CITY COUNCIL REGULAR MEETING
WEDNESDAY - SEPTEMBER 9, 2026 - 5:00 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) PUBLIC HEARING

A) Conduct a public hearing regarding the proposed adoption of an ad valorem tax rate of $0.494268 per $100 valuation for Tax Year 2026.

RECESS
The City Council will recess until 6:00 p.m.

RECONVENE
The City Council will reconvene into Regular Session at 6:00 p.m.

3) PRESENTATIONS

A) Presentation of a Proclamation for National Preparedness Month and StormReady® Recognition.

4) 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.

5) 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 the City Council Workshop Meeting minutes from August 12, 2026.
Minutes

B) Approval of the City Council Regular Meeting minutes from August 12, 2026.
Minutes

C) Approval of the City Council Regular Meeting minutes from August 26, 2026.
Minutes

D) Approval of a contract with Consolidated Water for wholesale water services, and authorize the City Manager to execute the agreement.
Cover Sheet
Agreement

E) Approval of an Interlocal Agreement with Williamson County in the amount of $36,966 for updating the City's Atlas 14 map, and authorize the City Manager to execute the agreement.

Cover Sheet
Interlocal Agreement

F) Acceptance of a Special Warranty Deed from 6600 CR 277 Investments, LLC conveying approximately 53.836 acres to the City of Liberty Hill for City parkland purposes, and authorize the City Manager to execute any documents necessary for acceptance and recording of the deed.
Cover Sheet
Warranty Deed

G) Approval of an updated agreement with Judge Kevin Madison establishing compensation and a two-year term beginning October 1, 2026, and reappointment of Judge Madison as Municipal Court Judge for the City of Liberty Hill Municipal Court of Record.
Cover Sheet
Contract

H) Approval of Resolution No. 2026-R-018, authorizing the creation of an employee benefit trust.
Cover Sheet
Resolution

I) Approval of the proposal from Absolute Demolition for the demolition of structures located at 202 Myrtle in the amount of $39,347.
Cover Sheet
Proposal

6) REGULAR AGENDA

A) Discussion and consideration of possible action regarding the City's use of Flock Safety license plate recognition cameras.

B) Discussion and consideration of possible action on a Professional Services Agreement with Lochner, An Egis Company, in the amount of $842,075.93 for professional engineering services associated with the AC Waterline Replacement (Downtown Water Line Upgrades), and authorize the City Manager to execute the agreement.
Cover Sheet
General Location Map
Capital Project Details
Professional Services Agreement

C) Discussion and consideration of possible action on a Professional Services Agreement with STV, Inc. in the amount of $1,116,153.00 for Owner Representative and Construction Management and Inspection services associated with the Advanced Water Purification Facility project, and authorize the City Manager to execute the agreement.
Cover Sheet
Capital Project Details
Professional Services Agreement

D) Discussion and consideration of possible action on a Professional Services Agreement with Pape-Dawson Engineers in the amount of $5,904,143.00 for Owner Representative and

Construction Management and Inspection services associated with the North Fork Wastewater Treatment Plant project, and authorize the City Manager to execute the agreement.
Cover Sheet
Capital Project Details
Professional Services Agreement

E) Discussion and consideration of possible action on Ordinance No. 2026-O-021 conditionally approving the Jeff's Auto Body Site Plan and Utility Service Request for approximately 2.1 acres generally located at the eastern corner of Bevers Road and State Highway 29, addressed as 100 Bevers Road, and authorizing City-provided water service.
Cover Sheet
Staff Report
Location Map
Site Plan
Utility Evaluation
Ordinance

F) Public hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-022 adopting the City of Liberty Hill budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating funds in accordance with the adopted budget; repealing ordinances or parts of ordinances in conflict; and providing an effective date.
Cover Sheet
Ordinance

G) Discussion and consideration of possible action on Ordinance No. 2026-O-023 levying ad valorem taxes for the use and support of the municipal government of the City of Liberty Hill for Fiscal Year 2026–2027; apportioning the levy for specific purposes; establishing when taxes become due and delinquent; and providing an effective date.
Cover Sheet
Ordinance
Notice of Public Hearing on Tax Increase
Tax Rate Calculation
Notice of Tax Rate 2026

H) Discussion and consideration of possible action on adjustments to the 2026 City Council Regular Meeting schedule due to City holidays.

7) 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.

B) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to Project Chance.

8) RECONVENE TO REGULAR SESSION

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

9) 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 September 2, 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

Conduct a public hearing regarding the proposed adoption of an ad valorem tax rate of $0.494268 per $100 valuation for Tax Year 2026.

AGENDA ITEM 3.A

Presentation of a Proclamation for National Preparedness Month and StormReady® Recognition.

AGENDA ITEM 5.A

Approval of the City Council Workshop Meeting minutes from August 12, 2026.

City Council Workshop Meeting Minutes

Wednesday – August 12, 2026 – 5:30 p.m.
City Council Chamber/Municipal Court Building
2801 Ranch Road 1869 Liberty Hill, Texas 78642

Presiding: Mayor Crystal Mancilla

Attending: Mayor Pro Tem Diane Williams, Council Members Elisabeth Brown *(arrived at 5:46 p.m.)*, Jacquetta Thayer, Michael Helbing, and Tim Hennessy

Vacant: Council Member Place 5

Also attending were City Manager Thomas Hunter, Deputy City Manager Brandon Pritchett, Executive Director of Management Services Abby Morrison, and City Secretary Beatrice Canseco.

CALL TO ORDER

Mayor Mancilla called the meeting to order at 5:31 p.m.

PUBLIC COMMENTS

No one signed up to speak during public comments.

PRESENTATIONS

2A) Presentation and discussion regarding Texas Open Meetings Act walking quorum requirements and the application of the Texas Open Meetings Act and Public Information Act to Council Member social media activity.
(L. Mueller, City Attorney)

Ms. Mueller presented this item to Council and provided an overview of Texas Open Meetings Act walking quorum requirements and the application of the Texas Open Meetings Act and Public Information Act to Council Member social media activity.

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 5:47 p.m..

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

DRAFT

AGENDA ITEM 5.B

Approval of the City Council Regular Meeting minutes from August 12, 2026.

City Council Regular Meeting Minutes

Wednesday – August 12, 2026 – 6:00 p.m.
City Council Chamber/Municipal Court Building
2801 Ranch Road 1869 Liberty Hill, Texas 78642

Presiding: Mayor Crystal Mancilla

Attending: Mayor Pro Tem Diane Williams, Council Members Elisabeth Brown, Jacquetta Thayer, Michael Helbing, and Tim Hennessy

Vacant: City Council Place 5 at the time the meeting was called to order. Lacy Scott was appointed and sworn into office during item 4A.

Also attending were City Manager Thomas Hunter, Deputy City Manager Brandon Pritchett, Executive Director of Management Services Abby Morrison, and City Secretary Beatrice Canseco.

CALL TO ORDER

Mayor Mancilla called the meeting to order at 6:00 p.m.

Mayor Mancilla delivered the invocation, and led the Pledge of Allegiance and Texas Pledge.

PUBLIC COMMENTS

The following individuals addressed the Council:

Braxton Zella spoke regarding agenda item 4J.

Jay Howard spoke regarding agenda item 4J.

Brett Marler spoke regarding transparency, accountability, and public trust related to automated license plate reader systems and regarding agenda item 4I.

DRAFT

CONSENT AGENDA

3A) Approval of the City Council Regular Meeting minutes from July 8, 2026.

3B) Approval of Ordinance No. 2026-O-015 accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including updated assessment rolls and buyer disclosures for the Liberty Parke Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

3C) Approval of Ordinance No. 2026-O-018 accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including updated assessment rolls and buyer disclosures for the Summerlyn West Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

Motion made by Mayor Pro Tem Williams to approve the Consent Agenda as presented.

Seconded by Council Member Helbing.

Motion carried unanimously (6-0).

REGULAR AGENDA

4A) Discussion and consideration of possible action on the appointment of a qualified individual to fill the unexpired term for City Council Place 5 ending May 1, 2027.
(Mayor Mancilla)

Mayor Mancilla presented this item to Council for discussion and consideration.

Motion made by Mayor Pro Tem Williams to appoint Lacy Scott to fill the unexpired term for City Council Place 5 ending May 1, 2027.

Seconded by Council Member Hennessy.

Motion carried unanimously (6-0).

Mayor Mancilla administered the oath of office to Council Member Scott, who then joined the Council at the dais.

4B) Discussion and consideration of possible action on the appointment of Council Members to serve on the Legislative Subcommittee.
(T. Hunter, City Manager)

Mr. Hunter presented this item to Council for discussion and consideration.

Motion made by Mayor Pro Tem Williams to appoint Mayor Mancilla, Mayor Pro Tem Williams, and Council Member Brown to serve on the Legislative Subcommittee.

Seconded by Council Member Thayer.

Motion carried unanimously (7-0).

4C) Discussion and consideration of possible action on a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $1,164,738.00 for professional engineering design services for the Butler Farms elevated water storage tank, and authorize the City Manager to execute the agreement.
(E. Hoeft, City Engineer)

Ms. Hoeft presented this item to Council for discussion and consideration.

Motion made by Council Member Scott to approve item 4C as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

Mayor Mancilla took a moment to recognize former Place 5 Council Member, Wade Ashley for his service to the City of Liberty Hill.

4D) Discussion and consideration of possible action on a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $389,599.00 for preliminary engineering design services related to the South Fork Wastewater Treatment Plant Improvements Project, and authorize the City Manager to execute the agreement.
(E. Hoeft, City Engineer)

Ms. Hoeft presented this item to Council for discussion and consideration.

Motion made by Mayor Pro Tem Williams to approve item 4D as presented.

Seconded by Council Member Helbing.

Motion carried unanimously (7-0).

4E) Discussion and consideration of possible action on a Professional Services Agreement with Quiddity Engineering, LLC in the amount of $268,940.00 for preliminary engineering design services related to Lift Station 12A, and authorize the City Manager to execute the agreement.
(E. Hoeft, City Engineer)

Ms. Hoeft presented this item to Council for discussion and consideration.

Motion made by Council Member Hennessy to approve item 4E as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

4F) Discussion and consideration of possible action on a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of $203,000 for preliminary engineering design services related to improvements to Lift Station 19, and authorize the City Manager to execute the agreement.
(E. Hoeft, City Engineer)

Ms. Hoeft presented this item to Council for discussion and consideration.

Motion made by Council Member Helbing to approve item 4F as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

4G) Discussion and consideration of possible action on a Professional Services Agreement with Pape-Dawson Engineers in the amount of $711,146.70 for engineering design services related to Stonewall Parkway, and authorize the City Manager to execute the agreement.
(B. Pritchett, Deputy City Manager)

Mr. Pritchett presented this item to Council for discussion and consideration.

Motion made by Council Member Thayer to approve item 4G as presented.

Seconded by Council Member Hennessy.

Motion carried unanimously (7-0).

4H) Discussion and consideration of possible action on Ordinance No. 2026-O-014 amending Article 11.04, Parking, of the Code of Ordinances to establish a no-parking zone on Holmes Road.
(B. Pritchett, Deputy City Manager)

Mr. Pritchett presented this item to Council for discussion and consideration.

Mayor Mancilla read the caption of the ordinance:
AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING THE CODE OF ORDINANCES, ARTICLE 11.04 PARKING; SECTION 11.04.005 TO ESTABLISH A "NO PARKING ZONE" ON HOLMES ROAD; PROVIDING FOR SIGNAGE, ENFORCEMENT, PENALTIES; PROVIDING FOR SEVERABILITY, REPEALER, PUBLICATION, AND AN EFFECTIVE DATE.

Motion made by Mayor Pro Tem Williams to approve item 4H as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

4I) Discussion and consideration of possible action on Ordinance No. 2026-O-013 establishing traffic regulations and speed limits on RM 1869 within the City limits of Liberty Hill.
(B. Pritchett, Deputy City Manager)

Mr. Pritchett presented this item to Council for discussion and consideration.

Mayor Pro Tem Williams read the caption of the ordinance:
AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON RM 1869 IN THE CITY LIMITS OF THE CITY OF LIBERTY HILL DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

Motion made by Mayor Pro Tem Williams to approve item 4I as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

4J) Discussion and consideration of possible action on Ordinance No. 2026-O-016 granting a solid waste collection franchise to Waste Connections and approving the related franchise agreement.
(B. Pritchett, Deputy City Manager)

Mr. Pritchett presented this item to Council for discussion and consideration.

Mayor Mancilla read the caption of the ordinance:
AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, ADDING ARTICLE 7.06 TO CHAPTER 7 HEALTH AND SANITATION; GRANTING TO WASTE CONNECTIONS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO OPERATE AND MAINTAIN TRASH AND REFUSE COLLECTION ROUTES WITHIN THE CITY OF LIBERTY HILL; EXTENDING AN EXCLUSIVE FRANCHISE FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS; EFFECTIVE DATES, SEVERABILITY, AND OTHER PROVISIONS RELATED TO THE EXTENSION OF FRANCHISE.

Motion made by Council Member Thayer to approve item 4J as presented.

Seconded by Council Member Scott.

DRAFT

Motion carried unanimously (7-0).

4K) Presentation and discussion regarding the City's 2030 Strategic Plan.
(A. Morrison, Executive Director of Management Services)

Ms. Morrison and the project consultant presented an update on the strategic planning process, community engagement, survey results, and preliminary focus areas. No action was taken.

4L) Discussion and consideration of possible action on Ordinance No. 2026-O-017 amending the Fiscal Year 2026 annual budget.
(J. Armstrong, Finance Director)

Mayor Mancilla read the caption of the ordinance:
AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING APPROPRIATIONS FOR THE SUPPORT OF CITY SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

Motion made by Mayor Pro Tem Williams to approve item 4L as presented.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

4M) 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.
(J. Armstrong, Finance Director)

Mr. Armstrong presented this item to Council for discussion and consideration. No action was taken.

4N) Discussion and consideration of possible action on proposing the City's 2026 property tax rate, taking a record vote on the proposed rate, and scheduling the public hearing and meeting to consider formal adoption of the 2026 property tax rate.

Motion made by Mayor Pro Tem Williams to propose a maximum tax rate of $0.494268 per $100 valuation for the fiscal year beginning October 1, 2026, and ending September 30, 2027; schedule the public hearing on the proposed budget and tax rate; and schedule adoption of the budget and tax rate for September 9, 2026, at 5:00 p.m. at the City Council Chamber/Municipal Court Building, 2801 Ranch Road 1869, Liberty Hill, Texas.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

CONVENE TO EXECUTIVE SESSION

At 8:59 p.m., Mayor Mancilla recessed the meeting into Executive Session.

5A) 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.

5B) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to the Advanced Water Purification Facility (AWPF) project.

5C) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to Project Gem.

RECONVENE TO REGULAR SESSION

At 9:33 p.m., Mayor Mancilla reconvened the meeting in open session.

Motion made by Council Member Scott to bring items 5B and 5C into open session.

Seconded by Council Member Brown.

Motion carried unanimously (7-0).

5B) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to the Advanced Water Purification Facility (AWPF) project.

Motion made by Council Member Hennessy to approve the agreement and property purchase as presented in Executive Session related to the Advanced Water Purification Facility project.

Seconded by Council Member Helbing.

Motion carried unanimously (7-0).

5C) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to Project Gem.

Motion made by Mayor Pro Tem Williams to approve the purchase of property for Project Gem as presented in Executive Session and the related reimbursement resolution for the purchase of property.

Seconded by Council Member Hennessy.

Motion carried unanimously (7-0).

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 9:34 p.m..

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

DRAFT

AGENDA ITEM 5.C

Approval of the City Council Regular Meeting minutes from August 26, 2026.

City Council Regular Meeting Minutes

Wednesday – August 26, 2026 – 6:00 p.m.
City Council Chamber/Municipal Court Building
2801 Ranch Road 1869 Liberty Hill, Texas 78642

Presiding: Mayor Crystal Mancilla

Attending: Mayor Pro Tem Diane Williams, Council Members Elisabeth Brown, Jacquetta Thayer, Tim Hennessy, and Lacy Scott

Absent: Council Member Helbing

Also attending were City Manager Thomas Hunter, Deputy City Manager Brandon Pritchett, Executive Director of Management Services Abby Morrison, and City Secretary Beatrice Canseco.

CALL TO ORDER

Mayor Mancilla called the meeting to order at 6:01 p.m.

Officer Joiner delivered the invocation.

Mayor Mancilla led the Pledge of Allegiance and Texas Pledge.

PRESENTATIONS

2A) Presentation of a Proclamation Recognizing Team BUNDL of Liberty Hill High School. ***(Mayor Mancilla)***

Mayor Mancilla presented a proclamation recognizing Team BUNDL of Liberty Hill High School. Steve Schiff and participating students were recognized.

PUBLIC COMMENTS

The following individuals addressed the Council:

Marc Vandament spoke regarding agenda item 5A.

Brett Marler spoke regarding agenda item 5A.

Amanda Young spoke regarding agenda items 5A and 5B.

Kristin Phillips spoke regarding agenda item 5A.

CONSENT AGENDA

4A) 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.
(T. Ventura, Court Administrator)

4B) Receipt of the Quarterly Comprehensive Plan Implementation Report for the second quarter of 2026.
(R. Claridy-Miga, Planning & Development Services Director)

Motion made by Mayor Pro Tem Williams to approve the Consent Agenda as presented.

Seconded by Council Member Hennessy.

Motion carried unanimously (6-0).

REGULAR AGENDA

5A) Presentation and discussion regarding the City's use of Flock Safety license plate recognition cameras.
(J. Ringstaff, Police Chief)

Chief Ringstaff and Ian Leslie, representative of Flock Safety, presented information regarding the City's cameras, system capabilities, data access and retention, auditing, safeguards, policy, and reported public-safety outcomes. Council discussed the item and directed staff to return on September 9, 2026, with an item for discussion and possible action. No action was taken.

5B) 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.
(L. Mueller, City Attorney)

Ms. Mueller presented this item to Council for discussion and consideration.

Mayor Mancilla read the caption of the ordinance:
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.

Mayor Mancilla opened the public hearing at 7:54 p.m. No one spoke. Mayor Mancilla closed the public hearing at 7:54 p.m.

Motion made by Mayor Pro Tem Williams to approve item 5B with the amendment stated during the meeting to Section 6.13.03(E), including an August 10, 2022, compliance date for new construction.

Seconded by Council Member Brown.

Motion carried unanimously (6-0).

5C) 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.
(R. Claridy-Miga, Planning & Development Services Director)

Ms. Claridy-Miga presented this item to Council for discussion and consideration.

Mayor Mancilla opened the public hearing at 8:02 p.m. No one spoke. Mayor Mancilla closed the public hearing at 8:02 p.m.

Motion made by Council Member Brown to postpone item 5C to the second City Council meeting in September.

Seconded by Council Member Hennessy.

Motion carried (4-2), with Mayor Pro Tem Williams and Council Member Thayer opposed.

5D) Presentation and discussion on the 2030 Strategic Plan.
(A. Morrison, Executive Director of Management Services)

Ms. Morrison and the consultant presented an update on the preferred future, proposed strategic pillars, community engagement, and next steps. Council discussed the item. No action was taken.

5E) 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.
(J. Armstrong, Finance Director)

Mr. Armstrong presented updates to the proposed budget, Capital Improvement Program, and compensation study. Council discussed the item. No action was taken.

CONVENE TO EXECUTIVE SESSION

At 9:22 p.m., Mayor Mancilla recessed the meeting into Executive Session.

6A) 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.

RECONVENE TO REGULAR SESSION

At 9:35 p.m., Mayor Mancilla reconvened the meeting in open session. No action was taken.

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 9:35 p.m..

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

DRAFT

AGENDA ITEM 5.D

Approval of a contract with Consolidated Water for wholesale water services, and authorize the City Manager to execute the agreement.

City Council Meeting Date: September 9, 2026

Requested By: Brandon Pritchett, Deputy City Manager

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Wholesale Water Contract – Consolidated Water

AGENDA ITEM WORDING:

Discuss and consideration of possible action on a contract with Consolidated Water, and authorize the City Manager to execute same.

EXECUTIVE / BACKGROUND SUMMARY:

Historically, the City of Liberty Hill had been selling wholesale water to water transport companies to provide water outside of the City's Water Certificate of Convenience of Necessity (CCN) area using a fire hydrant meter located within the City. This water was transported to residences outside of the City's CCN where private wells were utilized and were out of service. The company performing the transportation is responsible for the potability of the water before delivering it to their end user. While this has not historically created issues with the City's water system, the City's water is being delivered outside of our Water CCN and could create future problems with the Public Utility Commission (PUC) with the City providing water outside of our CCN.

In order to address this, staff have updated the policy regarding the use of fire hydrant meters to ensure they are used for their intended purpose of construction water and requiring that customers that previously utilized these meters would need to come to the City for a wholesale water contract. This ensures that the City protects our liability with the State and protects the City's liability for the ultimate end user of the water transporter. Consolidated Water is one of the customers that the City has historically worked with that utilized the City's water system to transport water to customers outside of the City's CCN. The wholesale water contract formalizes this sell of water to a third-party provider and provides clear boundaries for any future Texas Commission on Environmental Quality (TCEQ) or PUC audits. The overall water volume contained within this contract equates to the same volume that the City has provided for years to Consolidated Water. This also provides a clear term of 3 years in the contract whereas previously, a fire hydrant meter connection did not have a defined term and could be indefinite under the previous policy.

FISCAL NOTES / FINANCIAL IMPACT:

There is no additional fiscal impact to the City; however, the City will receive wholesale rates as outlined in the master fee schedule for all water used.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the agreement.

RESPONSIBLE STAFF / FOLLOW-UP:

After approval, City staff will finalize execution of the agreement and work with the purchaser to finalize wholesale take-point.

ATTACHMENTS:

Wholesale Water Agreement – Consolidated Water

WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
CONSOLIDATED WATER
AND CITY OF LIBERTY HILL

THIS WHOLESALE WATER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the Consolidated Water (the "Company"), and the CITY OF LIBERTY HILL, a home rule municipality ("the City").

RECITALS

1. The Company owns, operates and maintains a bulk water delivery company that consists of transportation facilities to transfer potable water to its customers.

2. The City is responsible for supplying potable water to the City's customers within the City's Certificate of Convenience and Necessity Boundaries described in Exhibit A attached hereto.

5. The Company intends to engage in a water services agreement to purchase wholesale water services from the City pursuant to the terms and conditions of this Agreement.

6. The City intends to install a potable water distribution system and related facilities to deliver the water delivered to the Company by the City under this Agreement and to supply potable water service to the present and future customers in the City.

7. The Company and the City now desire to execute this Agreement to evidence henceforth the agreement of the Company to purchase wholesale water service from the City under the conditions described in this Agreement.

AGREEMENT

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

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

"Agreement" means this agreement.

"Company" means the water purchaser.

"Company's Service Area" means Company's water supply service area, whether or not it is a certificated service area, and includes the service areas of entities that may receive wholesale water service from Company, as such service areas now exist or may be changed hereafter.

"Company's System" means all water treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the water system of Company, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof, as additionally described in Recital No. 1.

"Delivery Point" means the point at which the City may deliver water from the City's System for distribution to the Company. The Delivery Point is more particularly described on Exhibit B attached hereto.

"City's System" means the City's water distribution and delivery system, as described in Exhibit C, attached hereto.

"Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes Force Majeure and acts of third parties which cause the City's System to be unable to provide the water services agreed to be provided herein.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, blue northers, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

"Master Meter" means the meter located or to be located at the point at which the Company's System connects to the City's System, which points are also the Delivery Point.

"Monthly Charge" means the charge described in Section 4.05 of this Agreement.

"Reserved Quantity" means 100,000 gallons per month, which may be changed from time to time by mutual agreement of the parties, to be measured on an average daily basis over a monthly billing period, such amount being the quantity of water reserved by City for the Company and the minimum quantity of water services that the Company agrees to purchase from City hereunder.

Section 1.02. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing this Agreement.

ARTICLE II
DELIVERY OF WATER

Section 2.01. Quantity and Pressure.

a. Subject to the limitations set forth herein, the City agrees to sell to the Company all water needed and requested by the Company for the Company's Service Area in an amount not less than 5,000 gallons per month, and up to, but not in excess of a peak monthly flow rate of 100,000 gallons per month. City must make the water available at the Delivery Point at a minimum pressure of 35 psi. The parties may increase the maximum service level hereunder by entering into a written amendment of this Agreement.

b. Provision of water herein shall begin on October 1, 2026 at the established delivery point described in Exhibit B.

c. City reserves the right to require the Company, at its expense, to install flow restriction devices at the master meter location before entry into a potable water storage tank to restrict the flow of water to the Company to the rate and times agreed to herein.

Section 2.02. Water Service; Use of Water. The Company and the City agree that water provided under this Agreement is intended to provide an additional source of water to the Company during the term hereof. The Company agrees to use water provided by City under this Agreement for its customers during the term of this Agreement.

Section 2.03. Delivery Point. Water delivered by City must be delivered at the Delivery Point and at no other points. The Company must be solely responsible for conveying its water from the Delivery Point to the Company's intended place of use for the water. The Delivery Point may be changed, and a new point of delivery may be added by written agreement of Company and the City. In the event that the Delivery Point is changed or added to, the Company must pay all costs associated therewith, unless the change or addition is at City's sole request, in which event City must pay such costs.

Section 2.04. Quality of Water Delivered to Company; Information Between Parties. The water delivered by City hereunder at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the Texas Commission on Environmental Quality ("TCEQ"), or its successors, for human consumption and other domestic use. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to state and federal regulatory agencies.

ARTICLE III
METERING; ESTIMATING WATER DELIVERIES

Section 3.01. Master Water Meter. The City agrees at its expense to install, own, maintain, repair and, as necessary, replace the Master Meter. The City must read the Master Meter.

