materials and workmanship for a period of two (2) years following the date of final acceptance by the City Engineer or the City Engineer's designee.

2. The required warranty shall be secured by one of the following forms of financial assurance, subject to approval by the City Engineer:

(1) A warranty bond issued by a corporate surety authorized to transact business in the State of Texas; or

(2) The warranty security shall be in an amount equal to 80 % of the total construction cost of the public improvements, unless otherwise approved by the City Engineer.

(3) All warranty bonds shall be in a form acceptable to the City Attorney and the City Engineer and shall guarantee the correction of any defects in materials or workmanship discovered during the warranty period.

3. Correction of Deficiencies.

If any defect in materials or workmanship, or any failure of the public improvements to perform in accordance with the approved plans, specifications, this Code, or the Engineering Design Manual is identified during the warranty period, the owner or developer shall promptly correct such deficiencies at its sole expense upon written notice from the City. If the owner or developer fails to complete the required corrective work within the time specified by the City, the City may draw upon the warranty security and perform or cause the corrective work to be performed. The remedies provided in this section are cumulative and do not limit any other remedy available to the City under this Code or applicable law.

B. The owner or developer shall ensure that all public improvements constructed pursuant to this Code, the Engineering Design Manual, approved Public Improvement Plans, and all applicable ordinances are free from defects in materials and workmanship, perform as designed, and remain in good working order for a period of two (2) years commencing on the date of final acceptance by the City Engineer or the City Engineer's designee.

~~A. The landowner or developer shall ensure that all of the facilities constructed in accordance with the requirements of this Code will perform and remain in good working order and in accordance with the design performance criteria of each such facility, for one (1) year commencing on the date of approval of final completion by the City Manager or his designee.~~

~~B. Prior to final acceptance for maintenance of the completed improvements by the City Manager, the landowner or developer shall require any construction contractors with whom he contracts for furnishing materials and for installation of the improvements required under this Code, to provide written guarantees to the City, and shall himself be required to furnish to the City, a written guarantee, that all workmanship and materials shall be free of defects for a period of one (1) year from the date of acceptance by the City Manager. The guarantee shall be either in the form of a one (1) year warranty bond executed by a corporate surety licensed to do business in the State of Texas, conditioned that the improvements are free from defects in materials and workmanship, or an irrevocable letter of credit from a financial institution authorized to do business in Texas, and approved by the City Manager, committing funds for the correction and repair of any defects in materials or workmanship. Said bonds or letters of credit shall be in the amount of at least twenty (20) percent of the total construction cost. The financial institution shall be reviewed and approved in advance and the letters of credit or bonds shall conform to forms or criteria approved in advance by the City Council. The one (1) year assurance period shall commence on the date of approval of final completion of the improvements by the City Manager or his designee.~~

7.05.04 Acceptance of Improvements.

A. Inspection and Closeout Requirements.

The City Engineer or the City Engineer's designee shall conduct periodic inspections during the construction of all required public improvements to verify compliance with the approved Public Improvement Plans, this Code, the Engineering Design Manual, the City's Standard Specifications and Details, and all other applicable federal, state, and local laws, regulations, and standards.

Upon completion of all required public improvements, the owner or developer may request final acceptance by submitting all required closeout documentation, including, at a minimum:

1. Record drawings (as-built plans) signed and sealed by the Engineer of Record;
2. A written certification signed and sealed by the Engineer of Record stating that the public improvements were constructed in substantial conformance with the approved Public Improvement Plans;

3. The required two-year warranty bond or other approved warranty security as required by this Code;

4. Operation and maintenance manuals, testing reports, easement documents, and other closeout documents required by the City; and

5. Any other documentation required by the City Engineer to demonstrate compliance with this Code.

B. Final Inspection and Acceptance.

Following receipt of all required closeout documentation and completion of the final inspection, the City Engineer shall notify the owner or developer in writing whether the public improvements are accepted or rejected. Public improvements shall be accepted only upon a determination by the City Engineer that the improvements have been completed in accordance with the approved Public Improvement Plans, this Code, the Engineering Design Manual, the City's Standard Specifications and Details, and all applicable laws and regulations.

If the public improvements are rejected, the City Engineer shall provide a written list of deficiencies that must be corrected before final acceptance will be granted.

C. Release of Fiscal Security.

No fiscal security posted pursuant to this Chapter shall be released until the public improvements have received final acceptance by the City and all applicable warranty security has been provided in accordance with this Code.

D. Extension of Completion Time.

For good cause shown, the City Engineer may grant a written extension of the time for completion of the required public improvements. No extension shall be granted unless the owner or developer provides fiscal security in an amount and for a duration acceptable to the City Engineer suficient to guarantee completion of the public improvements throughout the extended period.