Section 3.02. Meter Accuracy; Calibration.

a. The Master Meter may be calibrated at any reasonable time by either party to this Agreement at such party's expense, provided that the party making the calibration must notify the other party at least one (1) week in advance and allow the other party to witness the calibration. Further, the Master Meter shall be tested for accuracy and, as necessary, calibrated by the City at the expense of the Company at least once each calendar year, at intervals of approximately twelve (12) months, and a report of such test shall be furnished to the Company. In the event any question arises at any time between the regular annual tests as to the accuracy of the Master Meter, then the Master Meter shall be tested promptly upon demand of either party in accordance with this Section. The expense of such test shall be borne by the requesting party if the tested meter is found to be within 2% of the acceptable test result and by the other party if the tested meter is found to not be within 2% of the acceptable test result.

b. If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of 2%), the readings of the Master Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of:

1. a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or

2. a period extending back one half of the time elapsed since the last previous test.

ARTICLE IV
CHARGES, BILLING AND FINANCIAL MATTERS

Section 4.01. Volume Rate. The Company must pay the City a volumetric rate (the "Volume Rate") for diversion, transportation and delivery of the actual amount of water delivered to the Company as measured through the Delivery Point as outlined in the City's approved master fee schedule.

Section 4.02. Billing and Payment.

a. The City shall bill the Company one time each month for the amount owed for the Volume Rate. The Volume Rate shall be multiplied by the actual amount of water delivered by the City to the Company for the previous billing cycle determined by the readings by the City at the Master Meter. Each bill submitted to the Company must be paid to the City at 926 Main Street, Liberty Hill, TX

78642, by check or bank wire transfer on or before thirty (30) days from, the date of the invoice.

b. If the Company disputes its obligation to pay any or all of the amount stated in any invoice or notice from City, the Company must pay the disputed amount to the City, and notify the City within thirty (30) days of such payment that some or all of the amount paid is being paid under protest. After City receives notice from the Company that an amount is being paid under protest, Company and the City shall resolve any amount that is the subject of a bona fide dispute in accordance with the dispute resolution procedures in Section 8.07 herein.

ARTICLE V
Construction, Operation and Maintenance

Section 5.01. Construction of Distribution System. The City, at its own cost and expense, must provide a potable water system and all related facilities to receive the water delivered by the City and supply potable water to the customers within the Company's Service Area to the Delivery Point. The City shall build all infrastructure from its water source to the Delivery Point at its own expense.

Section 5.02. Construction of Chart Metering Device. Not later than ninety (90) days following execution of this Agreement by the parties, the City agrees to install at the Delivery Point SCADA equipment capable of recording and measuring the times during which the Company receives water from the City at the Delivery Point and the quantity of water received by the Company at such times.

Section 5.03. Rights and Responsibilities in Event of Leaks or Breaks. The Company must be responsible for paying for all water delivered to it under this Agreement at the Delivery Point regardless of the fact that such water passed through the Delivery Points as a result of leaks or breaks in the Company's System. In the event a leak, break, rupture or other defect occurs within the City's System, including the meters, that could either endanger or contaminate the City's System or prejudice the City's ability to provide water service to its other customers, the City, after providing reasonable notice to the Company and opportunity for consultation, may take whatever actions the City reasonably considers appropriate to protect the public health and welfare, the City's System and the water systems of the City's customers including, without limitation, the right to restrict, valve off or discontinue service to the City until such leak, break, rupture or other defect has been repaired.

ARTICLE VI
TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE

Section 6.01. Term; Extensions. This Agreement shall be effective from the date of due execution by the authorized representatives of the Company and the City and shall continue in effect for a period of three (3) years, unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the parties in writing.

Section 6.02. Termination.

Without prejudice to any provisions hereof setting forth terms for automatic expiration or expiration in the event of a default by the City, this Agreement may also be terminated by mutual agreement of the parties.

Section 6.03. Default.

a. In the event the Company defaults in the payment of any amounts due the City under this Agreement or in the performance of any material obligation to be performed by the Company under this Agreement, the City shall have the right to temporarily limit water services to the Company under this Agreement until such default is cured by the Company. Before exercising this right, the City must give the Company ten (10) days written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after the City gives the Company the aforesaid written notice of default, for a period of (i) twenty (20) days in the event of a monetary default or (ii) fifteen (15) days in the event of a non-monetary default, then the City shall have the right to permanently restrict water services to the Company under this Agreement to a level commensurate with the financial or operational impact on the City resulting from such default and/or require the Company to stop making new retail connections to the Company's system.

b. In the event the City shall default in the performance of any material obligation to be performed by the City under this Agreement, then the Company, after having given the City thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by the City including receipt of the escrow amount described herein.

Section 6.04. Additional Remedies Upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and shall be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone, the City agrees, in the event of any default on its part, that the Company shall have available to it the equitable remedies of

mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Records. The Company and the City each agree to preserve, for a period of at least five (5) years from the date of their preparation or production, all books, records, test data, charts and other records pertaining to this Agreement. The Company and the City shall each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.02. Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

Section 7.03. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

Section 7.04. Entire Agreement; Modifications. This Agreement constitutes the sole agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written. This Agreement shall be subject to change or modification only with the mutual written consent of the Company and the City.

Section 7.05. Addresses and Notices. Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of the Company and the City are as follows:

The Company:

Consolidated Water
Attn: Chris Bostic
711 S. Water St.
Burnet, TX 78611
cbostic@cwater.us

The City:

City of Liberty Hill
Attn: City Manager
926 Main Street
Liberty Hill, Texas 78642
(512) 778-5449
citymanager@libertyhilltx.gov

Section 7.06. Assignability; Successors Rights. This Agreement may not be assigned by either party to any other entity without the express written consent of the other party, which consent

shall not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the parties hereto.

Section 7.07. Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party shall act in good faith and shall at all times deal fairly with the other party.

Section 7.08. Interpretation.

a. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.

b. This Agreement shall not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services. Services provided are not exclusive to the City and may be provided to others at the sole discretion of Company consistent with the terms of this Agreement.

c. This Agreement has been authored jointly by the parties hereto, and neither this Agreement as a whole nor any term or provision hereof shall be construed as having been authored by or at the sole direction of either party.

Section 7.09. Titles and Headings. The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 7.10. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and

it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 7.11. Governing Law; Venue. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Williamson County, Texas shall be the place of venue for suit hereon.

Section 7.12. Authority of Parties Executing Agreement. By their execution hereof each of the undersigned parties represents and warrants to the other party to this document that he or she has the authority to execute the document in the capacity shown on this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect this _____ day of _____, 2026.

CONSOLIDATED WATER

BY: _____
Chris Bostic, Owner

CITY OF LIBERTY HILL

BY: _____
Crystal Mancilla, Mayor

EXHIBIT A

CITY'S SERVICE BOUNDARIES

CCN - Liberty Hill

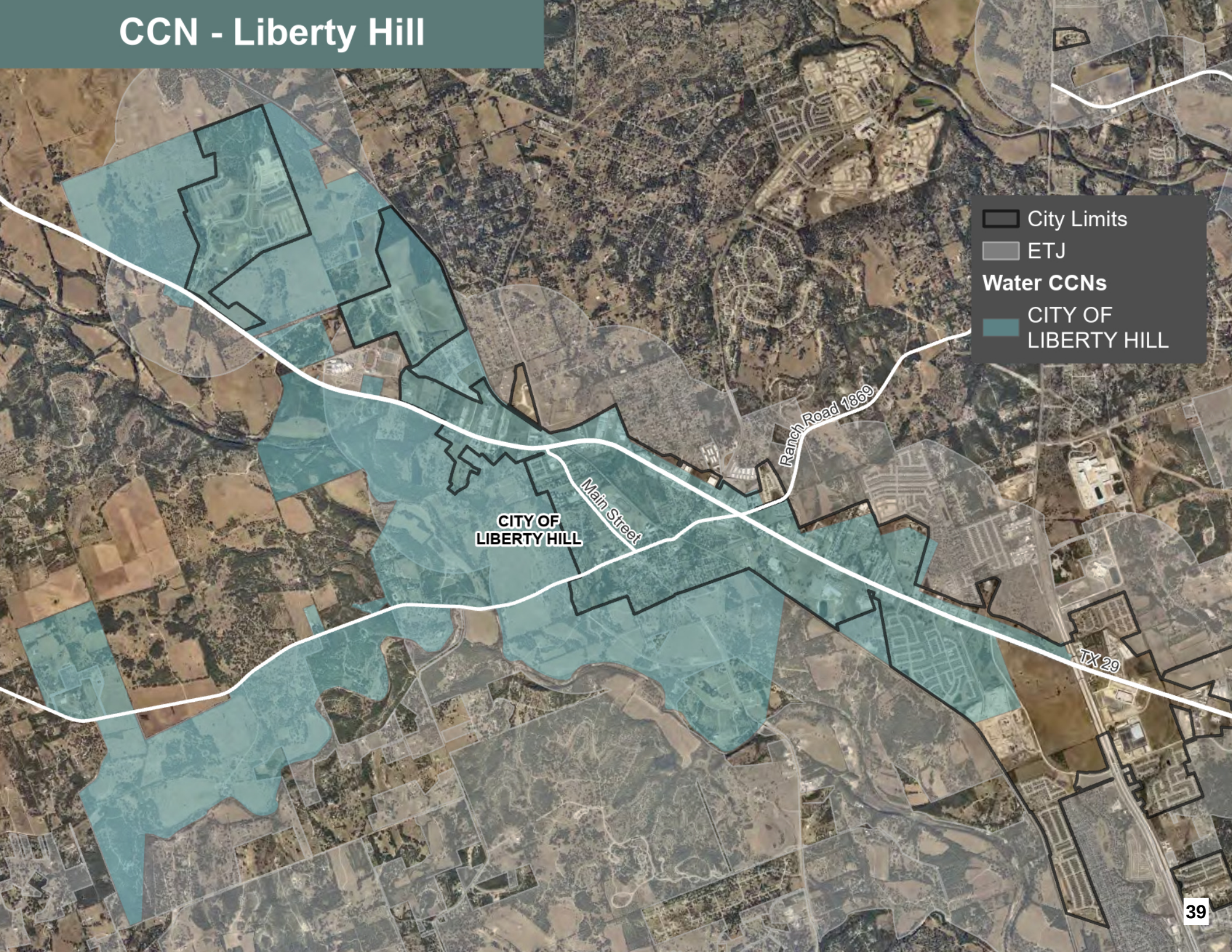


EXHIBIT B

DELIVERY POINT

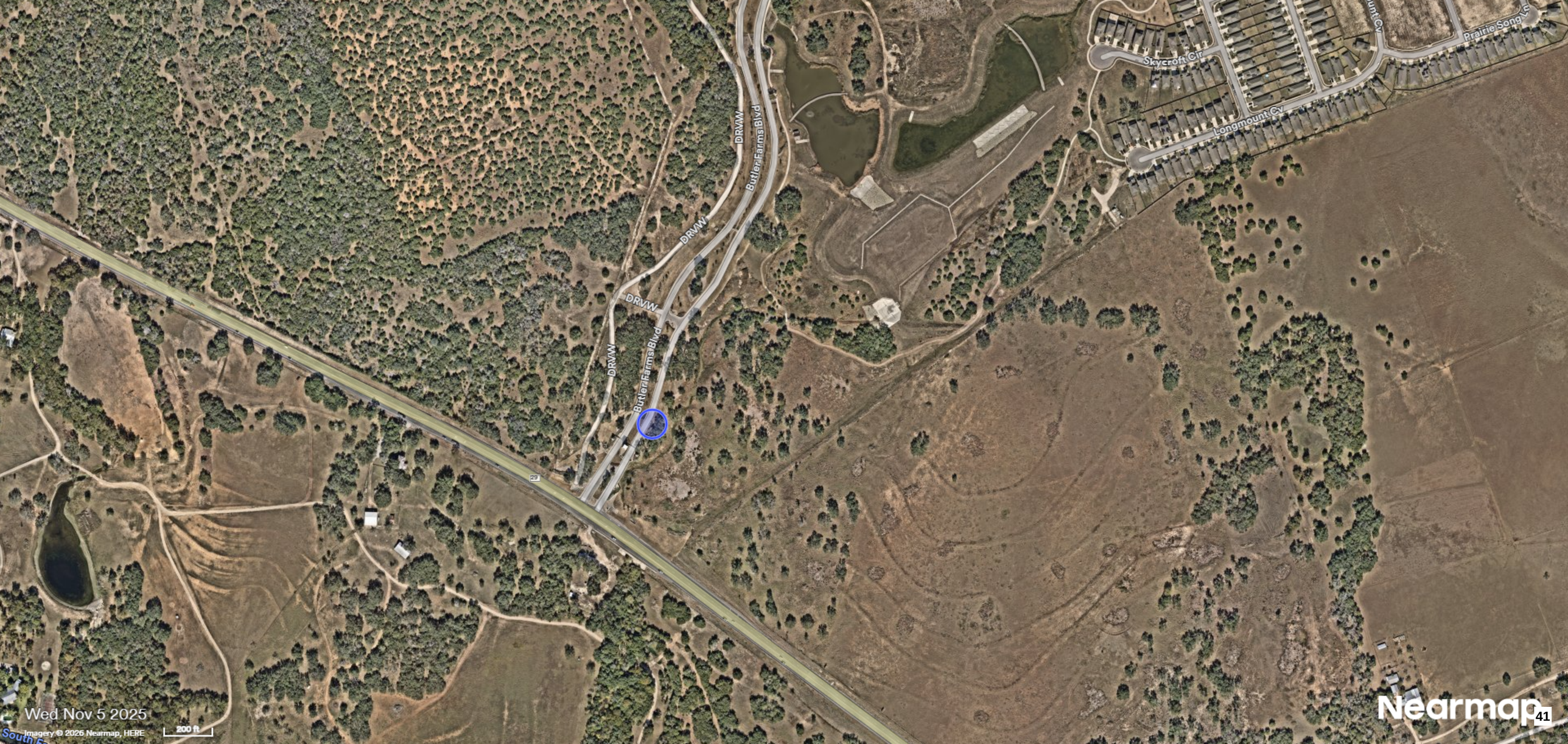

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Skycroft Cir
Longmount Cv
Prairie Song Ln
Wed Nov 5 2025
Imagery © 2026 Nearmap, HERE
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EXHIBIT C

CITY'S SYSTEM

Waterlines - Liberty Hill



AGENDA ITEM 5.E

Approval of an Interlocal Agreement with Williamson County in the amount of $36,966 for updating the City's Atlas 14 map, and authorize the City Manager to execute the agreement.

City Council Meeting Date: September 9, 2026

Requested By: Brandon Pritchett, Deputy City Manager

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Interlocal Agreement – Atlas 14 Map Update – Williamson County

AGENDA ITEM WORDING:

Discuss and consideration of possible action on an Interlocal Agreement (ILA) with Williamson County in the amount of $36,966 for updating the City's Atlas 14 map, and authorizing the City Manager to execute the same.

EXECUTIVE / BACKGROUND SUMMARY:

Williamson County is currently working to contract with a floodplain modeling consultant to update the Atlas 14 map within the unincorporated areas of Williamson County. As part of this update, the City requested to participate to ensure that our Atlas 14 boundaries are as accurate as possible for new development that has been constructed within the City limits within the past 4 years to account for new impervious cover within the City.

The City requested from the County to look at new development within the Butler Farms community, along SH29 northeast of Downtown, and along the US183 corridor where the City has seen commercial developments take shape. Each of these areas consist of both increased impervious cover and/or have existing floodplains within their boundaries. This updated Atlas 14 map allows for the City team to confirm where these new boundaries are to ensure that any new developments incorporate them into their site plans. This ensures that new developments are not constructing within the floodplain which allows the City to minimize our residents' needs to acquire elevated levels of flood insurance for their property.

FISCAL NOTES / FINANCIAL IMPACT:

The overall cost of this study to the City is $36,966 which would be paid for through either General Fund reserves or through budget savings given the cost would be split between FY2026 and FY2027's budgets.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the ILA.

RESPONSIBLE STAFF / FOLLOW-UP:

After approval, City staff will finalize execution of the agreement and work with Williamson County to update the study. After completion, the study data will be incorporated into the City's Geographical Information Systems (GIS) mapping software.

ATTACHMENTS:

Williamson County – ILA – Atlas 14 Update

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF LIBERTY HILL, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE UPDATING OF ATLAS 14 MODELS WITH LIDAR SURVEY DATA

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Liberty Hill, Texas ("**City or Liberty Hill**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas ("**County**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of obtaining 2024 LiDAR topographic data to complete updates to the County's Atlas 14 Hydrologic and Hydraulic Modeling and Mapping Study ("County Project") to incorporate 2024 LiDAR topography and land use data within city limits.

WHEREAS, the City desires to cooperate with the County to facilitate the development of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the completion of the County Project.

II.
COMPLETION OF COUNTY PROJECT

2.01 Completion of County Project. The County shall be responsible for contracting with a consulting firm ("Consultant") regarding the engineering and analysis for updates to the County Project to incorporate 2024 LiDAR topography and land use data to hydrologic and hydraulic models within city limits. The County Project will be considered complete when all final deliverables are reviewed and accepted by the County, including updated hydrologic models, hydraulic models, spatial data, mapping, relevant backup data, and reports.

2.02 Project Costs. The County shall be responsible for all costs associated with the preliminary and final analysis, modeling, mapping, reporting, project management, and all other costs related to the County Project ("Project Cost").

2.03 Documentation. The County shall provide the City with hydraulic updates that will consist of modeling and mapping refinements to impacted watersheds associated with the affected jurisdiction, including the following:

Documentation (Study Area):

(a) Prepare an existing condition addendum memorandum documenting the updated existing condition study approach, data collection, hydrologic analysis, hydraulic analysis, and modeling results.

(b) Prepare supporting digital information, including computation spreadsheets, hydrologic models, hydraulic models, and supporting geospatial data. A digital copy of the memorandum will also be provided.

Deliverables:

(c) Draft existing condition addendum memorandum submittal describing the methods, assumptions, and results of the study area, including supporting information, models, and GIS datasets.

(d) Final existing condition addendum memorandum with reconciled independent QA/QC comments.

Ownership:

(e) Upon completion of the County Project and fulfillment of the Parties' respective obligations described in this Agreement, both parties will have full ownership of the County Project data and deliverables described therein.

III.
CITY OBLIGATIONS

3.01 City Payment. The City shall pay the County for the County Project in an amount not to exceed THIRTY SIX THOUSAND NINE HUNDRED AND SIXTY-SIX AND NO/100 DOLLARS ($36,966.00) for the engineering and analysis for updates to the County Project to incorporate 2024 LiDAR topography and land use data to hydrologic and hydraulic models within city limits (together "City Participation Amount"). Any change orders or additional work requested by the City beyond that described herein as the County Project shall be provided for by separate agreement. The County shall not be responsible for any additional analysis, design costs, construction costs, delay costs, consequential damages, or any other costs. The County will submit reimbursement requests up to the City Participation Amount using the following payment schedule: 50% upon full execution of the Agreement between the City and the County, and 50% upon completion of the County Project. The City shall pay the County's written reimbursement request within thirty (30) days of receipt of the same.

3.02 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue on the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.03 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT TO THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and the City's acceptance and adoption of the Deliverables described in Section 2.03 of this Agreement.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LIBERTY HILL: Thomas Hunter
City Manager, City of Liberty Hill
926 Main Street
Liberty Hill, Texas 78642
thunter@libertyhilltx.gov

COUNTY: 1848 Texas Trail
Georgetown, Texas 78626
Attn: Steven Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF LIBERTY HILL, TEXAS

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by _____ as _____ of the City of Liberty Hill, Texas, on behalf of said City.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

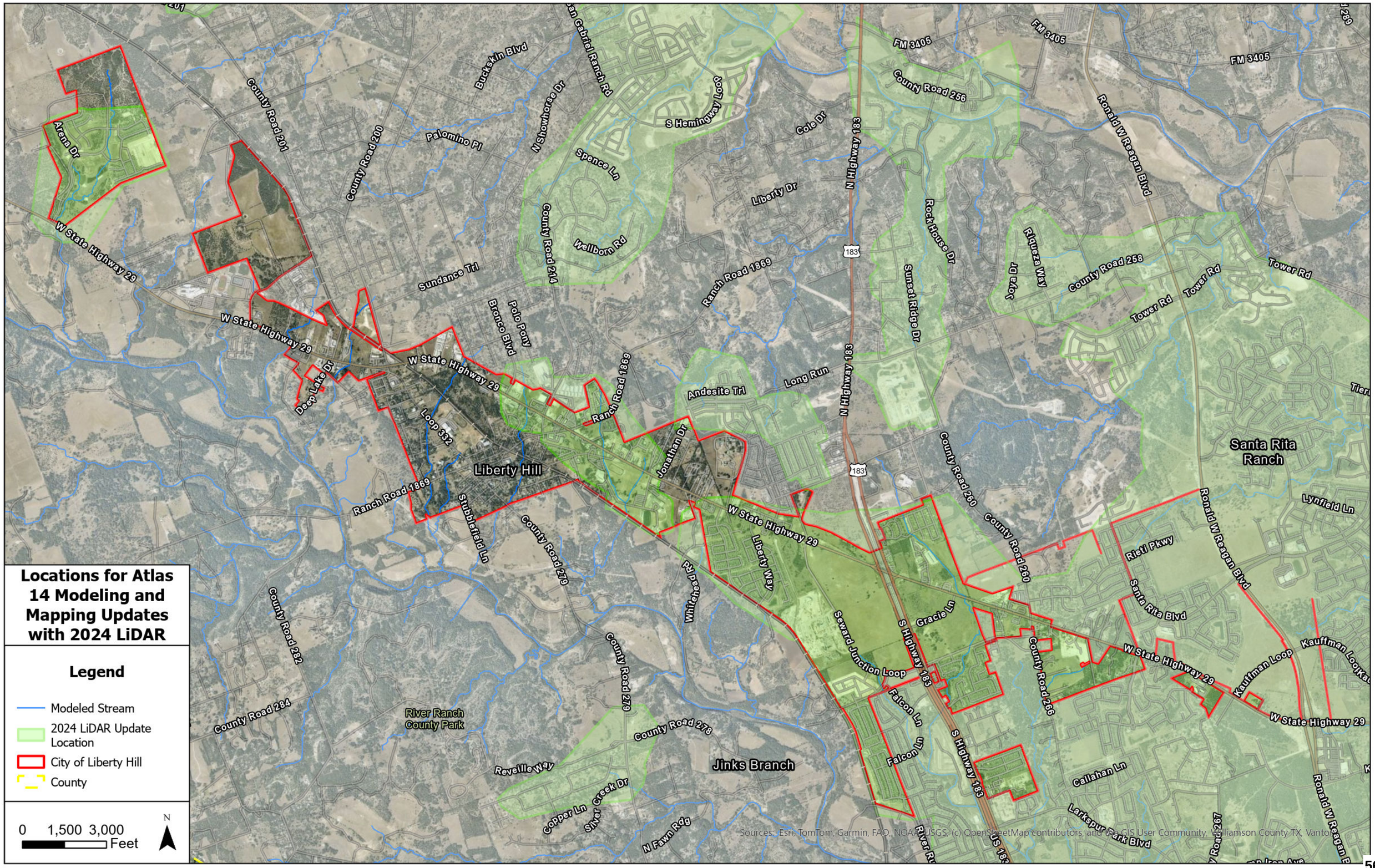
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

9.


Locations for Atlas 14 Modeling and Mapping Updates with 2024 LiDAR
Legend
Modeled Stream
2024 LiDAR Update Location
City of Liberty Hill
County
0 1,500 3,000
Feet
N
Liberty Hill
River Ranch County Park
Jinks Branch
Santa Rita Ranch
Arena Dr
W State Highway 29
County Road 201
Buckskin Blvd
County Road 200
Palomino Pl
N Showhorse Dr
San Gabriel Ranch Rd
S Hemingway Loop
Spence Ln
County Road 214
Wellborn Rd
Sundance Trl
Bronco Blvd
Polo Pony
Deep Lake Dr
Loop 332
Ranch Road 1869
Stubblefield Ln
Jonathan Dr
Andesite Trl
Long Run
Cole Dr
Liberty Dr
N Highway 183
FM 3405
County Road 256
Rock House Dr
Sunset Ridge Dr
Ronald W Reagan Blvd
Joya Dr
Riqueza Way
County Road 258
Tower Rd
Tier
Lynfield Ln
County Road 260
Rieti Pkwy
Santa Rita Blvd
Kauffman Loop
Gracie Ln
Seward Junction Loop
Liberty Way
Whitehead Rd
County Road 279
County Road 278
County Road 282
County Road 284
Reveille Way
Copper Ln
Silver Creek Dr
N Fawn Rdg
Falcon Ln
Callahan Ln
Larkspur Park Blvd
County Road 286
S Highway 183
US 183
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Williamson County TX, Vanto

AGENDA ITEM 5.F

Acceptance of a Special Warranty Deed from 6600 CR 277 Investments, LLC conveying approximately 53.836 acres to the City of Liberty Hill for City parkland purposes, and authorize the City Manager to execute any documents necessary for acceptance and recording of the deed.

City Council Meeting Date: September 9, 2026

Requested By: Richard Fibish, Parks and Recreation Director

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Resolution

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Acceptance of Special Warranty Deed – Mansions Parkland Dedication (53.836 Acres)

AGENDA ITEM WORDING:

Consider and possible action to accept a Special Warranty Deed from 6600 CR 277 Investments, LLC conveying approximately 53.836 acres to the City of Liberty Hill for City parkland purposes and authorizing the City Manager to execute any necessary documents associated with the acceptance and recording of the deed.

EXECUTIVE / BACKGROUND SUMMARY:

6600 CR 277 Investments, LLC is conveying approximately 53.836 acres of land in Williamson County to the City of Liberty Hill through a Special Warranty Deed for parkland dedication. The deed restricts use of the property to City Parkland and conveys the property, together with associated rights and appurtenances, to the City. Council acceptance will allow the City to complete execution and recording of the deed in the Williamson County real property records.

FISCAL NOTES / FINANCIAL IMPACT:

The deed states consideration of $10.00 and other good and valuable consideration. No City purchase expenditure is identified beyond the stated nominal consideration. The deed provides that the City assumes prorated 2026 taxes for the period after conveyance and certain subsequent assessments, if applicable. Future maintenance or development costs for the parkland are not included in this action and would be addressed separately through the City budget and capital planning process.

CITY ATTORNEY REVIEW (IF APPLICABLE):

City Attorney has reviewed the Deed and has approved its form. However, a final title review should occur prior to closing.

RESPONSIBLE STAFF / FOLLOW-UP:

Parks and Recreation will coordinate with the City Attorney and City Secretary to finalize execution and recording of the deed. Future planning, maintenance, or development of the property will be brought forward separately as needed through the City's budget, master planning, and capital improvement processes.

ATTACHMENTS:

1. Special Warranty Deed – Parkland Dedication (53.836 acres)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

Grantor: 6600 CR 277 Investments, LLC, a Nevada limited liability company ("Grantor")

Grantor's Mailing Address:

680 Nye Lane, Suite 201 – Z156
Carson City, Nevada 89703

Grantee: City of Liberty Hill, a Home Rule Municipality in Williamson County, Texas

Grantee's Mailing Address:

926 Main Street
Liberty Hill, Texas 78642

Consideration: Ten Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

53.836 acres of land, more or less, in Williamson County, Texas, being described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

This conveyance of the Property is made and accepted subject to the following (the "Permitted Exceptions"): (i) the Restrictions hereinafter set forth; and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances

of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and prorated taxes for 2026 for the period after the date of this conveyance, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Restrictions:

The Property is conveyed to Grantee to be used only for the following purposes: City Parkland.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the appearance and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and adjoining owners of land having a common boundary with the Property ("Affected Property Owners"), who are affected by the appearance and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

Grantor, for the Consideration and subject to the Restrictions and Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, dedicates, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Restrictions and Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES EXCEPT GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH HEREIN. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE

TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

[Signature Page Follow]

EXECUTED to be effective as of _____ , 2026.

GRANTOR: 6600 CR 277 Investments, LLC,
a Nevada limited liability company

By: 6600 CRI, L.P.,
a Nevada limited partnership,
its sole member and manager

By: 6600 CRI-GenPar, L.P.,
a Nevada limited partnership,
its general partner

By: 6600 CRI GP, LLC,
a Nevada limited liability company,
its general partner

_____
James Hiles
President

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____ , 2026, by James Hiles, President of 6600 CRI GP, LLC, the general partner of 6600 CRI-GenPar, L.P., which is the general partner 6600 CRI, L.P., which is the sole member and manager of 6600 CR 277 Investments, LLC, on behalf of said entities and as said entities' duly authorized act, for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of _____, 2026.

_____
Notary Public, State of Texas

My commission expires:_____

AGENDA ITEM 5.G

Approval of an updated agreement with Judge Kevin Madison establishing compensation and a two-year term beginning October 1, 2026, and reappointment of Judge Madison as Municipal Court Judge for the City of Liberty Hill Municipal Court of Record.

City Council Meeting Date: September 9, 2026

Requested By: Abby Morrison, Executive Director of Management Services

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Approval of an updated agreement with Judge Kevin Madison

AGENDA ITEM WORDING:

Approval of an updated agreement with Judge Kevin Madison setting compensation and reappointment of Judge Madison as municipal court judge for a two-year term for the City of Liberty Hill Municipal Court of Record.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed item requests approval of a revised contract for Municipal Judge Kevin Madison, updating both the term and compensation. The primary purpose of the amendment is to adjust the Judge's annual compensation from $38,000 to $47,300 to remain competitive with comparable surrounding cities.

During the contract review process, it was also determined that revisions were needed to align the agreement with the requirements of a Home Rule City. The updated contract reflects a two-year term consistent with Home Rule provisions. Because the term is being revised, Council action is required to reappoint Judge Madison under the updated agreement.

The revised agreement is proposed to take effect October 1, 2026, and continue through September 30, 2028. This effective date coincides with the start of the new fiscal year and the availability of funding for the adjusted compensation.

FISCAL NOTES / FINANCIAL IMPACT:

The updated contract amount is proposed in the FY2027 budget.

CITY ATTORNEY REVIEW (IF APPLICABLE):

City attorney reviewed and approved the contract on August 26, 2026.

RESPONSIBLE STAFF / FOLLOW-UP:

N/A

ATTACHMENTS:

Proposed Contract

CITY OF LIBERTY HILL
CONTRACT FOR
PROFESSIONAL JUDICIAL SERVICES

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Contract for Professional Judicial Services ("Agreement") is made and entered into on the date last signed below, by and between the City of Liberty Hill, Texas, a Texas municipal corporation located in Williamson County, Texas ("City") and Kevin R. Madison ("Judge"). The City and the Judge, hereafter collectively referred to as the "Parties", hereby make and enter into the following agreement:

WHEREAS, the Parties entered into that certain Employment Agreement dated June 19, 2020, appointing Kevin R. Madison the Municipal Court Judge for Liberty Hill ("Prior Agreement"); and

WHEREAS, the Judge's term under the Prior Agreement is for two years as required under Section 2.08.003(b) of the City of Liberty Hill Code of Ordinances; and

WHEREAS, the Prior Agreement also automatically renews if not terminated or renewed within ninety days of the end of the term; and

WHEREAS, the City wishes for the Judge to continue to act as Municipal Court Judge for Liberty Hill's Municipal Court of Record.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby confessed and acknowledged, the Parties agree as follows:

ARTICLE I
Contingency

This entire Agreement is expressly contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement, the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Judge. The City's decision as to whether sufficient appropriations are available shall be accepted by the Judge and shall be final.

ARTICLE II
Appointment and Term

2.01 **Appointment.** The City hereby appoints the Judge as the Municipal Court Judge, with the duties of presiding over the Liberty Hill Municipal Court of Record No. 1, as further described in Article III herein. This Agreement details the terms and condition of such appointment.

2.02 **Term.** This Agreement shall apply to the current term of office, beginning on October 1, 2026 and ending on the 30th day of September, 2028, unless sooner removed by the City Council as allowed by law.

2.03 **Termination.** This Agreement may be terminated before the expiration of the term as specified in Section 2.02. The termination or removal of the Judge must be in conformity with state law and the city charter.

ARTICLE III
Scope of Services

3.01 **In General.** The Judge agrees to preside over the municipal court dockets, which shall include plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City.

3.02 **Docket Schedule.** The Judge shall establish the times and days for the court dockets and retains full authority to change the same from time to time. The Judge shall perform the services required herein at the dockets so established and to which he may be scheduled. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge or any other Judge with jurisdiction to perform these duties on behalf of the City.

3.03 Magistrate/Arraignment/Warrant Duties. The Judge shall perform magistrate, arraignment and warrant duties related to individuals held in any City holding facility and as otherwise required. Such duties shall be performed on an as-needed basis but in all cases these duties shall be completed as described below.

Should the services outlined in this section be required the Judge shall complete such services in a timely manner, within the constraints required by the law. If the Judge is unavailable to complete these services it shall be the duty of the Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge, then any other Judge with jurisdiction to perform these duties on behalf of the City.

3.04 **Administration.** The Judge shall consult with City employees concerning the court operation, and arrange for special court setting as necessitated by circumstances.

3.05 **Efficiency of Court.** The Judge shall consult and cooperate with the City Administrator or their designee, the City's prosecutor, and municipal court clerks as to operational methods and procedures, and on efforts to improve the operations of the Municipal Court, all with the goal of promoting speedy and efficient justice within the Liberty Hill Municipal Court system.

3.06 **No Supervisory Capacity.** The Judge acknowledges that the clerks of the Municipal Court are supervised by the City Administrator as City administrative employees, and that the City Prosecutor is either the City Attorney or supervised by the City Attorney. The Judge does not serve in a supervisory role as to any of these or other employees of the City except with regard to judicial procedures of the court. However, he shall consult with the appropriate department head or City Administrator concerning needed improvements or problems that come to his attention through his service as Judge of the Liberty Hill Municipal Court of Record No. 1.

3.07 **Reports.** The Judge, at such times and in such forms as the City Council or City Administrator may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

ARTICLE IV
Compensation

4.01 **Compensation.** The City, for and in consideration of the services provided by the Judge, does hereby agree to pay to the Judge an annual salary of FORTY-SEVEN THOUSAND and THREE HUNDRED 00/100 U.S. Dollars ($47,300.00) per year to be paid at the regular pay periods as employees with the City of Liberty Hill. The Judge will not be eligible for health benefits or participation in the City's retirement plans. The Judge will not be paid hourly fees or be reimbursed for mileage.

4.02 **Independent Contractor.** It is agreed between the Parties that since the Judge's position is an independent, appointed, part-time professional position, he is an independent contractor, not an employee of the City, and the foregoing constitutes all the benefits and other forms of compensation paid to the Judge for the services required herein.

ARTICLE V
Miscellaneous

5.01 **Training.** The Judge must complete the minimum number of hours of instruction annually in the performance of the duties of a Municipal Court Judge as required by the laws of the State of Texas and any applicable rule or statute. The Judge shall ensure that official copies of records documenting such training shall be kept on file with the City at all times. The Judge shall provide proof of current certification from the State Bar each October.

5.02 **Limitation on Law Practice.** The Judge agrees that he shall not engage in the practice of law in an adversarial capacity before the City Council of the City of Liberty Hill, before any of its courts, agencies, boards or commissions, or in any other court or administrative proceeding involving the City during his tenure in office.

5.03 **Conflicts.** The Judge shall refrain from any activity or employment that might place him in a position of conflict of interest with his duties for the City.

5.04 **Amendments.** This Agreement may not be altered, changed or amended except by instrument in writing executed by the Parties. The City may, from time to time, request changes in the scope of work and time of performance for the services of the Judge to be performed hereunder; however, to be effective, such changes, including any increase or decrease in the amount of the Judge's compensation, which are mutually agreed upon by and between the City and the Judge, shall be incorporated in written amendments to this Agreement.

5.05 **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

5.06 **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the

remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

5.07 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

City:
The City of Liberty Hill
Attention: Thomas Hunter, City Manager
Address: 926 Main Street
Liberty Hill, Texas 78642
thunter@libertyhilltx.gov

Judge:
Kevin R. Madison
Address: P.O. Box 4930
Lago Vista, Texas 78645-0009

With Copies To:
City of Liberty Hill
Attention: Laura Mueller, City Attorney
926 Main Street
P.O. Box 1920
Liberty Hill, TX 78642
lmueller@libertyhilltx.gov

5.08 Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

5.09 Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

5.10 No Assignment. The Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

5.11 Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

5.12 Choice of Law and Venue. This Agreement is performed and performable in Williamson County, Texas, and is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.

5.13 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested

Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following URL: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.14 Boycotts and Foreign Business Engagements. To the extent required by law, the Consultant represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Consultant, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Consultant, boycotts Israel. The Consultant agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Consultant, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Consultant, will boycott Israel during the term of this Indenture. The terms "boycotts Israel" and "boycott Israel" as used in this clause (A) has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code. In addition, the Consultant represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Consultant, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

5.15 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.16 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

5.17 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

5.18 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Judge and the City only.

5.19 Ambiguity. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this 9th day of September.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this 9th day of September.

CITY OF LIBERTY HILL:

Thomas Hunter, City Manager

JUDGE:

Judge Kevin R Madison

Kevin R. Madison, Judge

ATTEST:

Beatrice Canseco, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, on this day personally appeared Kevin R. Madison, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public in and for the State of Texas

AGENDA ITEM 5.H

Approval of Resolution No. 2026-R-018, authorizing the creation of an employee benefit trust.

City Council Meeting Date: September 9, 2026

Requested By: Josh Armstrong, Finance Director

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Resolution

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Establishment of Employee Benefit Trust

AGENDA ITEM WORDING:

Approval of Resolution No. 2026-R-018, authorizing the creation of an employee benefit trust.

EXECUTIVE / BACKGROUND SUMMARY:

The City is switching Health Insurance providers at the beginning of the new 2026-2027 fiscal year. Our previous provider utilized a third-party to manage and administer the City's funds related to health benefits. Our new provider does not provide this service.

The establishment of a benefit trust is a legal fund designed to safely hold and manage money for health insurance and other related expenses such as Health Savings Accounts (HSA) and Flexible Spending Accounts (FSA).

Trust Members will be the City Manager, Human Resources Director, Finance Director, and Controller.

FISCAL NOTES / FINANCIAL IMPACT:

The overall fiscal impact of the trust account is minimal, and the funds to be placed in the fund correspond to the budgeted expenses for health insurance.

CITY ATTORNEY REVIEW (IF APPLICABLE):

City Attorney has reviewed.

RESPONSIBLE STAFF / FOLLOW-UP:

Finance staff will complete the administrative paperwork and create trust bank accounts with City's depository.

ATTACHMENTS:

Resolution # 2026-R-018

CITY OF LIBERTY HILL, TEXAS

RESOLUTION NO. 2026-R-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, AUTHORIZING THE CREATION OF AN EMPLOYEE BENEFIT TRUST; DESIGNATING ALL MEMBERS OF THE TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, RETIREES, AND THEIR DEPENDENTS; REPEALING ANY EMPLOYEE BENEFIT TRUST PREVIOUSLY ESTABLISHED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Liberty Hill, Texas (the "City") provides or offers various employee benefits to its employees, including but not limited to health, dental, vision, life insurance, short-term disability, long-term disability; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorized the exemption of such premiums and revenues from taxation, provided that the municipality establishes and maintains the funds under the ownership and control of a single, non-profit trust; and

WHEREAS, the Mayor and City Council of the City find it to be in the public interest to authorize the creation of an Employee Benefit Trust for the reasons provided herein.

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

SECTION 1. The Mayor and City Council hereby authorizes creation of an Employee Benefits Trust, authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, retirees, and their dependents, all of which is pursuant to the Declaration of Trust attached as Exhibit "A."

SECTION 2. All provisions of any resolution of the City of Liberty Hill, Texas in conflict with the provisions of this resolution be, and are hereby repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3. All prior employee benefit trusts created and amended, are hereby repealed.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall become effective on September 9, 2026.

PASSED AND APPROVED THIS THE 9TH DAY OF SEPTEMBER 2026.

CITY OF LIBERTY HILL, TEXAS

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

AGENDA ITEM 5.I

Approval of the proposal from Absolute Demolition for the demolition of structures located at 202 Myrtle in the amount of $39,347.

City Council Meeting Date: September 9, 2026

Requested By: Thomas Hunter, City Manager

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Proposed demolition of Project Vintage (202 Myrtle)

AGENDA ITEM WORDING:

Approve the proposal from Absolute Demolition for the demolition of structures located at 202 Myrtle in the amount of $39,347.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed agenda item requests approval to demolish the building located at 202 Myrtle Street (Project Vintage).

Following Council's disapproval of the item on March 25, 2026, the proposal has been revised to reduce the contingency amount to 10%. All other components of the proposal remain unchanged, including demolition and disposal of the structures for $29,425. The proposal also includes recommended alternates for utility removal, site protection, and related work totaling $6,345. With the revised 10% contingency, the total project cost is $39,347.

This item was approved by the Economic Development Corporation Board.

FISCAL NOTES / FINANCIAL IMPACT:

Funding for this item is included in the EDC budget.

CITY ATTORNEY REVIEW (IF APPLICABLE):

N/A

RESPONSIBLE STAFF / FOLLOW-UP:

The City Manager's Office will manage and ensure completion of the project.

ATTACHMENTS:

Absolute Demolition Quote

ABSOLUTE DEMOLITION

AUSTIN (512) 515-0705
SAN ANTONIO (210) 220-1989

Locally Operated
Statewide Strong

PO BOX 789
CEDAR PARK, TX 78630-0789
fax - 512-515-0706

Proposal

August 12, 2026

ATTENTION: Shea Johnson
PHONE: 817-709-8912
EMAIL: shea@thekimgroup.com

PROJECT:
House Demolition
202 W Myrtle
Liberty Hill,TX

bidh-81226-Shea-Myrtle-01

DEMOLITION SCOPE:

- Demolition/disposal of single family home
- Demolition/disposal of attached garage/car port
- Demolition/disposal of concrete slabs/driveways to approach & sidewalks
- Included removal of up to 2' below existing grade.

*** **This price includes dumpsters**

BASE BID:

- Twenty nine thousand four hundred twenty five dollars **$29,425**

EXCLUSIONS:

- Enviromental remediation, fill material, site/ silt fence,tree protection, plumbing disconnect permit, demo permit, conditions of lawn/ driveway, any salvage for reuse, debris for others, sales tax.

ALTERNATE:

Plumbing cut and cap	**$1,100**
Freon recovery/removal (per ac)	**$750**
Removal of trees/vegetation as requested(per box)	**$800**
Provide silt fencing if required	
Provide protection(fencing, t-post, etc.) for trees, per tree	**$1,200**
Removal of septic system	**$1,895**
Provide mulch per 10 yards	**$600**

All salvage is to be property of Absolute Demolition

Please contact Peyton Hill at 737-808-5860 for questions about this bid

AUTHORIZED SIGNATURE:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate.

This proposal may be withdrawn if not accepted in thirty (30) days.

AGENDA ITEM 6.A

Discussion and consideration of possible action regarding the City's use of Flock Safety license plate recognition cameras.

AGENDA ITEM 6.B

Discussion and consideration of possible action on a Professional Services Agreement with Lochner, An Egis Company, in the amount of $842,075.93 for professional engineering services associated with the AC Waterline Replacement (Downtown Water Line Upgrades), and authorize the City Manager to execute the agreement.

City Council Meeting Date: September 9, 2026

Requested By: Elizabeth Hoeft, City Engineer

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discuss and consider action to approve a Professional Services Agreement with Lochner, An Egis Company in the amount of $842,075.93 for professional engineering services associated with the proposed AC Waterline Replacement (Downtown Water Line Upgrades), and authorizing the City Manager to execute the same.

AGENDA ITEM WORDING:

Discuss and consider action to approve a Professional Services Agreement with Lochner, An Egis Company in the amount of $842,075.93 for professional engineering services associated with the proposed AC Waterline Replacement (Downtown Water Line Upgrades), and authorizing the City Manager to execute the same.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed Professional Services Agreement provides engineering services for the project identified in the 2026 CIP as Water AC Line Replacement. The initial phase of that project included the work currently being performed utilizing federal America Rescue Fund Act (ARPA) funding. The project was originally identified as having four separate phases for asbestos-cement (AC) line replacement alone.

Due to necessary water infrastructure improvements downtown consisting of not only AC line replacement, but also the upsizing of mains and other improvements, the future phases of the project were incorporated in the proposed FY2027 CIP as a new project titled Downtown Water Line Upgrades. This project includes the original scope identified in the 2026 CIP, additional improvements identified through further evaluation of current system conditions, and the Purser/Russell/Ford water line improvements identified in the draft 2027 CIP. The Purser/Russell/Ford improvements were incorporated into this agreement due to the similarity in scope and the opportunity to achieve economies of scale by combining the improvements into a single, larger project.

The scope of this project includes the identification of needed system improvements in the greater downtown area and upgrades to address aging infrastructure and capacity deficiencies. With this project, full engineering design will be provided for approximately 1,755 liner feet of 2-inch water mains will be upsized on Purser, Russell, and Ford Streets, and approximately 3,560 linear feet of 6-inch water mains identified as aging AC or

cast iron will be replaced. This initial phase of improvements will take a year to complete, with a 100% design deliverable in September of 2027 and will go to construction in February of 2028. The findings from the initial phase will be used to plan future downtown water line improvements.

FISCAL NOTES / FINANCIAL IMPACT:

This project was budgeted in the City's Fiscal Year 2026 Capital Improvement Plan (CIP) under the Water AC Line Replacement – Phases 1-4 with a total estimated project cost of $11,007,280. The funding identified in the 2026 CIP was intended for engineering design and construction.

The Fiscal Year 2027 CIP is anticipated to further refine the project's overall budget, funding strategy, and implementation schedule, providing greater clarity regarding the anticipated timeline for completion as well as overall project expenditures. The Fiscal Year 2027 CIP includes the addition of the Downtown Water Line Upgrades project which the scope of this project will be included under.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The professional services agreement was reviewed and approved by the City Attorney.

RESPONSIBLE STAFF / FOLLOW-UP:

N/A

ATTACHMENTS:

Professional Services Agreement

General Location Map

Project Overview 2026 CIP

AC Waterline Replacement (Downtown Waterline Upgrades)



Phase 1 Waterlines to be Replaced

Waterlines in Subsequent Phases

Boundary of Study

City Limits

N

0 1,000 2,000 3,000 4,000 5,000 Feet

This map is for informational purposes only and may not reflect current zoning or property boundaries. The accuracy of the information is not guaranteed and is subject to change.

Date Created: 8/14/2026



LIBERTY HILL
TEXAS

LIBERTY HILL
TEXAS

Capital Improvement Program

Capital Project Details

Water

PROJECT ID W## **PROJECT TITLE** Water AC Line Replacement - Phases 1-4

PROJECT DESCRIPTION:

Replacement of failing water lines is important to protect the water supply as well as prevent non-compliant low-pressure areas due to line breakage. The City's water system began as a rural water supply in the 1960's and was known as Liberty Hill Water Supply Corporation. One of the primary materials used to construct this water system was Asbestos Cement (AC) pipe. This pipe is now starting to fail and is a serious health hazard for workers completing repairs. The projects in this section would replace these failing AC pipes with modern PVC pipes through the downtown area.

American Rescue Plan Act (ARPA) funded asbestos cement (AC) waterline replacement. Draft design plans (dated May 4, 2022) included abandoning the AC line in place and replacing the AC line with a parallel line. This work consisted of the preparation of 27 sheets of drawings that included demolition, storm water pollution prevention plan (SWPPP), plan and profiles, and miscellaneous detail sheets. The proposed alignment for the new waterline appears to be assigned within the existing public ROW, including TxDOT ROW.

LOCATION/LIMITS:

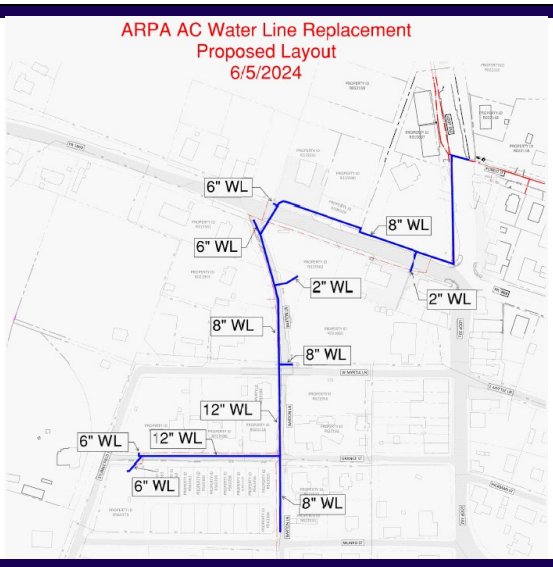
Loop 332 to RR 1869 / RR 1869 to Barton Ln / Barton Ln to Munro St / Grange St b/w Barton Ln & Stubblefield Ln

SCHEDULE	START	END
ENGINEERING/DESIGN	FY23	FY29
LAND/ROW ACQU.	N/A	N/A
CONSTRUCTION	FY25	FY30

PROJECT NEED/BENEFITS:

PVC pipes are the most common distribution main material currently in use due to ease of installation, lower relative cost, more manageable failure modes, and widespread availability. Locations assumed to consist of PVC pipes were considered to have a low likelihood of failure.

To address the high likelihood of failure and potential exposure to harmful substances, the City is proactively replacing existing AC mains throughout the downtown area. Areas within the lower pressure zone, outside of the downtown area, are predominantly comprised of newer PVC mains and are assumed to have a low likelihood of age-related failure.



Project Costs		Estimated Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future
					Projected					
Source of Funds										
55-4-70-4813	WILCO ARPA	2,850,000	-	2,850,000	-	-	-	-	-	-
57-4-70-4210	Water Impact Fees	100,000	-	100,000	2,600,000	-	-	-	-	-
700-4-70-4530	Water SR'26-28	5,220,000	-	-	-	2,600,000	2,600,000	-	-	-
Grand Total		**8,170,000**	**-**	**2,950,000**	**2,600,000**	**2,600,000**	**2,600,000**	**-**	**-**	**-**
Project Expenses										
	Study/Assessment									
55-5-70-5207	Engineering Design	582,280	-	325,000						
	Land/ROW									
55-5-70-5525	Construction	10,425,000	-	2,625,000	2,600,000	2,600,000	2,600,000	-	-	-
	Inspection/Testing									
	Contingencies									
	Other									
Total Project Expenses		**11,007,280**	**-**	**2,950,000**	**2,600,000**	**2,600,000**	**2,600,000**	**-**	**-**	**-**

PROFESSIONAL SERVICES AGREEMENT

CITY OF LIBERTY HILL, TEXAS

This Professional Services Agreement ("Agreement") is made and entered into by and between the **City of Liberty Hill, Texas** (hereinafter referred to as the "City") and **H.W. Lochner, Inc.** (hereinafter referred to as "Contractor").

1. MASTER AGREEMENT

This Agreement establishes the general terms and conditions under which Contractor may provide services. The services to be performed by the Contractor are outlined in **Attachment "A"** to this Contract, which is attached and incorporated herein under the terms and conditions of this Contract.

2. STANDARD OF CARE

The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity. The Contractor represents that it has the necessary skill, experience, judgment and resources to perform the Services. The Contractor acknowledges that the City is relying on the Contractor's expertise, judgment, and experience in performing the Services and agrees to utilize its specialized skills to meet the City's needs.