~~A. During the course of installation and construction of the required improvements, the City Manager or his designee shall make periodic inspections of the work to insure that all improvements comply with the requirements of this Code. Upon completion of installation and construction of all required improvements, the landowner or developer may seek acceptance of all public improvements by the City by submitting the required number of copies of as-built plans and a one (1) year maintenance bond as specified in the terms and conditions above. In addition, the landowner or developer shall provide a certified statement~~

~~signed by a registered professional engineer that all improvements have been installed and constructed in accordance with the submitted as-built plans.~~

~~B. After final inspection, the City Manager shall notify the landowner or developer and the City Attorney in writing as to its acceptance or rejection. The City Manager shall reject such construction only if it fails to comply with the standards and specifications contained or referred to herein. No release of any posted fiscal surety shall occur until the City has formally accepted the constructed improvements that are the subject of such surety.~~

~~C. If the City Manager rejects such construction, the City Attorney shall, upon direction of the City Council, proceed to enforce the guarantees provided in this Chapter.~~

~~D. When good cause exists, the City Manager may extend the period of time for completion. Such extension of time shall be reported to the City Council and recorded in the minutes. No such extension shall be granted unless fiscal surety, as set forth above, has been provided by the landowner or developer covering the extended period of time.~~

7.05.05 Maintenance and Supervision.

A. Private Maintenance Agreement Required.
The City may require the owner or developer to enter into a private maintenance agreement for drainage facilities, water quality facilities, park improvements, landscaping, irrigation systems, private infrastructure, or other improvements approved by the City for private ownership and maintenance. Such agreement shall be in a form approved by the City Attorney and shall be executed prior to acceptance of the applicable public improvements or as otherwise required by the City.

B. Term and Recording.
Unless otherwise approved by the City Council, each private maintenance agreement shall remain in efect for a minimum period of ten (10) years and shall be recorded in the Oficial Public Records of Williamson County, Texas, or any other county in which the property is located. The agreement shall run with the land and be binding upon the owner and all successors and assigns.

C. Irrigation Within Public Right-of-Way.
Where irrigation improvements are proposed within a public right-of-way or other City-owned property, the owner or developer shall obtain a license agreement approved by the City prior to installation. Installation of irrigation facilities within the public right-of-way shall not be permitted without an executed license agreement.

D. Maintenance Standards.
All facilities and improvements subject to a private maintenance agreement shall be

maintained by the owner in a safe, functional, and orderly condition, free of debris and nuisance conditions, and in compliance with:

1. This Code;

2. All applicable City ordinances;

3. Applicable state and federal laws and regulations;

4. The terms and conditions of any applicable permits; and

5. The executed private maintenance/license agreement.

E. **Failure to Maintain.**

If the owner fails to properly maintain any improvement subject to a private maintenance agreement, the City may provide written notice requiring corrective action within a reasonable period of time. If the owner fails to complete the required corrective action within the time specified in the notice, the City may, but shall not be obligated to, perform or cause the necessary maintenance or repairs to be performed and recover all costs incurred from the owner. Such costs may be collected by any lawful means, including assessment of a lien if authorized by law or by the terms of the recorded maintenance agreement. The remedies provided herein are cumulative and shall not limit any other remedy available to the City under this Code or applicable law.

~~Where a subdivision contains sewers, sewage treatment facilities, water supply systems, water quality protection facilities, streets and other transportation related improvements, parks and grounds held in common, park and recreation improvements, drainage easements and/or drainage improvements, landscape improvements or other physical facilities necessary or desirable for the welfare of the area, or that are of common use or benefit which are not or cannot be satisfactorily maintained by an existing public agency, provision shall be made, which is acceptable to the City Council, for the proper and continuous operation, maintenance, and supervision of such facilities. A copy of the agreements providing for the proper and continuous operation, maintenance and supervision of such facilities shall be presented to the City Manager and approved as to form by the City Attorney prior to the time of final plat approval or site development permit issuance and shall be filed of record with the plat or permit.~~

AGENDA ITEM 5.D

Presentation and discussion on the 2030 Strategic Plan.

City Council Meeting Date: August 26, 2026

Requested By: Abby Morrison, Executive Director of Management Services

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Discussion

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Liberty Hill 2030 Strategic Plan

AGENDA ITEM WORDING:

Presentation and discussion on the 2030 Strategic Plan

EXECUTIVE / BACKGROUND SUMMARY:

This item is included on the agenda to allow for an update on the 2030 Strategic Plan.

FISCAL NOTES / FINANCIAL IMPACT:

No fiscal impact.

CITY ATTORNEY REVIEW (IF APPLICABLE):

N/A

RESPONSIBLE STAFF / FOLLOW-UP:

The Executive Director of Management Servies will continue to manage the Strategic Plan process through project completion in September.

ATTACHMENTS:

N/A

AGENDA ITEM 5.E

Presentation and discussion regarding the proposed Fiscal Year 2026–2027 Budget, Five-Year Capital Improvement Program 2027–2031, inclusive of all funds, and Compensation Study Phase 1.

AGENDA ITEM 6.A

Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding pending and potential litigation.