3. ATTACHMENTS

All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein.

Attachment "A"	Scope of Work
Attachment "B"	Compensation
Attachment "C"	Timeline
Attachment "D"	1295 Form – Certificate of Interested Parties
Attachment "E"	Insurance Requirements

4. COMPENSATION & PAYMENT

a. **Payment for Services.** The City shall pay Contractor as set forth in **Attachment "B"**. Payment shall be made within 30 days of receipt of an approved invoice pursuant to Chapter 2251 of the Texas Government Code. Payments under this Contract may not exceed **$842,075.93** without written amendment of this Contract executed by both parties.

b. **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor

acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

c. Invoice Rejection and Correction. The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City's payment timeline will recommence upon receipt of the corrected invoice.

d. Allocation Of Price Risk. The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.

e. No Extension Or Adjustment. A Force Majeure Event shall not entitle Contractor to an increase in the Contract Price or other compensation, but may allow for an extension of the performance schedule where such event is unforeseen, is a force majeure event as defined herein, and causes an actual delay. Cost adjustments shall only be handled through agreement by both parties. Any other delays may only be allowed if agreed to in writing by the City. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.

5. TERM & TERMINATION

This Agreement is effective for two (2) years and nine (9) months from the date of execution. Either party may terminate this Master Agreement with thirty (30) days written notice.

a. Non-Appropriation Of Funds. Pursuant to the City's Purchasing Policy, it is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to continue the Services. The City may effect such termination by giving Contractor written notice of termination at the end of its then-current fiscal year.

b. Termination For Extended Force Majeure. If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

c. Termination for Cause.

1. The Contractor fails to perform in accordance with the provisions of these specifications or the Contractor violates any of the provisions of these specifications; or

2. The Contractor disregards laws or regulations of any public body having jurisdiction; or

3. The Contractor transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

4. If one or more of the events identified above in Subparagraph 1 through 3 above occurs, the City of Liberty Hill may, terminate the contract by giving the Contractor seven (7) days written notice. In such case, the Contractor shall only be entitled to receive payment for goods and services provided before the effective date of termination. The Contractor shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

6. When the contract has been so terminated by the City of Liberty Hill, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

7. This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement. Either party may terminate this Agreement with thirty (30) days written notice.

d. **Duration.** The work will be commenced on execution of this agreement and completed according to a timeframe agreed upon in **Attachment "C"** of this Agreement. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with the Agreement is completed.

8. RELATIONSHIP OF PARTIES

It is understood by the parties that Contractor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind**.**

9. EMPLOYEES

Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

10. MANDATORY TEXAS DISCLOSURES & VERIFICATIONS

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Pursuant to Texas Government Code Chapters 2271, 2274, and 2252, Contractor verifies that it: (1) Does not boycott Israel and will not do so during the term of this Agreement. (2) Does not boycott energy companies as defined by Section 809.001. (3) Does not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association. (4) Is not a company identified by the Texas Comptroller as a company with ties to foreign terrorist organizations. (5) Contractor is compliant with all other Texas laws including any additional disclosure requirements.

11. INDEMNIFICATION

Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF LIBERTY HILL FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES ARISING OUT OF THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CONTRACTOR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT. DEFENSE COSTS SHALL BE PAID BY CONTRACTOR IF DETERMINED THAT CLAIMS WAS RESULT OF CONTRACTOR'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS.

12. INSURANCE

Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in **Attachment "E"**. Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

13. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. Venue for any dispute shall lie exclusively in Williamson County, Texas.

14. ASSIGNMENT & AMENDMENT

This Agreement may not be assigned without written consent and may only be amended by a written instrument signed by both parties.

15. **NOTICE**

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered in person, (ii) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (iii) sent via electronic mail ehoeft@libertyhilltx.gov and purchasing@libertyhilltx.gov.

a. Effectiveness of Notice. Notice shall be deemed received if (i) upon actual delivery; (ii) three (3) business days after deposit by Certified Mail; or (iii) upon the sender receiving a "read receipt" or an active manual reply from the recipient acknowledging receipt. *Note: An automated "Out of Office" reply does not constitute effective notice.*

b. Address for Notice. Either party may change its address or email for notice by providing written notice to the other party as set forth herein.

To the City:	**To the Contractor:**
City of Liberty Hill	H.W. Lochner, Inc.
Attn: Purchasing Administrator	Attn: Shwetha Pandurangi, PE, CFM.
926 Main Street	1120 S. Capital of Texas Highway, CityView 2, Suite 100
Liberty Hill, TX 78642	Austin, Texas 78746
(512) 778-5449	(512) 593-8037
purchasing@libertyhilltx.gov	spandurangi@hwlochner.com

16. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **WAIVER OF CONTRACTUAL RIGHT**

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. **GOVERNING LAW AND VENUE**

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Williamson County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

19. **CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

20. **FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor's subcontractors or suppliers.

21. **SITE ACCESS AND SAFETY**

City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's Contractors, subcontractors, or other parties present at the site.

22. **ENTIRE AGREEMENT.**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the entire agreement between the parties hereto, and supersede any and all oral and written contracts between the Parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of the parties.

CITY OF LIBERTY HILL	**CONTRACTOR**
	Michael Persyn, P.E.
_____	_____
	9/02/2026
_____	_____
Date	Date

ATTEST:

_____

City Secretary

Attachment "A"

Scope of Work

ATTACHMENT A
CITY OF LIBERTY HILL
ENGINEERING SERVICES FOR CITY OF LIBERTY HILL PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS – FY2026
DOWNTOWN WATER LINE UPGRADES

Project Description

The work to be performed by Lochner, An Egis Company under this contract shall consist of providing Preliminary Engineering, Final Design, Bid, Construction, and Post-Construction Phase Services for the downtown Water Line Upgrades Project for the City of Liberty Hill (City) shown in Figure 1 below. The City has requested preliminary engineering, detailed design, bid, construction, and post-construction services as part of the FY2026 Capital Improvement Program to evaluate and develop a prioritized water main replacement program within the downtown water distribution system. The project will utilize the City's existing hydraulic model results (provided by others) to assess the existing system performance and identify water system improvements in the greater downtown area that address aging infrastructure and capacity deficiencies. In reviewing the 2024 Water Master Plan, coordination with the City modeling consultants, and the City, the downtown Liberty Hill water distribution system is expected to be comprised of aging asbestos cement (AC) and cast iron (CI) pipe materials. In addition, portions of the existing system contain undersized water mains that limit hydraulic performance. The City of Liberty Hill has prioritized upsizing and replacing aging and undersized water mains. The project was recommended in the 2024 Water Master Plan and supports the City's 2024 Downtown Master Plan by providing safe, reliant infrastructure for the revitalization of downtown Liberty Hill.

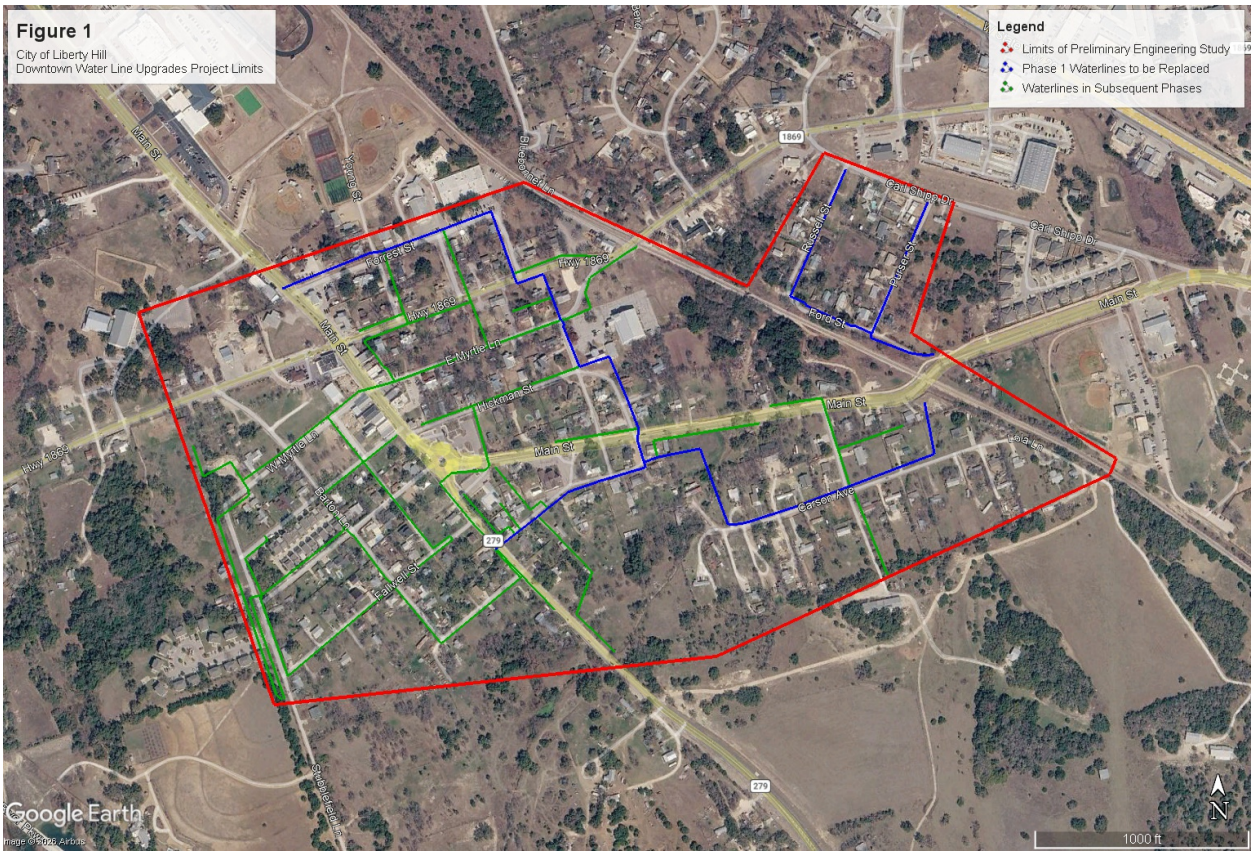
As part of this effort, Lochner will perform a preliminary engineering evaluation to develop a phased water main replacement strategy prioritized by overall benefit to the water distribution system. This work order consists of:

- Review of available hydraulic model data, system mapping, and existing infrastructure information.
- Evaluation of existing downtown water distribution system performance based on results from the Water Models provided by the City's modeling consultants.
- Development of a phased implementation plan prioritizing improvements based on system benefits, constructability, and operational needs.
- Preparation of a Technical Memorandum (TM) documenting findings, recommendations, and proposed replacement phasing.

In conjunction to the overall water system phasing plan, Lochner will provide engineering services to replace the aging AC and CI water mains with modern water infrastructure and upsize existing water mains to improve long-term system reliability, increase capacity, and support future community needs. This work order consists of the replacement of the following:

- 2-inch water mains (Approximately 1,755 linear feet total)
    - Purser St: Approximately 660 linear feet
    - Russel St: Approximately 640 linear feet
    - Ford St: Approximately 455 linear feet
- 6-inch water mains (Approximately 3,560 linear feet total)
    - Church Hill Ln: Approximately 900 linear feet
    - Hickman St: Approximately 675 linear feet
    - Church St: Approximately 565 linear feet

- Forrest St: Approximately 1,420 linear feet
- 8-inch water mains
  - Carson Ave: Approximately 1,865 linear feet
- 12-inch water mains
  - Church St: Approximately 25 linear feet



The Lochner Team for this assignment will include the following subconsultants:

- McGray & McGray Land Surveyors Inc (McGray) – Topographic survey
- Stantec – Environmental and Arechaelogical Services
- Terracon – Geotechnical Services
- The Rios Group (TRG) – SUE Services (supplemental services, if required)

Scope of Services

<u>Task 1 – Preliminary (30%) Design Phase</u>

1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with

managing the project. This task will also include coordination with other City projects and Williamson County (if required).

2. Project Meetings
    a. Kick-off Meeting: Meet with City Staff to discuss/review project details, work plan, and schedule. (one in person meeting has been budgeted for this task)
    b. One project status meeting (in person) with the City has been budgeted for the Preliminary Design Phase.
    c. TM review meeting (one virtual meeting has been budgeted for this task).
3. Data Gathering and Base Mapping: Lochner will work with the City, other entities, and their subcontractors to obtain information necessary for the Preliminary Design Phase. Specific information gathered may include as-built information, related reports, hydraulic models and mapping, design criteria, and other necessary data. A base map of the project area will be developed using available information. The base map will include aerial photography, topography, parcels, right-of-way, FEMA floodplain, Extraterritorial Jurisdiction (ETJ) and other appropriate data. The base map will be utilized by the project team during Preliminary Engineering for the project. One site visit during scoping and one site visit to confirm the preliminary alignments will be conducted under this task. Lochner will receive all necessary data in the City's possession relating to Lochner's services on the Project and the existing hydraulic model results will be provided by the hydraulic model developers, Pape Dawson and HDR. Lochner will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
4. Line Sizing and Future Use Confirmation: Lochner will attend two meetings with City and hydraulic model developers, Pape Dawson and HDR, to discuss the existing hydraulic model of downtown and the results that led to the recommendations in the 2024 Liberty Hill Water Master Plan. Lochner will coordinate with the City and the City's model developer to receive projected future water use for downtown Liberty Hill. Lochner will coordinate with City for any questions or additional information needs with respect to capacity and sizing. The proposed water mains will be sized based on the hydraulic modeling results provided by the City partners. Lochner will verify with the partners to ensure the sizing meets future needs and compliance with TCEQ and City design criteria.
5. Route Analysis and Evaluation: Using the existing hydraulic model, available GIS data, record drawings, and base mapping, Lochner will identify and evaluate potential candidate alignments for the proposed water main improvements. The majority of the proposed water main replacements are anticipated to be located within existing public rights-of-way (ROW) and/or existing utility easements. As such, the preliminary alignment evaluation will prioritize routes that utilize existing ROW and easements to minimize property impacts, right-of-entry requirements, and potential easement acquisition costs. In limited areas where existing water mains are located outside of public ROW or where existing easements may present access, constructability, or operational challenges, Lochner will evaluate the feasibility of utilizing existing easements while also identifying and comparing one alternative routing option that may

provide improved long-term system operation, maintenance access, constructability, and overall project cost-effectiveness. Candidate alignments will be evaluated considering the following:

- Existing Services
- Property Impacts
- Trees
- Topography
- Trenchless Technology
- Easement Acquisition
- Permitting Requirements
- Existing Utility Coordination
- Floodplains and Critical Water Quality Zone encroachment
- Biological Factors
- Fire Flows
- System Hydraulic Performance

6. Technical Memorandum (30%) Reporting

   a. Construction methods and materials evaluation: Identify alternate construction methods and materials and associated impact on construction costs, and operations and maintenance.

   b. Workspace, Access and Easement Evaluation: Identify and map necessary workspace and permanent easements required for construction, maintenance, and operation for each proposed route. Evaluate and identify access for construction and maintenance.

   c. Permitting evaluation: Conduct a pre-development meeting with the City to discuss the feasibility of constructing the water mains along the candidate alignments and the required permitting coordination that each will require. Lochner will coordinate with Williamson County as needed for preliminary route analysis.

   d. Cost Estimates: Develop preliminary 30% estimates of probable construction cost based on the information gathered above potential candidate alignments.

   e. TM: Lochner will prepare a TM summarizing the investigation and recommendations. A copy of the draft memo will be submitted to the City for review and distribution. Following a meeting with the City to discuss review comments, Lochner will incorporate the comments into the Final Technical Memorandum and submit final copy to the City in an electronic copy in portable document format (pdf). At a minimum the TM will include:

      - Overall water line replacement phasing plan;
      - Recommended route (corridor) for the pipeline;
      - Water main sizing recommendation;
      - Identification of environmental constraints;
      - Permitting requirements and associated timeframes;

- Identification of temporary and permanent easements, including name and contact information of landowner and area of easement per parcel;
- Evaluation of and recommendations for construction methods and materials;
- 30% water main plan sheet of recommended route, showing property ownership, existing right-of-way, and proposed permanent and temporary construction easements. Sheets shall be aerial based and be at a minimum scale of 1" = 100' on 11-inch by 17-inch sheets;
- Preliminary 30% opinion of probable cost for all recommended alignments;
- A schedule for final design and construction.
- A kmz file of the selected route

Task 2A – Final Design

1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Project Meetings: Monthly project progress meetings have been budgeted for the Design Phase. One meeting per month with a total of nine (9) virtual meetings have been accounted.
3. Plan Preparation: Lochner shall prepare construction plans suitable for public bidding to include notes, plan and profile sheets, details, environmental protection, traffic control, and work and storage locations. Plan and profile sheets shall be at 1"=40' horizontal and 1"=4' vertical scale. The following sheets have been assumed in developing this proposal:
    a. Cover, Notes, General Sheets (4)
    b. Overall Project Layout (1)
    c. Survey Controls and Easement Layout and Parcel Map (2)
    d. Erosion Control Sheets (9)
    e. Water Plan & Profile (19)
    f. Valve Shutdown Plans (6)
    g. Traffic Control (19)
    h. Civil and Miscellaneous Details (6)
4. Contract Documents and Technical Specifications: Lochner will develop a Project Manual consisting of the City's Standard Construction Contract Bid Documents and Technical Specifications. If the City doesn't have standard specifications, Lochner will use City of Round Rock standard specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed if required for the project. Special Specifications may be developed but limited to construction techniques and pipe material as needed.

5. Engineer's Opinion of Probable Construction Cost Estimate: Construction cost estimates will be provided at the 60%, 90% and 100% design stages.
6. Submittals: Progress submittals will be provided at the 60%, 90% and 100% design phases. 60%, 90% and 100% submittals will consist of the following:

    - 1 full size electronic plan set
    - 1 set of the Project Manual in PDF format
    - Engineer's Opinion of Probable Construction Cost
    - Project Schedule
    - Response to written review comments from previous submittal

    The Final Submittal will include electronic PDF copies with:

    - 1 full size set of Construction Plans
    - 1 Original Project Manual
    - Engineer's Opinion of Probable Construction Cost
    - Project Schedule

Task 2B – Final Survey, Easements, and Subsurface Utility Engineering

1. Subconsultant Management and QA/QC of Data: This task includes coordination and communication with the City; managing subconsultants on tasks listed below and performing data review and QA/QC efforts; and other activities associated with managing the tasks listed below.
2. Final Design Survey: McGray will prepare a Topographic and Design Survey for the site. The survey will show the field location of all monuments necessary to determine the boundary, improvements, and visible utilities. The topographic survey will include the topography needed (one foot contour intervals and grade breaks) to provide sufficient information for the contouring of the site. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours. Refer to attached scope and fee from McGray as Exhibit A-1. The City will provide right of entry letters and seek permission for Lochner's subconsultants to access the properties.
3. Metes and Bounds for Easements: McGray will prepare a Metes and Bounds description and sketch for easements that may be required for utilities, drainage, access, etc. for this project. In addition, McGray will stake the easements to facilitate the appraisal process. A total of 1 temporary construction easement is assumed at this time for estimating purposes with one document per parcel. The City will obtain "title abstracts" for each easement parcel and coordinate with the City team for easement acquisitions.
4. Subsurface Utility Engineering: The Rios Group will perform subsurface utility engineering (SUE) services for this project in accordance with the recommended practice and procedures described in ASCUESI/CI 38-22. QLB investigations will be limited to within the Right-of-Way (ROW) and a 25-foot-wide corridor centered along the proposed water line where the alignment is outside ROW and on an easement. An

additional 15 QLA test potholes will be performed. Reference Exhibit A-1 for additional details on scope and fee from the Rios Group.

5. Geotechnical Investigation: Terracon will perform one (1) geotechnical boring at the trenchless area of alignment with a depth of 20 feet and ten (10) geotechnical borings along the open cut areas of the water main route with average depth of 15 feet, conduct appropriate laboratory testing; and summarize the field investigation results and recommendations in a geotechnical report as appropriate. Electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) will be submitted to the City. Reference Exhibit A-1 for detailed scope and fee proposal from Terracon. A Geotechnical Baseline Report (GBR) is not assumed to be prepared as a part of this request and can be provided as supplemental services.
6. Environmental and Archaeology Evaluation: Stantec will provide environmental support for the project, including:
    a. Archeological and Historic Resources: Stantec will conduct desktop review of public and limited-access data sets, reference design schematics (as available), and draft a coordination letter for submittal to the Texas Historical Commission (THC).;
    b. Protected Species: Stantec will conduct desktop research and field-based investigations to determine whether potentially suitable habitat is present for protected species. A summary of habitat and potential impacts will be provided. Additionally, an assessment of compliance with state and federal protections will be included. Not included in the scope of work is specific karst invertebrate habitat surveys as this project is located within Karst Zone 4b.
    c. Waters of the U.S.: Stantec will also provide a preliminary determination of whether the unnamed tributary to the South Fork San Gabriel River that crosses the project area are Waters of the U.S. that are regulated under Section 404 of the Clean Water Act. Stantec will also provide a summary of potential compliance commitments associated with authorization of waters of the U.S. impacts under permits administered by the U.S. Army Corps of Engineers.
    d. Environmental Technical Memorandum: Stantec will produce an Environmental Technical Memorandum that summarizes the findings of the investigations and agency coordination completed in the sections above.

Reference Exhibit A-1 for additional details on scope and fee from the Stantec.

Task 3 - Permitting

1. TCEQ Chapter 290 Review: Lochner will submit Project Plans, Specifications, and a Plan Review Submittal Form to TCEQ (as requested) describing the project and seeking approval and any variances to Chapter 290 as appropriate. Lochner will provide follow-up submittals and coordination with TCEQ as requested. The installation of waterlines is exempt from the application requirements for an Edwards Aquifer Protection Plan under the Texas Commission on Environmental Quality rules.
2. City of Liberty Hill Development Services Review: Lochner will submit an Engineer's Summary Letter, Project Plans, Specifications and Engineer's Opinion of Probable

Costs, describing the project and requesting approval of the submittal. Lochner will provide follow-up submittals and coordination with the City as requested, including addressing two (2) rounds of comments at each submittal milestone for a total of six (6) rounds of comments.

Task 4 - Bid-Award-Execution Phase

1. Project Management: This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Pre-Bid Conference: Lochner will assist the City in conducting a pre-bid conference and developing the agenda. Lochner will take minutes or make other provision for documenting the results of the pre-bid conference. Lochner will also record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
3. Questions/Addenda: Lochner will assist the City in issuing all Addenda to the Bid Documents and distribute Addenda to the bidders. All Addenda shall be approved by the City. Lochner will respond to Bidder's questions through the use of the City's preferred bidding system platform.
4. Bid Opening and Evaluation: The City will provide a bid tabulation and bid packets from each bidder to Lochner. Lochner will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidders, and prepare a letter of recommendation of award.
5. Conformed Documents: Lochner will incorporate addenda items in the Construction Plans, include addenda in the bound Project Manual, and issue a hard copy of "Conformed" set of plans for construction. Assist with Council documents as required.

Task 5 – Construction Phase Services

1. Project Management - This task includes routine communication with the City and other entities/agencies as necessary; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project for both phases for Lochner's scope of work.

2. Pre-construction Conference - Lochner will attend one in-person pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.

3. Construction Meetings - Lochner will attend regular construction meetings with the City and Contractor, and other parties as appropriate. For budgeting purposes, we have assumed 12 in-person meetings, one per month for a total construction time of 12 months. Each meeting is assumed to last two (2) hours in duration including drive time and site visits.

4. Site Visits - Lochner will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes, we have assumed six (6) field trips made separately, in addition to the site visits made following the construction meetings. Additional site visits requested by the City will be performed as an additional service.

5. Submittal/Shop Drawing Review – Lochner will coordinate submittal reviews, maintain submittal logs, and perform submittal reviews. For budgeting purposes, we have assumed fifty (50) submittals and twenty (20) resubmittals.

6. Change Orders - Lochner will prepare drawing modifications for Change Orders and coordinate with the City to maintain a log of all Change Order items, review Contractor's requests for Change Orders. For budgeting purposes, we have assumed a total of five (5) change orders including minor drawing revisions.

7. Development Plan Corrections – Lochner will prepare for the City of Liberty Hill Development Services Department a total of one plan corrections as a result of consolidating changes to plans from Change Orders. All other plan corrections will be documented in the Contractor's redlines and incorporated into the record drawings during the Post-Construction Phase.

8. Requests for Information - Lochner will log and respond to all requests for information (RFIs) from the Contractor related to possible clarifications of plans and technical specifications. Forty (40) RFIs have been assumed due to unknown field conditions.

9. Contract Closeout - Lochner will participate in one site visit to determine outstanding items and document "punch list items". Lochner will issue a concurrence letter stating project acceptance when the contract requirements have been met. Lochner will also notify TCEQ and other jurisdictional agencies of substantial completion. When the project is ready for final inspection and acceptance, the City's inspector will make a site visit to verify completion of punch list items and if acceptable, Lochner will sign the final pay application, review close out documents, warranties including assistance with quantity verification, percent completes and recommendation for payments.

Task 6 – Post Construction Phase Services

1. Record Drawings - Lochner will review the Contractor's redline as-built drawings and incorporate any modifications from field directives and change orders into a complete Record Drawings set. One full size original and one digital copy (PDF and AutoCAD formats) will be submitted to the City.

Fee Estimate

Please reference Attachment B for fee estimates associated with the scope of services for the project based on a time and material not to exceed basis. The hours in Attachment B are an estimate. The hours assigned are not exclusive to the phase or

labor category which they are assigned. The total fee will not be exceeded without prior written authorization.

Project Schedule

Reference Attachment C for detailed project schedule.

Scope Exclusions, Assumptions, and Additional Services

1. Communications between utility providers, City of Liberty Hill, Willimson County, TxDOT and other entities will be facilitated by the City in the event they are non-responsive to Lochner.
2. Lochner's scope of services do not include Right of Entry and Property owner communications, easement acquisitions or negotiating and purchasing land for all properties as necessary to complete construction of the project.
3. Lochner's scope does not include permit and license fees for any entity and direct administration of public bid advertisement.
4. Lochner's scope of work does not include the evaluation, design, preparation of plans, permitting, or construction support associated with temporary water lines. If temporary water facilities are determined to be necessary, these services may be added through a negotiated supplemental agreement.
5. Landscape Design Services are not included in this scope.
6. Traffic Study, Traffic Signal Warrants are excluded from the scope.
7. SWPPP Manual is excluded from the scope. It is assumed that the contractor will complete the TCEQ SWPPP.
8. Lochner will be given prompt notice to whenever City observes or becomes aware of any development that affects the scope or timing of Lochner's services.
9. Lochner will not provide construction administration and inspection services outside of the services listed in this Scope of Work.
10. Lochner will not provide materials testing and sampling during construction.
11. The City will perform all Contractor pay estimate reviews and approvals.
12. Public involvement is not included within this proposal. Any public involvement will be considered an additional service.
13. The City will provide Traffic Control coordination during construction.
14. Construction schedule durations exceeding 12-months may require additional services.

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731
[512] 451-8591 FAX [512] 451-8791

TRANSMITTAL

TO:	Lochner Attn: Shwetha Pandurangi, P.E. 1120 Capital of Texas Hwy CityView 2, Suite 100 Austin, TX 78746	**DATE:**	August 4, 2026
		FROM:	Carla Oosthuizen for Chris Conrad
		RE:	Second Revised Proposal for Topographic Surveying Services for the City of Liberty Hill, Texas Waterline Rehabilitation
PHONE:	(512) 593-8037		
EMAIL:	spandurangi@hwlochner.com		

WE ARE SENDING YOU __X__ Attached _____ Under separate cover the following items:

COPIES	DESCRIPTION
1	Second Revised Proposal

☐ For Your Approval ☒ For Your Information
☐ As Requested ☐ For Review and Comment

REMARKS: Thank you,

Chris

TBPELS Survey Firm #10095500

SENT VIA: ☐Delivery Service ☐FedEx ☐Mail ☐Fax ☒Email ☐Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once

McGRAY & McGRAY
LAND SURVEYORS, INC.

August 4, 2026

Shwetha Pandurangi, P.E.
Lochner
1120 Capital of Texas Hwy.
Cityview 2, Suite 100
Austin, TX 78746
(512) 593-8037

VIA EMAIL:
spandurangi@hwlochner.com

RE: Second Revised Proposal for Topographic Surveying Services for the City of Liberty Hill, Texas Waterline Rehabilitation.

Dear Ms. Pandurangi:

We appreciate the opportunity to present you with this second revised proposal for the above-mentioned project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Areas to Survey:

1. Approximately 7,567 L.F. of right-of-way which include the following streets as highlighted in "BLUE" on Exhibit "A" attached.

   - Forrest Street - (Approx. 1,435 L.F.)
   - Hwy 1869 - (Approx. 127 L.F.)
   - Church St. - (Approx. 245 L.F.)
   - Area between Myrtle Ln. & Hwy. 1869 - (Approx. 220 L.F.)
   - Hickman St., from Church St. to N. ROW of Hwy Main St. - (Approx. 520 L.F.)
   - Main St. (Hwy. 332) - (Approx. 70 L.F.)
   - Church Hill Lane - (Approx. 945 L.F.)
   - Area from Church Hill Ln. to Carson Ave. - (655 L.F.)
   - Carson Ave. - (1,030 L.F.)
   - Area from Carson Ave., northerly to termination (280 L.F.)
   - Russell St., from the South ROW of Carl Shipp Dr. to Ford St. – (Approx. 640 L.F.)
   - Ford St., from Russell St. to the termination to the east – (Approx. 735 L.F.)
   - Purser St., from Ford St. to the South ROW of Carl Shipp Dr. – (Approx. 665 L.F.)

Survey Control:

- All data will be provided using the Texas State Plane, Horizontal data being based on NAD83, and Vertical data based on NAVD88 coordinate system, South Central Zone, with all coordinates in Grid. A Grid to Surface Scale factor will be noted.

Right-Of-Entry (ROE):

- If needed, McGray & McGray can provide research to determine ownership of the landowners. An excel spreadsheet will be generated with the names, addresses and other pertinent information. We will send a Right-Of-Entry letter to each owner for their permission to enter upon their property to perform survey services. If no response is received within 2 weeks of the mailing date, we will resend the letter to any unresponsive owner a second time by certified mail. If we still get no response, we will make an attempt to contact the individuals by phone (if possible) or onsite. If this process fails, we will inform you to ascertain how you wish to proceed.

SCOPE OF SERVICES:

Design Survey:

1. Elevations shall be obtained at of a maximum of 50-foot intervals, along with break lines as required, to provide a digital topographic design file at 1-foot contour intervals. The cross section will be between the apparent right-of-way lines.
2. Locate and identify all above ground features within the survey limits including buildings, fences, mailboxes, sidewalks, driveways, guardrails, signs, telecom boxes, visible utilities, utility poles, manholes, water meters and water valve nut elevations will only be reported if the nut is clearly visible (note: water valves nut elevations will not be provided if a valve extension bar is present).
3. Identify types of existing pavement surfaces for streets, sidewalks and driveways. Locate and identify existing traffic signals including base, street signs and control boxes.
4. We will locate sufficient monumentation to show the approximate right-of-way line location, however the accuracy will not be sufficient for the creation of legal descriptions without further work which is not included within this Proposal.
5. Trees that are 8-inches, and larger, in diameter shall be measured, identified and tagged with a point number.

Boundary Survey:

a. Provide a plat & description for the proposed temporary staging area.

Deliverables:

A. An AutoCAD Civil 3D (.dwg) file.
B. The units of the drawing file shall be U.S. survey feet.

Fees:

Design Survey (Non-taxable):

2 Man Crew:	260 hrs @	$220.00 /hr.= $	57,200.00
Field Coordinator:	13 hrs @	$94.20 /hr.= $	1,224.60
Sr. Survey Tech:	100 hrs @	$119.14 /hr.= $	11,914.00
Survey Tech:	260 hrs @	$98.36 /hr.= $	25,573.60
Secretary/Administrative:	12 hrs @	$94.20 /hr.= $	1,130.40
RPLS:	12 hrs @	$193.95 /hr.= $	2,327.40
Project Manager:	8 hrs @	$235.51 /hr.= $	1,884.08
		TOTAL = $	**101,254.08**

Boundary Survey (*Taxable):

2 Man Crew:	12 hrs @	$220.00 /hr.= $	2,640.00
Field Coordinator:	0.5 hrs @	$94.20 /hr.= $	47.10
Sr. Survey Technician	6 hrs @	$119.14 /hr.= $	714.84
Survey Technician:	12 hrs @	$98.36 /hr.= $	1,180.32
Abstractor/Research:	2 hrs @	$94.20 /hr.= $	188.40
Surveyor (RPLS):	3 hrs @	$171.78 /hr.= $	515.34
Project Manager:	1 hrs @	$235.51 /hr.= $	235.51
		SURVEY TOTAL = $	**5,521.51**

*Since this project includes taxable services, we will need to receive a Texas Sales and Use Tax Resale Certificate for those services prior to starting the project. If one is not available, sales tax will be charged.

Optional Grand Total (with 8.25% sales tax)*

Boundary Survey Total: $	5,521.51
*Sales Tax on Boundary Surveying: $	**455.52**
GRAND TOTAL: $	**5,977.03**

Summary:

Design Topo & Tree Survey Services	$	101,254.08
*Boundary Surveying Services Total	$	5,977.03
GRAND TOTAL	**$**	**107,231.11**

Once we receive notice-to-proceed, we anticipate a 10 to 12 week timeline for completion of the topographic survey.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,

Chris I. Conrad, RPLS
Vice President
TBPELS Firm #10095500

CIC:JDW:co
Encl: bhornik@hwlochner.com

Authorized to Proceed by:

Signature Date

Print Name Title


EXHIBIT "A"
(Approx. 7,567 L.F.)
Proposed Staging Area
Bluebonnet Ln
Young St
Forrest St
Hwy 1869
Main St
E Myrtle Ln
Hickman St
Church Hill Ln
W Myrtle Ln
Baron Ln
Munro St
Fallwell St
279
1869
Russell St
Carl Shipp Dr
Purser St
Ford St
Bell St
Carson Ave
Lola Ln
W State Hwy
Google Earth
© 2026 Airbus
1000 ft
N

August 4, 2026
Rev1

Swetha Pandurangi, PE, CFM
Lochner
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
512.593.8037
spandurangi@hwlochner.com

RE: Subsurface Utility Engineering
City of Liberty Hill Water Line Rehabilitation
Liberty Hill, Texas

Dear Ms. Pandurangi:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email and Microsoft Teams meeting on July 16, 2026 and comments received via email on July 30, 2026.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Lochner (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLD, QLC, QLB and QLA SUE services.

To Include:

In general, QLC and QLD SUE services are requested within the limits of the City of Liberty Hill Water Line Rehabilitation project as shown in blue on Exhibit B, attached to this proposal. Where the limits are along a public ROW, the full width of the ROW will be investigated. Where the limits run through private property or on an easement the limits include a 50' wide corridor, centered on the proposed alignment. The following areas are specifically excluded from the scope of work of this proposal: within existing structures, all SUE work is limited to exterior areas only. TRG has made the following assumptions for the QLC/D SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will depict the following utilities based on available utility records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, traffic signal cables, street lighting, TxDOT CTMS cables, wastewater, and storm. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- TRG will complete a field site visit to visually identify potential utilities within the project limits and confirm information obtained in utility records.
- The following facilities/items are specifically excluded from the scope of work of this phase of the proposal: overhead utilities, private service lines, irrigation lines, detailed vault investigations, utility designating, inverts of wastewater and storm drain, and electronic depth readings.

The survey of above ground utility features is not included in this scope of work. It is assumed that the Client will provide utility appurtenance survey data and planimetric survey files for use in preparing the final deliverables.

In addition to the QLC/QLD SUE, QLB SUE services are requested up to 7,205 linear feet of existing potable water facilities and up to thirty (30) hours of targeted QLB SUE at locations to be provided by the Client within the same limits described above. It is assumed the Client will provide precise locations of the water lines to be designated at a later date. For estimating purposes, TRG assumes a maximum of twelve (12) days of field work for the QLB SUE work for the water and three (3) days of QLB SUE work for the Client identified areas. QLB SUE services provided will be inclusive of QLC and QLD. The following areas are specifically excluded from the scope of work of this proposal: within existing structures, the SUE work is limited to exterior areas only. TRG has made the following assumptions for the QLB SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will attempt to designate the following utilities within this area: potable water
- TRG can attempt to designate the following utilities in the targeted QLB SUE areas: reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, traffic signal cables, street lighting, TxDOT CTMS cables, wastewater, and storm. Additionally, TRG can attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables

- TRG will attempt to designate water service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment on any QLB SUE that is completed. If Electronic Depth readings can be obtained, they will be provided every 50 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to fifteen (15) QLA SUE test holes at locations that will be provided by the Client following a review of the QLD/QLC/QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Liberty Hill (City) will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided. It is assumed that all fees associated with any required permits will be waived by the City.
- Designed traffic control plans will not be required. TxDOT standard TCPs will be utilized for any required lane closures.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- Pavement coring/repair will be required at eight (8) locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations is not included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can begin utility records research work immediately upon receiving Notice-To-Proceed (NTP). TRG estimates that the QLC/D SUE work can be completed in thirty-eight (38) working days broken down as follows:

- Records Research – 15 days
- QLC/D field reconnaissance – 3 days
- QLC/D deliverable preparation – 20 days (Following receipt of QLC survey from Client).

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in thirty-five (35) working days, broken down as follows:

- QLB field work – 15 days
- QLB deliverable preparation – 20 days (following receipt of survey data from Client)

TRG estimates that the QLA SUE work can be completed in thirty-eight (38) working days following approval of any required City ROW permits, broken down as follows:

- Layout test holes – 3 days
- QLA field work – 15 days
- QLA deliverable preparation – 20 days (following receipt of survey data from Client)

Estimated Fee

The Time & Materials fee to complete the work described herein is not-to-exceed **Ninety-One Thousand Seven Hundred Twenty-Three Dollars and 82/100 ($91,723.82)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Robby Hub
Austin Branch Manager

THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Liberty Hill
Water Line Rehabilitation PER
Liberty Hill, Texas

EXHIBIT A
Rev1

Hourly Office Labor	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
Supervisory Engineer	$ 208.60	6	HR	$ 1,251.60
Senior SUE Project Manager	$ 202.92	6	HR	$ 1,217.52
SUE Project Manager	$ 166.97	12	HR	$ 2,003.64
Professional Engineer	$ 179.49		HR	$ -
Assistant Project Manager	$ 117.06	16	HR	$ 1,872.96
Engineer in Training	$ 119.94		HR	$ -
CADD Technician	$ 84.44	100	HR	$ 8,444.00
Senior CADD Technician	$ 106.98		HR	$ -
Engineering Technician	$ 67.50	12	HR	$ 810.00
Field Manager	$ 131.41	10	HR	$ 1,314.10
Administrative Specialist	$ 77.30		HR	$ -
Sub-Total				**$ 16,913.82**

Direct Expenses	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
Signs/Barricades	$ 1,750.00	5	DAY	$ 8,750.00
Sub-Total				**$ 8,750.00**

QL"B" SUE Designating	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
One Designating Person- QLC/D Recon	$ 168.00	30	HR	$ 5,040.00
One Designating Person - QLB SUE	$ 168.00	105	HR	$ 17,640.00
Two Person Designating Crew - QLB SUE	$ 262.00	60	HR	$ 15,720.00
Sub-Total				**$ 38,400.00**

QL"A" SUE Test Holes				
Unit Rate - Depth	*Outside Pavement Rate*	*Assumed Quantity*	*Unit Of Measure*	*Sub-Total*
0 - 5 feet	$ 1,380.00	7	EA	$ 9,660.00
5 - 8 feet	$ 1,680.00	6	EA	$ 10,080.00
8 - 13 feet	$ 2,100.00	1	EA	$ 2,100.00
13 - 20 feet	$ 2,700.00	1	EA	$ 2,700.00
Over 20 feet	$ 3,200.00	0	EA	$ -
Pavement Coring	$ 390.00	8	EA	$ 3,120.00
Test Hole Total		15		
Sub-Total				**$ 27,660.00**
Total Estimated Cost				**$ 91,723.82**

Exhibit B

Legend
SUE Limits

Young St
Bluebonnet Ln
1869
Carl Shipp Dr
Russell St
Purser St
Forrest St
Hwy 1869
Ford St
Main St
E Myrtle Ln
Hickman St
Main St
W Myrtle Ln
Barton Ln
Munro St
279
Bell St
Carson Ave
Lola Ln
Fallwell St

Google Earth
Image © 2026 Airbus
800 ft
N
117

THE RIOS GROUP

EXHIBIT C
DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

  A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or "private-locate" markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional's statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

  A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

  Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D three-dimensional
CAD Computer-Aided Design
EOI End of Information
GIS geographic information system
GPR ground penetrating radar
ROE Right of Entry
ROW Right of Way
SAF Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

800 Paloma Drive, Suite 160
Round Rock, TX 78665
P (512) 628 8600
Terracon.com

August 4, 2026

H.W. Lochner, Inc.
710 Hester's Crossing Road, Summit II, Suite 120
Round Rock, Texas 78681

Attn: Brittany Hornik, P.E.
P: 281-482-0935
E: bhornik@hwlochner.com

RE: Proposal for Geotechnical Engineering Services
City of Liberty Hill AC WL Rehabilitation
Various Roadways
Liberty Hill, Texas
Terracon Proposal No. 1000034489, Revision 1

Dear Ms. Hornik:

We appreciate the opportunity to be selected by H.W. Lochner, Inc. (Lochner) to provide Geotechnical Engineering services for the above-mentioned publicly funded project. The following are exhibits to the attached.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

If you agree to the conditions set forth in this proposal, please issue a Task Order for MSA dated November 6, 2012 for review and execution. If you have any questions regarding any aspect of this proposal, please feel free to contact us.

Sincerely,
Terracon Consultants, Inc.
TBPELS Firm Registration TX-F3272

Larson M. Snyder, P.E.
Senior Project Manager

James G. Bierschwale, P.E.
Senior Principal, Geotechnical Services

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Lochner and the expected site conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted in the following tables. We request Lochner and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	The project information and proposed alignments were provided via email on July 10, 2026, from Ms. Brittany Hornik, P.E. with Lochner.
Project Description	The project includes the replacement of 6-inch diameter waterlines and the construction of new waterlines along the following roadways: ▪ Forrest Street ▪ Church Street ▪ Church Hill Lane ▪ Carson Avenue ▪ Ford Street ▪ Russell Street ▪ Purser Street
Bottom of Waterline Elevations	Open-Cut Excavation Areas: Unknown at this time but anticipated to be ~5 feet below existing ground surface. Trenchless Crossing Area: Unknown at this time but anticipated to be ~10 to 15 feet below existing ground surface.
Grading/Slopes	Up to 5 feet of open excavation cut will be required for the alignment is anticipated. Roadway crossing will require jack and bore to construct the waterline alignment.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project alignment located from Various Roadways in Liberty Hill, Texas. **(See Exhibit D)**
Existing Improvements	Existing residential, commercial, and infrastructure along proposed alignments.
Current Ground Cover	Earthen (soils and grass), asphalt, and concrete.
Existing Topography	Unknown at this time. (Please provide information when available)
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles during dry weather conditions. Dependent upon final boring locations, traffic control may be necessary. Since the alignments are along existing roadways, we assume that coordination with the City will be handled by the Client to keep areas around the proposed boring locations clear on the day(s) of drilling.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of surficial soils overlying Glen Rose Formation limestone.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Lochner, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program. The pre-task planning and field exploration program is expected to be completed with 2 to 3 days of on-site activities

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
1 (B-1)	20	Trenchless Area of Alignment
10 (B-2 to B-11)	15	Open Cut Areas of Alignment

1. Below existing ground surface.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. If topographic data is not available, Google Earth™ may be utilized to obtain approximate elevations. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: The exploration team will advance the soil borings with a truck-mounted drill rig using either continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions), and/or rotary drilling techniques (air or wet). Samples will typically be obtained at two-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in general accordance with the standard penetration test (SPT). Upon encountering bedrock or refusal for tube sampling, the boring is advanced using rotary drilling techniques (air or wet) or NX rock coring equipment. Air (with foam) or water will be used as a drilling aid for rock coring. The spent foam/water will be discharged on site. If possible, the exploration team will

observe and record groundwater levels during drilling and sampling. For safety purposes, all borings are backfilled with auger cuttings/bentonite chips after their completion unless the client requests the borings be grouted (e.g., bentonite grout or cementitious grout for additional fees). Pavements are patched with cold-mix asphalt and/or pre-mixed concrete, as appropriate.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance could occur such as surficial staining of the pavements with a thin layer of soil, rutting of the ground surface, or damage to landscaping. Please note that our base fee does not include services associated with pressure washing the pavements, wet ground conditions, or repair of damage to existing landscape. If such services are desired by the City, we should be notified so we can adjust our Scope of Services.

The exploration team will backfill borings with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas 811 (aka One-Call). We will consult with the City regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the City prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Private Utility Locate Service: ***Considering there is an existing developments along the alignment, we have assumed that there are likely a number of existing underground utilities in the area. We have budgeted to hire a private utility locator. Fees for using a private utility locator are provided in the Compensation section. As an alternative, the City may hire a private utility locator directly.*** Location of private lines on the property is not part of the Texas 811 scope. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials (e.g., PVC and other plastic based pipes) and may not be readily detected. This service would involve surficial geophysical methods but not invasive vacuum extraction (or potholing) methods. The use of a private utility locate service would not relieve the owner/client of their responsibilities in identifying private underground utilities. Prior to drilling, we will provide a boring location plan to the Client and City for final review and approval of the selected locations in an attempt to avoid utility conflicts.

With respect to utility locating and drilling, we recognize that site plans may be revised during the development planning process. If exploration locations have already been marked in the field and corresponding utility checks completed, any modifications to the site plan that result in changes to these locations will require us to restart both staking and utility locating procedures. For safety reasons, exploration locations cannot be relocated without a subsequent utility verification (i.e., another Texas 811 utility locate request and/or private utility locates). Please note that such adjustments may impact our project schedule if we are asked to move exploration locations.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place outside normal business hours, please contact us so we can adjust our schedule and fee.

Traffic Control: For the work scope of this proposal we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take 1 to 2 days. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by a Professional Engineer or others under the direction of a Professional Engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (not part of our scope) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties provided in our report.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans

- Subsurface exploration procedures
- Description of subsurface conditions
- Geotechnical discussion regarding the feasibility of jack and bore installation
- General construction considerations for jack and bore pipe installation
- Earthwork recommendations including site/subgrade preparation and backfilling of utility trenches
- Comments on excavation and/or trench safety

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee[3]
Subsurface Exploration[1,2], Laboratory Testing, Geotechnical Consulting and Reporting	$22,350
Subcontracted Driller/Traffic Control	$6,000
Private Utility Locate Service[4]	$1,500
Total	$29,850

1. This item is discussed under the Safety portion of **Exhibit B** of this proposal.
2. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $650 would be invoiced. A drill crew standby rate of $325 per hour would be invoiced for unexpected delays.
3. Proposed fees noted above are effective for 90 days from the date of the proposal.
4. This item is discussed under the Safety portion of **Exhibit B** of this proposal.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis at the rates specified below. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Additional Services	Unit Rates
Field Engineer, per hour	$125
Senior Staff Engineer, per hour	$160
Senior Project Manager, per hour	$225
Senior Principal, per hour	$275

Unless instructed otherwise, our Billing Coordinator will submit our invoice(s) on an approximate monthly basis to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Anticipated Schedule [1,2]
Kickoff Call/Meeting with Client	2 to 3 workdays after notice to proceed
Begin Field Program	4 to 5 weeks after notice to proceed
Completion of Field Program	4½ to 5½ weeks after notice to proceed
Site Characterization (i.e., completion of lab testing and final logs)	7 to 8 weeks after notice to proceed
Geotechnical Engineering	9 to 10 weeks after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on our **Compass** system with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location and Nearby Geotechnical Data



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

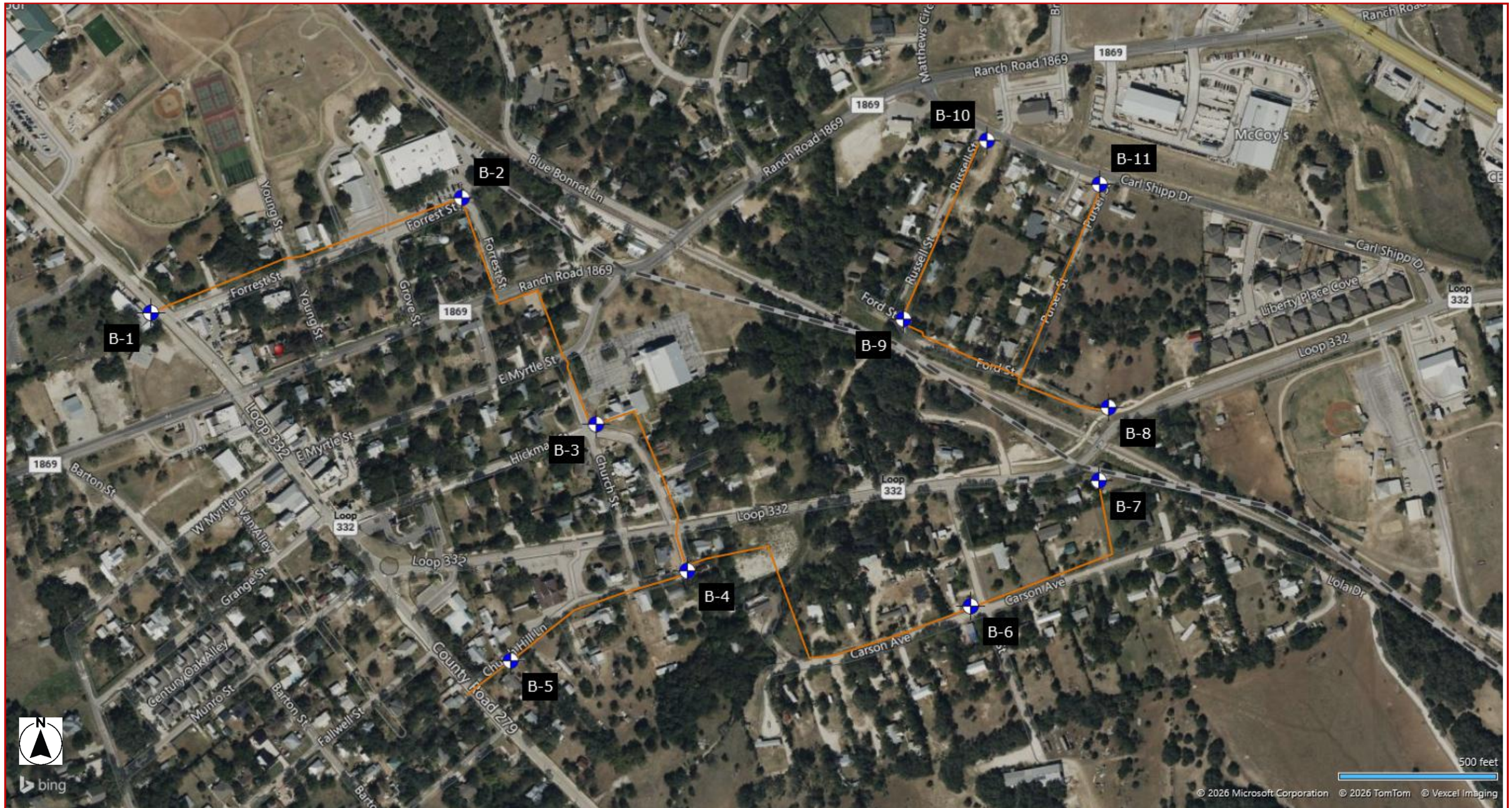


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Stantec Consulting Services Inc.
1905 Aldrich Street, Suite 300
Austin, Texas, 78723-3544

August 5, 2026

Proposal for Environmental Services
Reference: AC Waterline Rehabilitation Project

Client PM:	Brittany Hornik, PE
Client Company:	Lochner
Client Address	710 Hester's Crossing Road Summit II, Suite 120 Round Rock, Texas 78681

Introduction/Project Understanding

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal for environmental services for the proposed Asbestos-Containing (AC) Waterline Rehabilitation Project (Proposed Project) for the City of Liberty Hill (City) in Williamson County, Texas. The Proposed Project would replace approximately 6,500 linear feet of existing AC water lines.

Stantec understands that the City has contracted with the Lochner (Client/Engineer) to design the proposed facility. Stantec understands the City has received federal funds to assist with various Capital Improvement Projects. This scope of services provides select resource assessment services and limited regulatory agency coordination in compliance with federal standards, as described further below. This scope of services does not provide for assessment and documentation of impacts in accordance with the full requirements of the National Environmental Policy Act (NEPA). If NEPA-compliant assessments and documentation are required, Stantec could provide those services under a separate scope and fee.

As a political subdivision of the State of Texas, the City must ensure that the Proposed Project complies with the Antiquities Code of Texas. Additionally, Compliance with Section 106 of the National Historic Preservation Act (NHPA) would be required if the Proposed Project uses federal funds. Additional regional, state, and federal regulations apply. This scope of services will address the following:

Scope of Services

Task 100: Environmental Services

Sub-Task 110: Archeological Resources

Stantec understands that the Proposed Project would remove existing AC waterlines and replace them in the same location. Given the presumed previous disturbance, Stantec assumes that no additional field investigations will be required for protection of archeological resources. Stantec will conduct desktop review of public and limited-access data sets, reference design schematics (as available), and draft a coordination letter for submittal to the Texas Historical Commission (THC).

If additional field investigations are required, Stantec could provide those services under a separate scope and fee.

Sub-Task 120: Historic (Built) Resources

Stantec understands that the Proposed Project would construct the new water line segments below existing ground surface, and the Proposed Project would not construct permanent structures that would rise above the existing ground surface. Stantec assumes that no additional field investigations will be required for protection of historic resources. Stantec will conduct desktop review of public and limited-access data sets, reference design schematics (as available), and draft a coordination letter for submittal to the Texas Historical Commission (THC).

If additional field investigations are required, Stantec could provide those services under a separate scope and fee.

Sub-Task 130: Edwards Aquifer Protection

The Proposed Project would occur in the Edwards Aquifer Contributing Zone, as regulated by the Texas Commission on Environmental Quality under the Edwards Aquifer Rules. Stantec will review plan schematics, as available, and provide summary of compliance commitments. This scope of services does not provide for the preparation of a Contributing Zone Plan or other Edwards Aquifer Protection Plan.

Sub-Task 140: Protected Species

The Proposed Project would occur in previously developed residential and commercial areas of Liberty Hill. In some areas, site clearing may result in removal of potentially suitable habitat for protected species. The entire project area is in Karst Zone 4b, which does not provide suitable habitat for protected karst invertebrates. This scope of services does not provide for specific karst invertebrate habitat surveys.

Stantec will conduct desktop research and field-based investigations to determine whether potentially suitable habitat is present for protected species. Protected species lists maintained by the Texas Parks and Wildlife Department and the U.S. Fish and Wildlife Service will be used to determine which species have ranges that overlap with the Proposed Project. A summary of habitat and potential impacts will be provided. Additionally, an assessment of compliance with state and federal protections will be included.

Sub-Task 150: Waters of the U.S.

The Proposed Project would intersect an unnamed tributary to the South Fork San Gabriel River. Stantec will conduct desktop and field-based investigations to delineate aquatic features that occur in the project area. Stantec will also provide a preliminary determination of whether those features are waters of the U.S. that are regulated under Section 404 of the Clean Water Act. Stantec will also provide a summary of potential compliance commitments associated with authorization of waters of the U.S. impacts under permits administered by the U.S. Army Corps of Engineers.

Sub-Task 160: Environmental Technical Memorandum

Stantec will produce an Environmental Technical Memorandum that summarizes the findings of the investigations and agency coordination completed in the sections above. The document will be submitted in electronic format and will include maps/figures, site photographs, field notes, and select supporting documentation, as appropriate. Stantec will provide a preliminary draft version to the Engineer and respond

to one round of comments. After comment responses are incorporated, a draft version will be submitted to the Engineer for submittal to the City. Stantec will respond to one round of City comments, incorporate responses, and submit a final version to the Engineer.

Deliverables

- Draft and Final THC Coordination Letter (Archeology)
- Draft and Final THC Coordination Letter (History)
- Draft and Final Environmental Technical Memorandum

Assumptions and Exclusions

- The Engineer will provide geo-referenced electronic files of the project area boundary.
- Right-of-entry will be coordinated by others.
- The Proposed Project will occur entirely within existing easements and public rights-of-way. No new temporary or permanent easements would be required.
- All project components will be constructed at or below existing ground-surface elevations.
- All project components will be constructed in previously disturbed areas.
- A geologic assessment in accordance with Edwards Aquifer Rules will not be required.
- Agency coordination (with the exception of THC) will not be required.
- Presence/absence surveys for protected species will not be required.
- This scope of services is based on regulatory rules and guidance in effect on the date of submittal. If regulatory changes occur subsequent to submittal of this proposal, Stantec will not be required to increase level of effort to meet compliance requirements without an opportunity to negotiate a change order.

Reference: **AC Waterline Rehabilitation Project**

Schedule

Stantec understands that environmental deliverables inform the project schedule and may require consideration for mitigation or avoidance measures. Assuming sufficient information and access to the project site, Stantec will make all reasonable efforts to adhere to the following schedule (in calendar days).

- Task 110: THC Coordination Letter (Archeology)
    - Submit draft to Engineer: NTP +45 days
    - Respond to Engineer comments: Receipt of Comments + 10 days
    - Respond to City comments: Receipt of Comments + 10 days
    - Submit to THC (30-day THC Review Period)
- Task 110: THC Coordination Letter (History)
    - Submit draft to Engineer: NTP +45 days
    - Respond to Engineer comments: Receipt of Comments + 10 days
    - Respond to City comments: Receipt of Comments + 10 days
    - Submit to THC (30-day THC Review Period)
- Task 160: Environmental Technical Memorandum
    - Submit draft to Engineer: NTP + 60 days
    - Respond to Engineer comments: Receipt of Comments + 10 days
    - Respond to City comments: Receipt of Comments + 10 days
    - Submit Final Environmental Technical Memorandum: THC Response + 7 days

Summary

Stantec will provide the proposed scope of services described above. The attached fee estimate provides a summary of expected effort and staff allocation for the proposed total fee. Efforts will be billed on a time and materials basis. The total fee would not exceed **$17,641.00**.

Thank you,

Walt Meitzen
Stantec Consulting Services Inc.

Walter Meitzen, Sr. Ecologist/Env PM
(o): 737-587-5831
(m): 512-831-6205
walter.meitzen@stantec.com

(reviewed by)

Jeff Allen, Sr. Ecologist,
Sr. Technical Resource Lead
jeff.allen@stantec.com

Attachment: Fee Estimate Spreadsheet

FEE ESTIMATE - City of Liberty Hill AC Waterline Rehabilitation

Name	Allen, Jeff	Meitzen, Walter	Raver, Claire	Johnston, Carinne	Sandrock, David	Smith, Sheldon	Nuckels, Izabella	Green, Jenya	Guarin, Lolita	Cox, Erica	Mileage
Project Billing Rate	$183.00	$170.00	$161.00	$135.00	$179.00	$135.00	$179.00	$152.00	$161.00	$145.00	$0.73
Total Units	4	16	20	18	2	18	2	18	12	4	200
Fee	$732.00	$2,720.00	$3,220.00	$2,430.00	$358.00	$2,430.00	$358.00	$2,736.00	$1,932.00	$580.00	$145.00

Task Code	Task Name	Units										
100	**Environmental Services**											
110	Archeological Resources		1			2	16			2		
120	Historic Resources		1					2	16	2		
130	Edwards Aquifer Protection		2	4	2							
150	Protected Species		2	2	4					2		100
160	Waters of the U.S.		2	4	4					2		100
170	Environmental Tech Memo	4	8	10	8		2		2	4	4	

Task Code	Task Name	Hours	Labour	Expense	Subs	Total
100	**Environmental Services**	**114**	**$17,496.00**	**$145.00**	**$0.00**	**$17,641.00**
110	Archeological Resources	21	$3,010.00	$0.00	$0.00	$3,010.00
120	Historic Resources	21	$3,282.00	$0.00	$0.00	$3,282.00
130	Edwards Aquifer Protection	8	$1,254.00	$0.00	$0.00	$1,254.00
150	Protected Species	10	$1,524.00	$72.50	$0.00	$1,596.50
160	Waters of the U.S.	12	$1,846.00	$72.50	$0.00	$1,918.50
170	Environmental Tech Memo	42	$6,580.00	$0.00	$0.00	$6,580.00

Project Summary	Hours	Labour	Expense	Subs	Total
Total	114	$17,496.00	$145.00	$0.00	**$17,641.00**

Attachment "B"

Compensation

ATTACHMENT B
CITY OF LIBERTY HILL
DOWNTOWN WATER LINE UPGRADES

	Task	Principal Engineer	QA/QC Manager	Project Manager, PE	Design Engineer, PE	Engineer In Training	Senior Designer	Account Specialist	Total	Lochner Labor Cost	Expenses	Survey	Subsurface Utility Eng	Geotechnical	Environmental	Total Cost
	Hourly Rates	$385.00	$300.00	$310.00	$180.00	$145.00	$140.00	$100.00			(T&M)	McGray & McGray	TRG	Terracon	Stantec	
		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	$	$	(T&M)	(T&M)	(T&M)	(T&M)	$
Task 1 - Preliminary (30%) Design Phase																
1	Project Management & QA/QC			16	6			2	24	$6,240.00	$200.00					$6,440.00
2	Project Meetings (3)			6	6	6			18	$3,810.00	$275.00					$4,085.00
3	Data Gathering & Base Mapping (2 site visits)			8	16	30	48		102	$16,430.00	$175.00					$16,605.00
4	Line Sizing and Future Use Confirmation (2 meetings)	2		8	12	12	8		42	$8,270.00						$8,270.00
5	Route Analysis and Evaluation	2		12	10	20	24		68	$12,550.00						$12,550.00
6	Technical Memorandum Reporting	2	12	18	36	64	48		180	$28,830.00						$28,830.00
	a Construction Methods and material evaluation			2	4	8			14							
	b Workspace, access and Easement Evaluation			2	4	8			14							
	c Permitting Evaluation			2	4	8			14							
	d Cost Estimate			4	8	16			28							
	e Technical Memorandum	2	12	8	16	24	48		110							
Subtotal Task 1		6	12	68	86	132	128	2	434	$76,130.00	$650.00	$0.00	$0.00	$0.00	$0.00	$76,780.00
Task 2A - Final Design																
1	Project Management & QA/QC			48	12			6	66	$17,640.00						$17,640.00
2	Project Meetings (9)			18	18	18			54	$11,430.00	$200.00					$11,630.00
3	Plan Preparation	4	36	120	230	602	820		1812	$282,230.00						$282,230.00
4	Contract Docs & Tech Specs	2	24	8	16	32			82	$10,770.00						$10,770.00
5	Engineer's Opinion of Probable Construction Cost Estimates	2	4	8	12	24			50	$8,890.00						$8,890.00
6	Submittals				4	12	12		28	$4,140.00						$4,140.00
Task 2B - Survey, Easements and Potholing																
1	Subconsultant Management and QA/QC of Data	8	12	16	24	32	36		128	$22,040.00						$22,040.00
2	Final Design Survey											$101,254.08				$101,254.08
3	Metes and Bounds for Easements (1 temporary construction easement)		2									$5,977.03				$5,977.03
4	Subsurface Utility Engineering		4										$91,723.82			$91,723.82
5	Geotechnical Investigation		4											$29,850.00		$29,850.00
6	Environmental & Archaeology Evaluation		2												$17,641.00	$17,641.00
Subtotal Task 2		16	88	218	316	720	868	6	2220	$357,140.00	$200.00	$107,231.11	$91,723.82	$29,850.00	$17,641.00	$603,785.93
Task 3 - Permitting																
1	TCEQ Chapter 217			4	8	12			24	$4,420.00	$500.00					$4,920.00
2	City of Liberty Hill Development Services Review (6 rounds of comments)		12	12	24	24			72	$11,520.00						$11,520.00
Subtotal Task 3		0	12	16	32	36	0	0	96	$15,940.00	$500.00	$0.00	$0.00	$0.00	$0.00	$16,440.00
Task 4 - Bid-Award-Execution Phase																
1	Project Management			4	4	2		2	12	$2,450.00						$2,450.00
2	Pre-Bid Conference			4	4	4			12	$2,540.00	$70.00					$2,610.00
3	Questions/Addenda	2	2	4	8	16	4		36	$6,330.00						$6,330.00
4	Bid Opening & Evaluation		2	2	4	8			16	$2,500.00	$70.00					$2,570.00
5	Conformed Documents		2		2	4	4		12	$1,500.00	$300.00					$1,800.00
Subtotal Task 4		2	6	14	22	34	8	2	88	$15,320.00	$440.00	$0.00	$0.00	$0.00	$0.00	$15,760.00
Task 5 - Construction Phase Services																
1	Project Management			6	12	12	4	6	40	$6,920.00						$6,920.00
2	Pre-Construction Conference (1)			2	4	4			10	$1,920.00	100.00					$2,020.00
3	Construction Mtgs (12)			12	24	36			72	$13,260.00	1,200.00					$14,460.00
4	Site Visits (6)			12	12	12			36	$7,620.00	400.00					$8,020.00
5	Submittal Review (50)	12		25	50	75			162	$32,245.00						$32,245.00
6	Change Orders (5)	5		20	20	30	20		95	$18,875.00						$18,875.00
7	Development Plan Correction (1)			2	4	8	8		22	$3,620.00						$3,620.00
8	RFIs (40)	10		20	40	60	40		170	$31,550.00						$31,550.00
9	Contract Close-out			6	16				22	$4,740.00	200.00					$4,940.00
Subtotal Task 5		27	0	105	182	237	72	6	629	$120,750.00	$1,900.00	$0.00	$0.00	$0.00	$0.00	$122,650.00
Task 6 - Post Construction Phase Services																
1	Record Drawings			4	8	12	16		40	$6,660.00						$6,660.00
Subtotal Task 6		0	0	4	8	12	16	0	40	$6,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,660.00
Total		51	118	425	646	1,171	1,092	16	3,507	$591,940.00	$3,690.00	$107,231.11	$91,723.82	$29,850.00	$17,641.00	$842,075.93

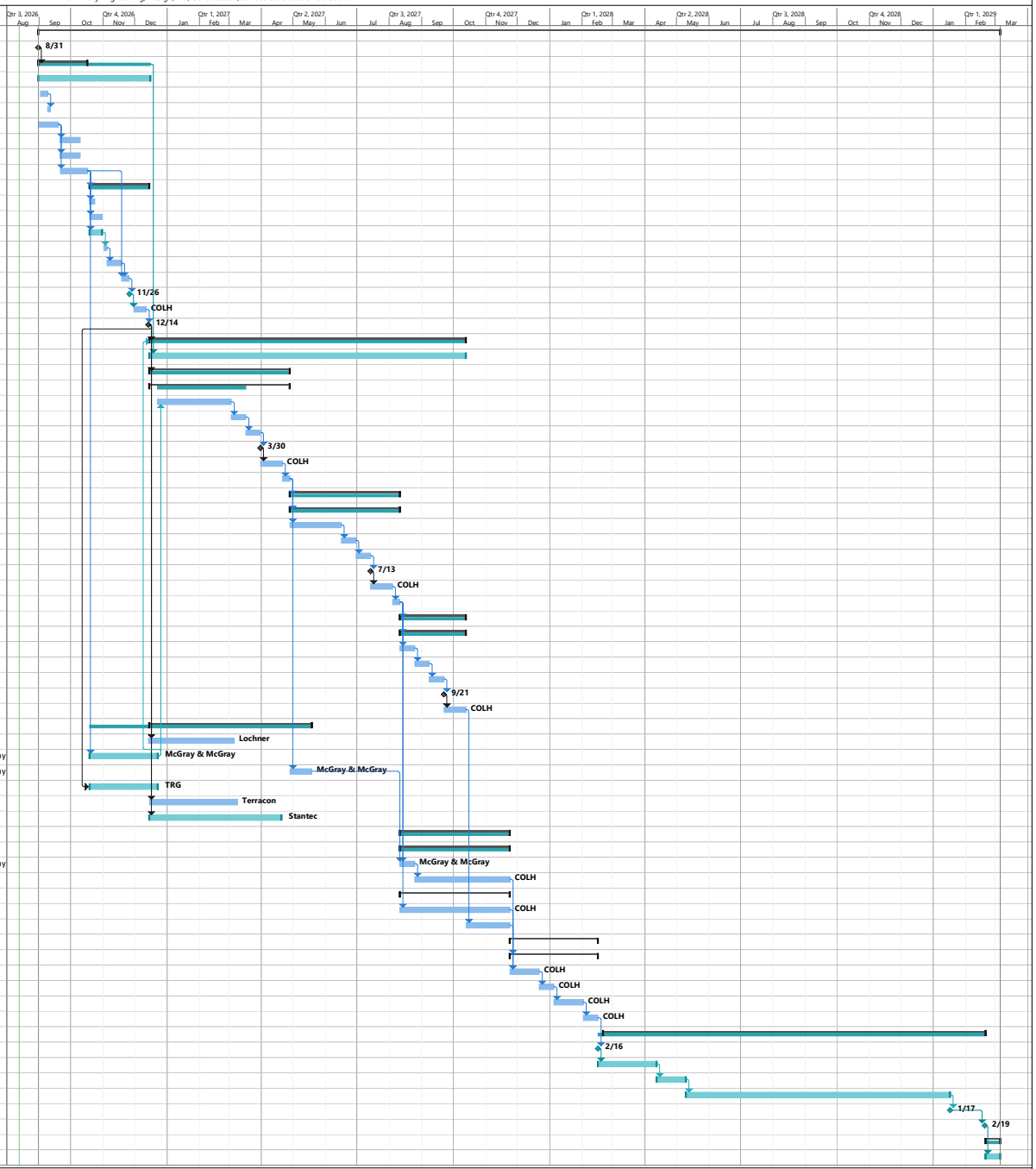
Lochner

Attachment "C"

Timeline

Attachment C
City of Liberty Hill
Downtown Water Line Upgrades Project
Preliminary Engineering, Design, Bid, Construction, & Post-Construction Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Downtown Water Line Upgrades**	**130.8 wks**	**Mon 8/31/26**	**Mon 3/5/29**		
2	Notice to Proceed	0 wks	Mon 8/31/26	Mon 8/31/26		
3	**Task 1A. Preliminary 30% Design Phase**	**7 wks**	**Mon 8/31/26**	**Fri 10/16/26**	**2**	
4	Project Management and QA/QC	15 wks	Mon 8/31/26	Tue 12/15/26		
5	Project Meetings	1 wk	Wed 9/2/26	Tue 9/8/26		
6	Project Team Kick-off Meeting	0.5 wks	Wed 9/9/26	Fri 9/11/26	5	
7	Data Gathering and Field Visits	3 wks	Mon 8/31/26	Fri 9/18/26		
8	Base Mapping	3 wks	Mon 9/21/26	Fri 10/9/26	7	
9	Line Sizing and Future Use Confirmation	3 wks	Mon 9/21/26	Fri 10/9/26	7	
10	Route Analysis and Evaluation	4 wks	Mon 9/21/26	Fri 10/16/26	7	
11	**Task 1B. Technical Memorandum**	**7.8 wks**	**Mon 10/19/26**	**Mon 12/14/26**	**10**	
12	Construction Methods and Materials Evaluation	1 wk	Mon 10/19/26	Fri 10/23/26	10	
13	Workspace, Access and Easement Evaluation	2 wks	Mon 10/19/26	Fri 10/30/26	10	
14	Permitting Evaluation	2 wks	Mon 10/19/26	Fri 10/30/26	10	
15	Cost Estimates	0.5 wks	Mon 11/2/26	Wed 11/4/26	14	
16	Tech Memo	2 wks	Wed 11/4/26	Wed 11/18/26	15	
17	QA/QC	1 wk	Wed 11/18/26	Wed 11/25/26	16,10	
18	Tech Memo Submittal to City	0 wks	Thu 11/26/26	Thu 11/26/26	17	
19	City Review	2 wks	Mon 11/30/26	Fri 12/11/26	18	COLH
20	Tech Memo Review Meeting	0 wks	Mon 12/14/26	Mon 12/14/26	19	
21	**Task 2A. Final Design**	**43.2 wks**	**Tue 12/15/26**	**Tue 10/12/27**	**20,48**	
22	Project Management and QA/QC	43.2 wks	Tue 12/15/26	Tue 10/12/27	3	
23	**60% Phase**	**19.2 wks**	**Tue 12/15/26**	**Tue 4/27/27**	**20**	
24	**60% Design**	**19.2 wks**	**Tue 12/15/26**	**Tue 4/27/27**		
25	Plan Sheets, Cost Estimates and Specs	10 wks	Wed 12/23/26	Tue 3/2/27	48	
26	PDT Review and Comments	2 wks	Wed 3/3/27	Tue 3/16/27	25	
27	ITRT Review and Address Comments	2 wks	Wed 3/17/27	Tue 3/30/27	26	
28	60% Submittal to CoLH	0 wks	Tue 3/30/27	Tue 3/30/27	27	
29	CoLH Review	3 wks	Wed 3/31/27	Tue 4/20/27	28	COLH
30	Review CoLH comments	1 wk	Wed 4/21/27	Tue 4/27/27	29	
31	**90% Phase**	**15 wks**	**Wed 4/28/27**	**Tue 8/10/27**	**30**	
32	**90% Design**	**15 wks**	**Wed 4/28/27**	**Tue 8/10/27**	**30**	
33	Plan Sheets, Cost Estimates and Specs	7 wks	Wed 4/28/27	Tue 6/15/27	30	
34	PDT Review and Comments	2 wks	Wed 6/16/27	Tue 6/29/27	33	
35	ITRT Review and Address Comments	2 wks	Wed 6/30/27	Tue 7/13/27	34	
36	90% Submittal to CoLH	0 wks	Tue 7/13/27	Tue 7/13/27	35	
37	CoLH Review	3 wks	Wed 7/14/27	Tue 8/3/27	36	COLH
38	Review CoLH comments	1 wk	Wed 8/4/27	Tue 8/10/27	37	
39	**100% Phase**	**9 wks**	**Wed 8/11/27**	**Tue 10/12/27**	**38**	
40	**Final Design**	**9 wks**	**Wed 8/11/27**	**Tue 10/12/27**	**38**	
41	Plan Sheets, Cost Estimates and Specs	2 wks	Wed 8/11/27	Tue 8/24/27	38	
42	PDT Review and Address Comments	2 wks	Wed 8/25/27	Tue 9/7/27	41	
43	ITRT Review and Address Comments	2 wks	Wed 9/8/27	Tue 9/21/27	42	
44	Final Submittal to CoLH	0 wks	Tue 9/21/27	Tue 9/21/27	43	
45	CoLH Final Review and Approval	3 wks	Wed 9/22/27	Tue 10/12/27	44	COLH
46	**Task 2B. Survey, Easements and SUE**	**22.2 wks**	**Tue 12/15/26**	**Tue 5/18/27**		
47	Subconsultant management and QA/QC of data	12 wks	Mon 12/14/26	Fri 3/5/27	20	Lochner
48	Final Design Survey	9 wks	Mon 10/19/26	Tue 12/22/26	10	McGray & McGray
49	Metes and Bounds	3 wks	Wed 4/28/27	Tue 5/18/27	30	McGray & McGray
50	Subsurface Utility Engineering	9 wks	Mon 10/19/26	Tue 12/22/26	20	TRG
51	Geotechnical Investigation	12 wks	Tue 12/15/26	Mon 3/8/27	20	Terracon
52	Environmental and Archaeology Evaluation	18 wks	Tue 12/15/26	Mon 4/19/27	20	Stantec
53	**Task 3. Permitting**	**15 wks**	**Wed 8/11/27**	**Tue 11/23/27**		
54	**Easement Acquisition**	**15 wks**	**Wed 8/11/27**	**Tue 11/23/27**		
55	Field Note Preparation and Metes and Bounds	2 wks	Wed 8/11/27	Tue 8/24/27	38,49	McGray & McGray
56	Easement Acquisition	13 wks	Wed 8/25/27	Tue 11/23/27	55	COLH
57	**Permitting and Approvals**	**15 wks**	**Wed 8/11/27**	**Tue 11/23/27**		
58	City of Liberty Hill - Permitting	15 wks	Wed 8/11/27	Tue 11/23/27	38	COLH
59	TCEQ 290 Permitting	6 wks	Wed 10/13/27	Tue 11/23/27	45	
60	**Task 4. Bid-Award-Execution Phase**	**12 wks**	**Wed 11/24/27**	**Tue 2/15/28**		
61	**Bid Phase**	**12 wks**	**Wed 11/24/27**	**Tue 2/15/28**	**56**	
62	Advertise & Bid	4 wks	Wed 11/24/27	Tue 12/21/27	58,59	COLH
63	Review Bids	2 wks	Wed 12/22/27	Tue 1/4/28	62	COLH
64	City Council	4 wks	Wed 1/5/28	Tue 2/1/28	63	COLH
65	Execution	2 wks	Wed 2/2/28	Tue 2/15/28	64	COLH
66	**Task 5. Construction Phase**	**52.2 wks**	**Mon 2/21/28**	**Mon 2/19/29**		
67	Notice to Proceed	0 wks	Wed 2/16/28	Wed 2/16/28	65	COLH
68	Contractor Submittals	8 wks	Wed 2/16/28	Tue 4/11/28	67	
69	Contractor Set-Up/Pre-Con and Environmental Pre-Con	4 wks	Wed 4/12/28	Tue 5/9/28	68	
70	Construction	36 wks	Wed 5/10/28	Tue 1/16/29	69	
71	Substantial Walkthrough	0 wks	Wed 1/17/29	Wed 1/17/29	70	
72	Final Walkthrough	0 wks	Mon 2/19/29	Mon 2/19/29	71	
73	**Task 6. Post Construction Phase**	**2 wks**	**Tue 2/20/29**	**Mon 3/5/29**		
74	Record Drawings	2 wks	Tue 2/20/29	Mon 3/5/29	72	



Thu 8/13/26

Attachment "D"

1295 Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1502268

Date Filed:
08/13/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H. W. Lochner, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Liberty Hill

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Downtown Water Lines Upgrades
Preliminary Engineering, Design, Bid, Construction, and Post-Construction Phase Services for the Downtown Water Lines Upgrades Project for the City of Liberty Hill.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Weimelt, Karen	Grand Lake, CO United States	X	
Hawkins, Ken	Monterey Park, CA United States	X	
Egis USA Holding, Inc.	Dover, DE United States	X	
Beckman, Ryan	Denver, CO United States	X	
Ruhl, Terry	Chicago, IL United States	X	
Meyer, Kasey	Golden, CO United States	X	
Byers, Tim	Lorton, VA United States	X	
Longest, Tom	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gregory G. Evans, and my date of birth is 09/21/1966.

My address is 5767 Eagles Nest Blvd., Tyler (city), TX (state), 75703 (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 13th day of Aug. (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment "E"

City Standard Insurance Requirements

Firm providing goods, materials and services for the City of Liberty Hill shall, during the term of the contract with the City of Liberty Hill or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Liberty Hill as additional named insured as to the Commercial General Liability coverage.
2. Provide for at least ten (10) days prior written notice to the City of Liberty Hill for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Liberty Hill for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Liberty Hill, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.

- Professional Liability Insurance minimum limit of $1,000,000.

AGENDA ITEM 6.C

Discussion and consideration of possible action on a Professional Services Agreement with STV, Inc. in the amount of $1,116,153.00 for Owner Representative and Construction Management and Inspection services associated with the Advanced Water Purification Facility project, and authorize the City Manager to execute the agreement.

City Council Meeting Date: September 9, 2026

Requested By: Elizabeth Hoeft, City Engineer

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discuss and consider action to approve a Professional Services Agreement with STV, Inc. in the amount of $1,116,153.00 for Owner Representative and Construction Management and Inspection services associated with the Advanced Water Purification Facility project and authorizing the City Manager to execute the same.

AGENDA ITEM WORDING:

Discuss and consider action to approve a Professional Services Agreement with STV, Inc. in the amount of $1,116,153.00 for Owner Representative and Construction Management and Inspection services associated with the Advanced Water Purification Facility project and authorizing the City Manager to execute the same.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed contract with STV, Inc. is for Owner's Representative support for the Advanced Water Purification Facility (AWPF) project, which has been underway since June 2024. With the Pilot Facility nearing completion this fall, this additional support will provide the City with necessary technical and project oversight as the full-scale AWPF advances through design. STV will also assist the City in meeting the requirements associated with anticipated future funding through the Water Infrastructure Finance and Innovation Act (WIFIA) and the Texas Water Development Board (TWDB).

Staff anticipates bringing forward a second phase of the Owner's Representative contract in approximately August 2027. This phase is anticipated to include continued support and oversight through the 30%, 60%, 90%, and 100% design milestones; continued funding coordination; bidding and procurement support; and evaluation of the most appropriate project delivery method, including Construction Manager at Risk (CMAR), Competitive Sealed Proposal (CSP), or traditional low-bid delivery. This evaluation will help the City identify the delivery method that best supports the project's schedule, cost, complexity, and overall risk. The second phase is also anticipated to include Owner's Representative support throughout construction to help ensure the project is delivered in accordance with the City's schedule, budget, technical requirements, and funding obligations.

Project History

The AWPF project kicked off in June 2024 following City Council approval of the first professional services agreement with Garver for development of the AWPF Pilot Facility. The initial scope included development and operation of the pilot facility, effluent sampling and characterization, funding assistance, public outreach, brine management evaluation, and an evaluation of the aquifer storage and recovery (ASR) well system.

As part of this initial phase, Garver prepared a 210-page Pilot Protocol Report, which was submitted to the Texas Commission on Environmental Quality (TCEQ) on December 20, 2024. The report included the initial effluent characterization data, a description of the proposed pilot facility, and the pilot sampling plan. TCEQ accepted the report in May 2025, allowing the project to continue advancing through the regulatory process.

Following submission of the Pilot Protocol Report, City Council approved a second professional services agreement with Garver on March 12, 2025 (Phase 2A), to advance the AWPF Pilot into full design. This phase expanded the scope to include final design, bidding support, continued regulatory and permitting assistance, and responses to anticipated TCEQ comments. The agreement also included continued public outreach and significant funding support, including preparation of the Water Infrastructure Finance and Innovation Act (WIFIA) Letter of Interest and the Texas Water Development Board Project Information Form (PIF) for the Drinking Water State Revolving Fund (DWSRF).

Following design services being delivered for the pilot, two contracts were brought forward December 10, 2025, which included added scope (2B) with Garver for construction administration and operational services for the AWPF Pilot Facility construction, as well as a contract with Archer Western for construction of the facility.

Construction of the AWPF Pilot Facility began in February 2026 and is currently underway, with completion anticipated in October 2026. Following construction, the project will transition into an approximately one-year testing phase to evaluate treatment performance and refine the treatment process. The results of this testing will establish the treatment methodology and design criteria that will be used to advance the full-scale AWPF design in coordination with all TCEQ approvals.

Key Dates:

June 12, 2024 – PSA 1 – Garver – Development of Pilot Facility and Pilot Protocol Report Deliverable

December 20, 2024 – Pilot Protocol Report Submitted to TCEQ

March 12, 2025 – PSA 2A – Garver – Full Design of the Pilot Facility and Pilot Sampling Plan

May 2025 – Pilot Protocol Report Accepted by TCEQ – Allowed the project to advance through process

December 10, 2025 – Phase 2B – Garver – Construction Administration and Operational Services

December 10, 2025 – Construction Contract with Archer Western for the Pilot Facility

September 9, 2026 – Proposed PSA with STV, Inc. for Owners Representative Services for preliminary engineering and funding support

October 2026 – Anticipated completion of the Pilot Facility

FISCAL NOTES / FINANCIAL IMPACT:

The proposed contract is funded by the Wastewater Fund, and has been included as part of the Capital Improvement Plan and 2027 Budget slated for adoption tonight.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The Professional Services Agreement was approved by the City Attorney.

RESPONSIBLE STAFF / FOLLOW-UP:

NA

ATTACHMENTS:

Proposed Professional Services Agreement

LIBERTY HILL
TEXAS

Capital Improvement Program

Capital Project Details

Advanced Water Purification

PROJECT ID A00 **PROJECT TITLE** Advanced Water Purification Facility & Conveyance & Blending

PROJECT DESCRIPTION:

Advanced Water Purification Facility is a Project that will provide potable water for the city of Liberty Hill while resolving the effluent discharge that TCEQ is requiring Liberty Hill to do in oder to have no discharge in the South San Gabriel River. The project will be able to expand in size as needed to accomadate the growth of the city. As we navigate through the increasing challenges associated with water scarcity in Central Texas, it is imperative for our city to explore sustainable and resilient solutions to ensure a reliable water supply for our community. This memorandum aims to detail the need and benefits of establishing an Advance Water Treatment Facility plant to address these challenges effectively.

Justification for the Advance Water Treatment Facility Plant

1. Water Scarcity Issue - Central Texas is experiencing significant water shortages due to prolonged drought conditions and increasing demand. This scarcity presents a critical challenge to maintain an adequate supply for our city's needs.
2. Control and Reliability - Implementing an AWPF plant will allow the city to control its water supply more effectively, reducing dependency on unpredictable groundwater and surface water sources.
3. Environmental Impact - By reusing treated wastewater, an AWPF plant minimizes the need for water imports and eases the extraction pressure on natural water bodies, thereby contributing positively to the local ecosystem.

LOCATION/LIMITS:

WCAD number R022967. 73.01acres located on CR266 in Liberty Hill.

SCHEDULE	START	END
ENGINEERING/DESIGN	FY24	FY26
LAND/ROW ACQU.	FY25	FY26
CONSTRUCTION	FY27	FY35

PROJECT NEED/BENEFITS:

1. Sustainability and Resilience - AWPF plant provides a drought-resistant water supply option by recycling municipal wastewater into potable water, promoting long-term sustainability and enhancing drought resilience.
2. Efficiency and Cost-Effectiveness - Utilizing advanced treatment technologies, AWPF ensures water is treated to meet or exceed safety standards, offering a cost-effective alternative to importing water from distant sources.
3. Population Growth Adaptation - As our city grows, the AWPF plant will play a significant role in meeting the increasing water demands, supporting economic growth without compromising on water security.
4. Technological Leadership - Investing in an AWPF plant positions our city as a leader in innovative water management practices, setting a standard for other municipalities facing similar challenges.



Figure 7.9 DPR at South Fork WWTP Alternative Process Flow Diagram



Figure 7.10 DPR at South Fork WWTP Alternative Schematic

Project Costs		Estimated Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future
			Projected							
Source of Funds										
500-4-50-4530	TWDB C.O SR'25	18,550,000		18,550,000						
53-4-50-4210	WW Impact Fees	6,450,000	2,000,000	4,450,000						
800-5-75-55XX	WIFIA Program	130,000,000			10,000,000	10,000,000	40,000,000	35,000,000	35,000,000	
Grand Total		**155,000,000**	**2,000,000**	**23,000,000**	**10,000,000**	**10,000,000**	**40,000,000**	**35,000,000**	**35,000,000**	**-**
Project Expenses										
55-5-75-5200	Study/Assessment									
55-5-75-5283	Engineering Design									
55-5-75-5584	Land/ROW									
55-5-75-5584	Construction	155,000,000	2,000,000	23,000,000	10,000,000	10,000,000	40,000,000	35,000,000	35,000,000	
55-5-75-5584	Inspection /Testing									
55-5-75-5584	Contingencies									
55-5-75-5584	Other									
Total Project Expenses		**155,000,000**	**2,000,000**	**23,000,000**	**10,000,000**	**10,000,000**	**40,000,000**	**35,000,000**	**35,000,000**	**-**

PROFESSIONAL SERVICES AGREEMENT

CITY OF LIBERTY HILL, TEXAS

This Professional Services Agreement ("Agreement" or "Contract") is made and entered into by and between the **City of Liberty Hill, Texas** (hereinafter referred to as the "City") and **STV Incorporated** (hereinafter referred to as "Contractor").

1. MASTER AGREEMENT

This Agreement establishes the general terms and conditions under which Contractor may provide services. The services to be performed by the Contractor are outlined in **Attachment "A"** to this Contract, which is attached and incorporated herein under the terms and conditions of this Contract.

2. STANDARD OF CARE

The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity. The Contractor represents and warrants that it has the necessary skill, experience, judgment and resources to perform the Services. The Contractor acknowledges that the City is relying on the Contractor's expertise, judgment, and experience in performing the Services and agrees to utilize its specialized skills to meet the City's needs.

3. ATTACHMENTS

All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein.

Attachment "A"	Scope of Work
Attachment "B"	Compensation
Attachment "C"	Timeline
Attachment "D"	1295 Form – Certificate of Interested Parties
Attachment "E"	Insurance Requirements

4. COMPENSATION & PAYMENT

a. **Payment for Services.** The City shall pay Contractor as set forth in **Attachment "B"**. Payment shall be made within 30 days of receipt of an approved invoice pursuant to Chapter 2251 of the Texas Government Code. Payments under this Contract may not exceed **one million one hundred sixteen thousand one hundred fifty three dollars ($1,116,153.00)** without written amendment of this Contract executed by both parties.

b. **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

c. **Invoice Rejection and Correction.** The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City's payment timeline will recommence upon receipt of the corrected invoice.

d. **Allocation Of Price Risk.** The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.

e. **No Extension Or Adjustment.** Subject to and consistent with section 19 below (FORCE MAJEURE), If the Contractor is delayed, hindered, or prevented from performing the work by a Force Majeure Event, Contractor shall be entitled to a reasonable extension of the time equal to the period of delay, together with any additional time reasonably required for remobilization and recovery of the work. To the extent the Force Majeure Event increases Contractor's cost of performance, Contractor shall be entitled to an equitable compensation adjustment if the City, in its reasonable discretion, agrees in writing. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.

5. TERM & TERMINATION

This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement. Either party may terminate this Master Agreement with thirty (30) days written notice..

a. **Non-Appropriation Of Funds**. Pursuant to the City's Purchasing Policy, it is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to continue the Services. The City may effect such termination by giving Contractor written notice of termination at the end of its then-current fiscal year.

b. **Termination For Extended Force Majeure.** If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this

Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

c. Termination for Cause.

1. The Contractor fails to substantially perform in accordance with the provisions of these specifications or the Contractor violates any of the material provisions of these specifications; or

2. The Contractor disregards laws or regulations of any public body having jurisdiction; or

3. The Contractor transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

4. If one or more of the events identified above in Subparagraph 1 through 3 above occurs, the City of Liberty Hill shall provide written notice to the Contractor describing the event or default in reasonable detail. The Contractor shall have fifteen (15) days from receipt of such notice to cure the event or default; provided, however, that if the event or default is not reasonably capable of being cured within fifteen (15) days, the Contractor shall not be in default if it commences the cure within such fifteen (15)-day period and diligently pursues completion of the cure. If the Contractor fails to timely cure the event or default, the City of Liberty Hill may terminate the contract by giving the Contractor seven (7) days written notice. In such case, the Contractor shall only be entitled to receive payment for goods and services provided before the effective date of termination. The Contractor shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

6. When the contract has been so terminated by the City of Liberty Hill, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

d. Duration. The work will be commenced on execution of this agreement and completed according to a timeframe agreed upon in **Attachment "C"** of this Agreement. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with the Agreement is completed.

7. RELATIONSHIP OF PARTIES

It is understood by the parties that Contractor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind**.**

8. EMPLOYEES

Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

9. MANDATORY TEXAS DISCLOSURES & VERIFICATIONS

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Pursuant to Texas Government Code Chapters 2271, 2274, and 2252, Contractor verifies that it: (1) Does not boycott Israel and will not do so during the term of this Agreement. (2) Does not boycott energy companies as defined by Section 809.001. (3) Does not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association. (4) Is not a company identified by the Texas Comptroller as a company with ties to foreign terrorist organizations. (5) Contractor is compliant with all other Texas laws including any additional disclosure requirements.

10. INDEMNIFICATION

Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF LIBERTY HILL FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, AND LIABILITIES TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CONTRACTOR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INSURANCE

Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured as set forth in **Attachment "E"**. Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide evidence of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance as set forth in **Attachment "E"**.

12. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. Venue for any dispute shall lie exclusively in Williamson County, Texas.

13. ASSIGNMENT & AMENDMENT

This Agreement may not be assigned without written consent and may only be amended by a written instrument signed by both parties.

14. NOTICE

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered in person, (ii) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (iii) sent via electronic mail jherrera@libertyhilltx.gov and purchasing@libertyhilltx.gov.

a. **Effectiveness of Notice.** Notice shall be deemed received if (i) upon actual delivery; (ii) three (3) business days after deposit by Certified Mail; or (iii) upon the sender receiving a "read receipt" or an active manual reply from the recipient acknowledging receipt. *Note: An automated "Out of Office" reply does not constitute effective notice.*

b. **Address for Notice.** Either party may change its address or email for notice by providing written notice to the other party as set forth herein.

To the City:	**To the Contractor:**
City of Liberty Hill	STV Incorporated
Attn: Purchasing Administrator	Attn: Marisa Treviño Vergara, PE
926 Main Street	12500 San Pedra Avenue, Suite 450
Liberty Hill, TX 78642	San Antonio, TX 78216
(512) 778-5449	(210) 379-8359
purchasing@libertyhilltx.gov	marisa.vergara@stvinc.com

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

17. GOVERNING LAW AND VENUE

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Williamson County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

18. **CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

19. **FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor's subcontractors or suppliers.

20. **SITE ACCESS AND SAFETY**

City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's Contractors, subcontractors, or other parties present at the site.

20. **ENTIRE AGREEMENT.**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the entire agreement between the parties hereto, and supersede any and all oral and written contracts between the Parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of the parties.

CITY OF LIBERTY HILL	**STV INCORPORATED**
	Marisa Vergara, PE Senior Vice President
Date	8/31/2026 Date

ATTEST:

_____

City Secretary

SUPPLEMENTAL CONTRACT CONDITIONS – Federal Projects – Professional Services

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for TWDB and WIFIA assistance to be performed under a construction contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the TWDB. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower-tier contract. This contract is subject to applicable provisions 31 TAC Chapters 358 and 363, 31 TAC Chapter 371 (DWSRF), and 31 TAC Chapter 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

(a) The terms "Owner" or "Applicant" mean the local entity contracting for the construction services.

(b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or another person who may be, at the time, acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.

(c) The term "Engineer" means the engineer the Owner has authorized to work on the project.

(d) The term "WIFIA" means the Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) established the WIFIA program, an EPA-operated bank that provides supplemental, flexible, low-cost credit assistance to **public** and **private** borrowers for all types of wastewater, drinking water, and stormwater projects.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall be familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and must indemnify and save harmless the Owner, TWDB, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

(a) The Owner, authorized representatives and agents of the Owner and TWDB must, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.

(b) Any such inspection or review by the TWDB must not subject the State of Texas, or its representatives, to any action for damages.

6. Payment Schedule and Cost Breakdown

(a) The Contractor must submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.

(b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor must submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown must be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner the unit prices established in the breakdown must be used in estimating the amount of the partial payments to be made to the Contractor.

7. Workers' Compensation Insurance Coverage consistent with Texas Labor Code Section 406.096

(a) The Contractor must certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.

(b) Each Subcontractor on the public project must provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.

(c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(a) "Building or construction" includes:

- erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- remodeling, extending, repairing, or demolishing a structure; or
- otherwise improving real property or an appurtenance to real property through similar activities.

(b) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

8. Certificate of Eligibility

By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a). The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

9. Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(a) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(b) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(c) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

11. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
(c). Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(d) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(e) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(f) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(g) Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

(h) Federal discring Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

(i) Reporting requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (D)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph

(D)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (D)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered for telecommunications equipment or services.

12. Anti-Discrimination

Age Discrimination Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964; and Clean Water Act.

Contractor and all subcontractors shall comply with all anti-discrimination provisions in federal law, Texas law, and the U.S. Constitution, including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (pdf) (261 KB), 42 U.S.C. § 2000d et seq., as amended, states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

(2) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., as amended and supplemented by Executive Orders 11914 and 11250, states that "(n)o otherwise qualified individual with a disability in the United States…shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance…," and

(3) The Age Discrimination Act of 1975 (pdf) (135 KB), 42 U.S.C. § 6101 et seq., as amended, states that "(n)o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance…"

(4) As codified in 33 U.S.C. § 1251, Section 13 provides that "No person in the United States shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance…"

Attachment "A"

Scope of Work

SCOPE OF WORK

OWNER'S REPRESENTATIVE FOR ADVANCED WATER PURIFICATION FACILITY (AWPF)

LIBERTY HILL, TEXAS

BACKGROUND

The City of Liberty Hill (Owner) has retained STV, Inc. (Consultant) to provide Owner's Representative Services to serve as the Owner's liaison between the Design Consultants, Construction Contractors, regulatory and funding agencies, and other stakeholders for the Advanced Water Purification Facility (AWPF) project. Owner's Representative will provide project management, coordination, administrative, technical advisory, funding support, reporting, and other services identified in this scope.

The project is currently in the phase of constructing the pilot facility. The consultant will serve as Owner's Representative throughout the Project through pilot facility commissioning, initial operation and pilot testing. The project is planned to be contracted in phases as the project develops and phases are defined. Future amendments are anticipated to include full scale design, construction, startup, commissioning and initial operations for of the AWPF.

The schedule of this phase is anticipated to be twelve (12) months.

I. BASIC SERVICES

A. Project Management

This task consists of ongoing project management tasks through the pilot phase of the AWPF project and is anticipated to be twelve (12) months.

1. Meetings/Workshops – Consultant will prepare documentation, conduct, and provide meeting minutes as well as action item/decision log tracking for the following meetings and workshops:
   a. Project Kickoff Meeting
   b. Project Progress Meetings with the Owner to provide program updates, upcoming priorities, risks, and document review discussions (12 meetings)
   c. City Council, Committee, and/or Board Meetings, as requested (2 meetings)
2. Scheduling
   a. Review updates to the overall project schedule on a monthly basis, including highlighting deliverable dates and review timelines, critical tasks and schedule float.
3. Budgeting
   a. Coordinate with design consultant and City staff to update the overall implementation budget. Review design consultant's cost estimates and provide updates to the project budget based on submittal milestones and ongoing changes.

4. Project Administration
    a. Internal team meetings and coordination
    b. Monthly project status reports to be submitted with monthly project invoices
5. Project Management Plan
    a. Develop and distribute a Project Management Plan The plan will identify project goals, procedures, conventions and standards for consistent execution and management of the project.

B. Document Coordination and File Management

This task consists of establishing and administering a SharePoint-based file sharing platform for the purpose of facilitating project coordination, communication, and document exchange during the Pilot Phase. The platform is intended as a repository for sharing and reviewing project documents generated during this phase of the Project and shall not serve as the official project record, a Project Management Information System (PMIS), a design management platform, a construction document management system or a commissioning/startup management system.

1. Establish a project SharePoint site, folder structure, and user permissions necessary to facilitate document sharing among the Owner, Consultant, Design Consultant, and other authorized project participants.
2. Maintain the SharePoint site and folder structure. Consultant's role is limited to administrative organization of documents and distribution of notifications regarding uploaded documents.
3. Maintain project coordination logs, including action items and key decisions generated during meetings facilitated by Consultant for coordination purposes during the Pilot Phase.

C. Funding Support

This task consists of developing a funding implementation plan, and funding management tasks to support the Advanced Water Purification Facility (AWPF) project and North Fork Wastewater Treatment Plant (NFWWTP) project. Coordination is anticipated with Texas Water Development Board (TWDB), Environmental Protection Agency (EPA), and US Bureau of Reclamation (USBR). *Note: This task includes several potential funding sources, which will be confirmed following development of the Funding Implementation Evaluation. The total hours included for each task have been reduced with the assumption that not all of these funding sources will be implemented following completion of the Funding Implementation Evaluation.*

1. Funding Implementation Evaluation for the AWPF and NFWWTP projects.
    a. Coordinate with Design Consultants for required technical information related to these projects.
    b. Perform a Funding Implementation Evaluation that considers EPA Water Infrastructure Finance and Innovation Act (WIFIA) program, TWDB Drinking Water State Revolving Fund (DWSRF), TWDB State Water Implementation Funds for Texas (SWIFT), and United States Bureau of Reclamation (USBR). Evaluation

will compare funding program requirements, anticipated project schedules, funding availability timelines, reimbursement processes, debt issuance timing, cash flow needs, and other factors affecting project implementation. Consultant will evaluate funding scenarios and combinations of funding sources to identify advantages, constraints, risks, and implementation considerations associated with each approach.

c. The Consultant will prepare and submit a memorandum that summarizes the results of the Funding Implementation Evaluation and present recommended options available to the City.

2. Develop and maintain funding tracking tools to monitor:
   a. Funding status by project and funding source;
   b. Disbursements and reimbursement requests;
   c. Use of local matching funds;
   d. Invoice allocations by funding source; and
   e. Prevention of duplicate reimbursement claims
3. EPA Water Infrastructure Funding and Innovation Act (WIFIA) Application Support
   a. Support completion and submission of the WIFIA Application for the three projects included in the 2024 Letter of Interest (1) NFWWTP, (2) AWPF, and (3) Bulter Elevated Storage Tank. Completion of the application includes the following tasks:
      i. Coordinating with City staff, Financial Advisor, Bond Counsel, and project consultants to obtain required information;
      ii. Developing and packaging the application for submission to EPA.
      iii. Providing additional documents or clarifications for EPA staff as needed during the review of the Application.
   b. Assist with WIFIA loan closing activities, including:
      i. Identifying required closing documentation and schedule milestones.
      ii. Coordinating collection, review, and submission of required closing materials.
      iii. Supporting communications among the City, Financial Advisor, Bond Counsel, and EPA.
      iv. Attending virtual closing coordination meetings.
4. Advance Water Purification Facility Funding Support

   This task consists of funding management tasks for the Advanced Water Purification Facility (AWPF) project.
   a. Texas Water Development Board (TWDB) Support – State Revolving Fund
      i. PIF State Fiscal Year (SFY) 2027 – PIF submitted in March 2026
         - Review SFY 2027 project ranking and draft public comments to be submitted by the City, if needed.
         - Develop the application, if invited, and provide follow-up support for responses to agency questions.
         - Assist and coordinate with City, Financial Advisor and Bond Counsel on scheduling the loan closing and developing the information required by TWDB and as identified on TWDB's Loan Closing Checklist.
         - Outlay and Financial Reporting Support.

- Coordinate with the Design Consultant on TWDB requirements for the environmental determination and engineering feasibility report (EFR).

ii. PIF SFY 2028 – to be submitted March 2027

- Develop and submit the Project Information Form (PIF) the DWSRF program for SFY 2028
- Review SFY 2028 project ranking and draft public comments to be submitted by the City, if needed.
- Provide ongoing coordination with TWDB, including meetings, and advise the City, Financial Advisor, Bond Counsel, and Design Consultants regarding TWDB requirements, decisions, program changes, and agency comments.

b. Texas Water Development Board Support – State Water Implementation Fund for Texas

i. Develop and submit an Abridged Application for the SWIFT program for SFY 2028

ii. Review SFY 2028 project ranking and draft public comments to be submitted by the City, if needed.

iii. Develop the application, if invited, and provide follow-up support for responses to agency questions.

iv. Assist and coordinate with City, Financial Advisor and Bond Counsel on scheduling the loan closing and developing the information required by TWDB and as identified on TWDB's Loan Closing Checklist.

v. Coordinate with the Design Consultant on TWDB requirements for the environmental determination and engineering feasibility report (EFR).

vi. Provide ongoing coordination with TWDB, including meetings, and advise the City, Financial Advisor, Bond Counsel, and Design Consultants regarding TWDB requirements, decisions, program changes, and agency comments.

vii. Financial Reporting and Release of Funds Support

- Develop release of request letters to submit to TWDB to access funding.
- Prepare and submit budget revision requests to TWDB, including updates associated with funding reallocations and project budget revisions.

c. EPA Water Infrastructure Funding and Innovation Act (WIFIA) Support

i. Assist in preparation and submission of quarterly reporting required by EPA.

ii. Assist in preparation and submission of monthly requisition requests in accordance with the WIFIA loan agreement.

iii. Participate in meetings and provide ongoing coordination with WIFIA program staff.

d. United States Bureau of Reclamation (USBR) Support

i. Pitch to Pilot Management

- Coordinate and review with design consultant the Pitch-to-Pilot final report.
- Submit the final report to USBR and coordinate with USBR staff on any outstanding questions.

ii. USBR WaterSMART Programs

- Develop a grant application narrative based on technical details to be provided by Design Consultant, and assemble the technical and administrative content necessary to support a complete application package for the AWPF project.

5. North Fork Wastewater Treatment Plant Funding Support
   This task consists of funding management tasks for the North Forks Wastewater Treatment Plant (NFWWTP) project.
   a. NFWWTP Funding Program Compliance
      i. Review procurement documents, front-end specifications, and consultant scopes of work for compliance with applicable funding program requirements.
      ii. Maintain current agency guidance and provide required funding language and compliance requirements to the City, Owner's Representative, and design consultants during document development.
      iii. Identify eligible and ineligible project activities and costs under applicable funding programs.
      iv. Verify procurement processes and consultant selections comply with applicable funding program requirements.
      v. Maintain funding program records, correspondence, applications, reimbursement documentation, and other records required for reporting, audits, and project closeout.
      vi. Assist in preparation for site visits from WIFIA/TWDB staff
   b. Texas Water Development Board (TWDB) Support
      i. PIF SFY 2027 – PIF Submitted in March 2026
         - Review SFY 2027 project ranking and draft public comments to be submitted by the City, if needed.
         - Develop the application, if invited, and provide follow-up support for responses to agency questions.
         - Assist and coordinate with City, Financial Advisor and Bond Counsel on scheduling the loan closing and developing the information required by TWDB and as identified on TWDB’s Loan Closing Checklist.
         - Outlay and Financial Reporting Support
         - Review, develop, and track submission of required technical documents for NFWWTP, including environmental documentation, EFR, Issued-for-Bid documents, and executed contract documents, required for funding authorization and release of funds.
         - Assist the City with development and submission of release requests during the construction phase of the project(s), as needed.
         - Prepare and submit budget revision requests to TWDB, including updates associated with funding reallocations and project budget revisions.
      ii. PIF SFY 2028 - to be submitted March 2027
         - Develop and submit a Project Information Form (PIF) and/or Abridged Application for the project for SFY 2028.
         - Develop the SFY 2028 application, if invited, and provide follow-up support for responses to agency questions

- Provide ongoing coordination with TWDB, including meetings, and advise the City, Financial Advisor, Bond Counsel, and Design Consultants regarding TWDB requirements, decisions, program changes, and agency comments.

c. EPA Water Infrastructure Funding and Innovation Act (WIFIA) Support
   i. Assist in preparation and submission of quarterly reporting required by EPA.
   ii. Assist in preparation and submission of monthly requisition requests in accordance with the WIFIA loan agreement.
   iii. Participate in meetings and provide ongoing coordination with WIFIA program staff.

D. External Project Coordination

Engineer will coordinate with parties outside of the direct project team or not specifically identified in other tasks.

1. Water Master Planning Team: Coordinate project updates with City's Water Master Planning (WMP) Consultant, and facilitate incorporation of updates from the WMP Consultant.
2. Development Services: Coordination with development services for updates to adjacent development, Drainage Master Plan and Floodplain mapping/approval.
3. Adjacent Projects: Coordinate with City and other related parties for incorporation of Capital Improvement Projects identified in the most current water and wastewater master plans.

E. Pilot Phase Support – AWPF

Engineer will work directly and routinely with City and design consultant during the anticipated 12- month pilot period, tracking progress and compliance, supporting the Owner in day-to-day management of Design Consultant activities, participating in meetings and workshops, providing technical input, and providing reviews of technical documents and submittals. The pilot facility is scheduled for substantial completion in October 2026, and Final Completion in November 2026.

1. Ongoing coordination, meetings, progress tracking
   a. Attend monthly consultant progress meetings, including reviewing and commenting on meeting minutes developed by Design Consultant (12 meetings, 2 hours each).
   b. Attend a total of three (3) workshops, including reviewing and commenting on meeting minutes developed by Design Consultant.
   c. Support City staff in prioritization, response, and execution of action items and project related responses and coordination as required, to facilitate project forward progress and scheduled completion, including weekly critical path activities, daily email correspondence and information requests and data management of outstanding item resolution.
2. Agency Coordination Support
   a. Texas Commission on Environmental Quality (TCEQ) Support
      i. Attend up to three (3) meetings related to or with TCEQ permitting to discuss project updates, phasing and perform coordination to facilitate project

advancement. Any permit renewals, amendments, or modifications will be completed by others.

ii. Coordinate and assist the City as required during the pilot phase with funding document management. Review and provide comments to the documentation developed by the Design Consultant.

iii. Coordinate with Design Consultant in response to information requests and TCEQ comment reviews in support of the Owner during pilot phase.

b. Utility Provider Coordination: Coordination with electric, communication, and water service provider for purposes of site development. Consultant will support Owner, with activities and evaluations led by Design Consultant.

c. USACE: Support City and Design Consultant in coordination with US Army Corps of Engineers (USACE) for site permitting. Consultant will support Owner, with activities and evaluations led by Design Consultant.

d. Williamson County: Support City and Design Consultant in coordination with Williamson County for roadway/access items related to site access routes. Consultant will support Owner, with activities and evaluations led by Design Consultant and Owner.

3. Public Engagement Support
   a. Communication Plan Implementation: Assist Owner with implementation of Communication Plan. Communication Plan development and activities will be led by Owner and/or Design Engineer.
   b. Public Meeting Support: Coordinate with Owner and Design Consultant and provide review and comment on public meeting materials.
   c. Stakeholder Communication and Public Outreach Support: Review and provide input on stakeholder database and communication efforts, and review of Public Outreach materials including written content, graphics or video developed by the Owner for this project to inform the public.
4. Technical Review and Coordination: Engineer will provide technical review of the pilot phase documents and evaluations developed by the Design Consultant.
   a. Review pilot system design for opportunities for improvements / better modularity
   b. Review pilot testing protocol, including commissioning activities and process water management strategies
   c. Review pilot sampling
   d. Review source water characterization data and ongoing sampling plan
   e. Review pilot test report, focusing on appropriate conclusions and recommendations
   f. Support / participate in development of the project Preliminary Engineering Feasibility Report based on pilot results
   g. Participate in vendor meetings
5. Pilot Facility Construction Close-Out Support
   a. Engineer will coordinate with contractor, City, and design consultant to facilitate final construction completion and close out of the pilot facility.
   b. Assess initial pilot startup and associated operation for compliance with stated treatment objectives

c. Coordinate all closeout documents, including operations manuals, relatable as-built drawings, and associated warranty.

F. Preliminary Site Planning Support – AWPF Full Scale Facility

Engineer will provide support for preliminary site planning decisions to align with the City's operational requirements, budget, and technical standards before major design decisions, procurement, or construction commitments are finalized. This phase is assumed to focus on overall site layout, and is not intended to include detailed elements of a selected process review since this work is concurrent with the pilot phase. Duration of this phase is anticipated to be three (3) months.

1. Provide technical support and assistance with developing overall design criteria, project goals, quality expectations, and risk management strategies.
2. Review conceptual, schematic, and early milestone design submittals.
3. Review for conformance with TCEQ and City standards, codes, and industry best practices.
4. Perform alternative technical concept evaluations.
5. Identify and document long-lead time items, including vendor coordination support.
6. Review milestone schedules and preliminary cost models. Review timing for long lead permits and environmental reviews.

G. Preliminary Design Support – Transfer Pump Station & Pipeline

Engineer will support Owner in review of conceptual and preliminary design documents developed by Consultant. The Transfer Pump Station & Pipeline project will advance as an independent bid package on a separate schedule. This task does not include detailed design reviews.

1. Provide ongoing technical support and consultant coordination, including action item support.
2. Review conceptual, schematic, and preliminary design submittals.
3. Coordinate with Design Consultant for right of way acquisition needs, tracking and planning. Property owner outreach and negotiations will be performed by others.

H. Project Delivery Evaluation

Engineer will provide input on project delivery method to best meet the City's goals for the AWPF project.

1. Engineer will review project goals and establish a recommended project delivery method. Evaluation will be based on project schedule, cost and funding impacts, priorities, permitting, equipment availability, and other factors provided by the City. Delivery methods are anticipated to include Competitive Sealed Proposals (CSP), Phased CSPs, Construction Manager at Risk (CMAR), and progressive

design build. The recommendation will be delivered as a Technical Memorandum.

I. Additional Support

This task includes assisting the Owner as needed throughout the duration of the Agreement with services specific to the AWPF, but not explicitly defined in the tasks above. Work under this task will not commence without written approval from the Owner.

1. Consultant will assist the Owner with tasks related to the AWPF not otherwise identified in the above scope items, as specifically requested by the Owner in writing. Such tasks may include, but are not limited to, additional meetings, coordination with neighboring Cities, general support services, operations involvement, and tasks related to unforeseen circumstances.

II. ADDITIONAL SERVICES

A. Consultant will develop at the request of the Owner any changes, alterations, or modifications to the Project which appear to be advisable and feasible based on field conditions and in the best interest of the Owner.

B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Consultant undertakes it. If the Consultant is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Consultant shall promptly notify the Owner of that opinion, in writing. In the event the Owner finds that such work does constitute additional work, then the Owner shall so advise the Consultant, in writing, and shall provide extra compensation to the Consultant for the additional work as provided under a supplemental amendment.

III. FUTURE SERVICES

A. Consultant will provide future anticipated phase services described below via negotiated amendment for each phase

1. Design Phase Services
    a. Conduct regular progress meetings
    b. Manage designer deliverables
    c. Independent technical/quality reviews
    d. Cost estimate and constructability reviews
    e. Coordinate and assist with long-lead procurement items
    f. Maintain overall master project schedule and budget
    g. Coordination between designer, alternative delivery contractor, City, regulators, and stakeholders
2. Construction Management Phase
    a. Process contractor pay applications and monthly invoices.
    b. Full-time inspection oversight
    c. Lead and document regular construction progress meetings
    d. Process, document, and log contractor submittals
    e. Track critical milestone dates and routine work progress
    f. Evaluate, negotiate, and log contractor change orders
    g. Develop final substantial completion punch lists
    h. Coordinate all closeout documents, including as-built drawings, operations manuals, and warranties
    i. Startup, commissioning, and initial operations support

IV. OWNER'S RESPONSIBILITIES

A. The following items are not included in the Consultant's scope. The Owner will do the following in a timely manner so as not to delay the services of the Consultant and will bear all costs incident thereto.

1. Owner will provide the Consultant with all criteria and full information as to the Owner's requirements for the Project, including previous work completed, study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the Drawings and Specifications; and furnish copies of the Owner's standard forms, conditions, and related documents, when applicable.
2. Owner will give prompt written notice to Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of Consultant's services, or any defect or nonconformance in Consultant's services or in the work of any Contractor.
3. Owner will arrange for legal access for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
4. Owner will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Consultant within fourteen (14) calendar days after receipt of each submittal, or as otherwise agreed upon.
5. Owner will advise Consultant of the general description of services of any independent consultants employed by Owner to perform or furnish services related to the Project.
6. Owner will pay any permit application fees associated with the project. Owner will sign permits and all permits will be under the Owner's name.

V. COMPENSATION

A. See Attachment B.
B. Services will be paid on a Time and Materials Basis. With approval from the City Engineer, budget may be moved between major tasks as the project progresses to reflect the needs and focus areas of the project.

VI. TIMELINE

A. See Attachment C.
B. The duration of this Owner's Representative service scope is 12 months, based on the schedule identified by the Design Consultant for the Pilot Phase.

Attachment "B"

Compensation

City of Liberty Hill
Advanced Water Purification Facility - Owner's Representative

Fee Breakdown

Project Phase	Task Description	Principal	Sr. Project Manager	Technical Advisor	Deputy Proj. Manager	Senior Engineer	PE III	PE I	EIT	Funding Specialist	Sr. Environ. Planner	Sr. Project Controls	Project Controls	Public Outreach	Construction Manager	Admin	Total Hours	Cost	Subconsultants		Total Cost by Phase
		$ 390.00	$ 340.00	$ 295.00	$295.00	$ 275.00	$ 220.00	$ 170.00	$ 140.00	$ 190.00	$ 185.00	$ 250.00	$ 130.00	$ 280.00	$ 220.00	$ 105.00			Brown & Caldwell	Clean Water Strategies	
I. BASIC SERVICES																					
A.	**PROJECT MANAGEMENT**																				
1	Meetings/Workshops																				
a.	Project Kickoff Meeting		4		4			8	8							4	28	$ 5,440.00	$ 10,676.00		
b.	Project Progress Meetings (12)		24		24	24			36	12						12	132	$ 30,420.00	$ 37,582.00		
c.	City Council, Committee, and/or Board Meetings (2		12	12					12							4	40	$ 9,720.00			
2	Scheduling																				
a.	Monthly Schedule Updates		6						30							12	48	$ 7,500.00			
3	Budgeting																				$ 189,959.00
a.	Ongoing Budget Review and Updates		12		12							24					48	$ 13,620.00			
4	Project Administration																				
a.	Internal Team Meetings/Coordinatior		24		36	24		24	24	12							144	$ 35,100.00			
b.	Monthly Project Status Reports		6		24			18								24	72	$ 14,700.00	$ 14,937.00		
5	Project Management Plan		2		4	4			4							4	18	$ 3,940.00	$ 6,324.00		
																TASK A. TOTALS	**530**	**$ 120,440.00**	**$ 69,519.00**	**$ -**	
B.	**DOCUMENT COORDINATION AND FILE MANAGEMENT**																				
1	Establish SharePoint Site				2				8			4	16				30	$ 4,790.00			
2	SharePoint Site Maintenance		2		4				16			8	36				66	$ 10,780.00			$ 22,180.00
3	Develop and Maintain Project Coordination Logs				4				16			4	12			6	42	$ 6,610.00			
																TASK B. TOTALS	**138**	**$ 22,180.00**	**$ -**	**$ -**	
C.	**FUNDING SUPPORT**																				
1	Funding Implementation Evaluatior																				
a.	Technical Information Coordination				4	4				4	4						16	$ 3,780.00			
b.	Funding Evaluation				2	2				24		4				4	36	$ 7,120.00			
c.	Funding Strategy Memorandum		2		2	2			8	16	4	4				4	42	$ 8,140.00			
2	Develop and Maintain Funding Tracking Tools				2				6	16		4	12				40	$ 7,030.00			
3	EPA WIFIA Application Support																				
a.	Application Development and Submission		2		4				20	48	24	4	8			8	118	$ 21,100.00			
b.	Loan Closing Support				2				8	24		8					42	$ 8,270.00			
4	AWPF Funding Support																				$ 179,620.00
a.	TWDB SRF Support		2		4				24	60	12	12	16			16	146	$ 25,600.00			
b.	TWDB SWIFT Support		2		4				24	60	12	12	16			20	150	$ 26,020.00			
c.	WIFIA Support				2				12	24		8	16			4	66	$ 11,330.00			
d.	USBR Support		2		4				32	48	8	12	16			12	134	$ 23,280.00			
5	NFWWTP Funding Support																				
a.	NFWWTP Program Compliance		2		2				8	24	4	4					44	$ 8,690.00			
b.	TWDB SRF Support		2		2				16	40	8	8	16			8	100	$ 17,510.00			
c.	WIFIA Support				2				12	24		8	16			8	70	$ 11,750.00			
																TASK C. TOTALS	**1,004**	**$ 179,620.00**	**$ -**	**$ -**	
D.	**EXTERNAL PROJECT COORDINATION**																				
1	Water Master Plan Coordination		2		4	16		8	16								46	$ 9,860.00			
2	Development Services		2		4	8		8	16								38	$ 7,660.00			$ 25,600.00
3	Adjacent Projects		2		4	8		8	16							4	42	$ 8,080.00			
																TASK D. TOTALS	**126**	**$ 25,600.00**	**$ -**	**$ -**	
E.	**PILOT PHASE SUPPORT - AWPF**																				
1	Coordination and Meetings																				
a.	Monthly Consultant Progress Meetings	4	18		18	18			36				12				106	$ 24,540.00			
b.	Design Workshops		12		12	12			18				12				66	$ 15,000.00			
c.	City Staff Execution Support	2	4		12	12		16	24		4	4	8				86	$ 17,840.00			
2	Agency Coordination Support																				
a.	TCEQ Support		16	8	4			4	8								40	$ 10,780.00		$ 16,200.00	
b.	Utility Coordination		4					12	24								40	$ 6,760.00			
c.	US Army Corps of Engineers		2		4			8	8		8					8	38	$ 6,660.00			
d.	Williamson County				4			4	8								16	$ 2,980.00			
3	Public Engagement Support																				
a.	Communication Plan		4	2	4	4		12	6					20		6	58	$ 13,340.00			
b.	Public Meetings		4	2	4	8			8					16		4	46	$ 11,350.00			
c.	Stakeholder Engagement and Public Outreach		16	2	8	16			24	16				80		8	170	$ 42,430.00			$ 469,460.00
4	Technical Review and Coordination																				
a.	Review pilot system design - improvements / modularity		2	2		40		16	16								76	$ 17,230.00	$ 15,318.00		
b.	Review pilot testing protocol		4	4		48		24	24								104	$ 23,180.00	$ 17,472.00		
c.	Review pilot sampling		2	2		16			4								24	$ 6,230.00	$ 17,322.00		
d.	Review source water characterization		2	2		28			4								36	$ 9,530.00	$ 16,586.00		
e.	Review pilot test report		4	4		32			8								48	$ 12,460.00	$ 16,334.00		
f.	Development of Prelim. Engineering Feasibility Report	2	8	12		60		16	48								146	$ 32,980.00	$ 28,176.00		
h.	Participate in vendor meetings		4			12			12								28	$ 6,340.00	$ 16,802.00		
5	Construction Close-Out																				
a.	Facilitate final construction completion and close out		4	8	4	16			32						40	12	116	$ 23,840.00			
b.	Assess initial pilot startup and operation	2	4	16	4	40			8						8		82	$ 21,920.00			
c.	Coordinate closeout documents		4		4	8			28	6					40	12	102	$ 19,860.00			
																TASK E. TOTALS	**1,428**	**$ 325,250.00**	**$ 128,010.00**	**$ 16,200.00**	
F.	**Preliminary Design – AWPF Full Scale Facility**																				
1	Technical Support	2	8	8	16	32											66	$ 19,380.00			

Project Phase	Task Description	Principal	Sr. Project Manager	Technical Advisor	Deputy Proj. Manager	Senior Engineer	PE III	PE I	EIT	Funding Specialist	Sr. Environ. Planner	Sr. Project Controls	Project Controls	Public Outreach	Construction Manager	Admin	Total Hours	Cost	Subconsultants		Total Cost by Phase
		$ 390.00	$ 340.00	$ 295.00	$295.00	$ 275.00	$ 220.00	$ 170.00	$ 140.00	$ 190.00	$ 185.00	$ 250.00	$ 130.00	$ 280.00	$ 220.00	$ 105.00			Brown & Caldwell	Clean Water Strategies	
2	Design Submittal Reviews		4	12	8	32	12	16	24								108	$ 24,780.00			
3	Regulatory Conformance		4	8		16		4	4								36	$ 9,360.00			$ 83,720.00
4	Technical Concept Evaluation		4	16	8	32		4	8								72	$ 19,040.00			
5	Vendor Coordination Support		4			8		4	12								28	$ 5,920.00			
6	Schedule and Budget Updates		2			8		4	12								26	$ 5,240.00			
																TASK F. TOTALS	336	$ 83,720.00	$ -	$ -	
G.	**Preliminary Design – Transfer Pump Station & Pipeline**																				
1	Technical Support		2		4	2	20		20			4					52	$ 10,610.00			
2	Submittal Reviews		2		4	2	16		16			4					44	$ 9,170.00			$ 30,750.00
3	Design Consultant Coordination		4		4	2	16		24			4					54	$ 10,970.00			
																TASK G. TOTALS	150	$ 30,750.00	$ -	$ -	
H.	**Project Delivery Evaluation**																				
1	Project Delivery Evaluation	4	8	8	8	16		12	20	2	8	4		4			94	$ 22,220.00			$ 22,220.00
																TASK H. TOTALS	94	$ 22,220.00	$ -	$ -	
I.	**Additional Support (As Needed)**																				
1	Additional Support		24	16	36	40	24	24	24	16	24	8	8	16	16	8	324	$ 73,380.00	$ 10,854.00		$ 84,234.00
																TASK I. TOTALS	324	$ 73,380.00	$ 10,854.00	$ -	
																EXPENSES	-	$ 8,410.00	$ -	$ -	$ 8,410.00
	GRAND TOTAL	16	296	144	332	652	88	254	884	476	120	156	220	136	104	212	4,130	$ 891,570.00	$ 208,383.00	$ 16,200.00	$ 1,116,153.00

*Breakdown of subconsultant fees attached.

Liberty Hill

Owner's Representative Phase 1 (Pilot)

Prepared

8/13/2026

	Labor																		Expenses			
LABOR	**PIC**	**PM**	**PMA**	**PA**	**OFFICE**	**SMS**	**Tech Lead**	**Prin Engineer**	**Sr Engineer**	**Engineer III**	**Engineer II**	**Engineer I**	**Cost Estimator**	**Construct Specialist**	**Delivery Method Specialist**	**Operations Specialist**	**SUBTOTAL**	**SUBTOTAL**			**SUBTOTAL**	**TOTAL**
	Evans	White	Generic	Generic	Generic	Gerringer	White	Himebaugh	Magee, Vilimanovic	Vinge, Valencia	Generic	Que	Generic	Generic	Generic	Mason						
2026 Hourly Rate	$350.00	$315.00	$150.00	$135.00	$120.00	$350.00	$315.00	$260.00	$225.00	$200.00	$175.00	$150.00	$285.00	$285.00	$315.00	$350.00						
2027 Hourly Rate	$362.00	$326.00	$155.00	$140.00	$124.00	$362.00	$326.00	$269.00	$233.00	$207.00	$181.00	$155.00	$295.00	$295.00	$326.00	$362.00	**HOURS**	**LABOR COST**	APC	Travel	**Expenses**	**COST**
TASK PM – Project Management and General																	237	**$58,297**	$1,422	$9,800	**$11,222**	**$69,519**
Project Setup (PMP and QMP)	1	2	4	4	4	2	2	2	4	4							**29**	**$6,150**	$174		**$174**	**$6,324**
Kickoff Meeting	2	2				8	8	2	4								**26**	**$8,070**	$156	$2,450	**$2,606**	**$10,676**
Monthly Meetings	2	6				28	34	6	12	8							**96**	**$29,656**	$576	$7,350	**$7,926**	**$37,582**
Invoicing and administration	2	12	16	32	24												**86**	**$14,421**	$516		**$516**	**$14,937**
TASK 1 – Technical Coordination																	568	**$135,456**	$3,408	$0	**$3,408**	**$138,864**
Review pilot system design for opportunities for improvements / better modularity		2				4	4	4	16	24	8					2	**64**	**$14,934**	$384		**$384**	**$15,318**
Review pilot testing protocol, including commissioning activities and process water management strategies		2				4	4	2	24	28	8					2	**74**	**$17,028**	$444		**$444**	**$17,472**
Review pilot sampling		2				4	4	2	16	28	8	8				2	**74**	**$16,878**	$444		**$444**	**$17,322**
Review source water characterization data and ongoing sampling plan		2				4	4	2	16	28	8	8					**72**	**$16,154**	$432		**$432**	**$16,586**
Review pilot test report, focusing on appropriateness of conclusions and recommendations		2				8	4	2	24	24							**64**	**$15,950**	$384		**$384**	**$16,334**
Support / participate in development of the project Preliminary Engineering Feasibility Report based on pilot results		2			12	8	8	2	20	24	8		8	6	6	6	**110**	**$27,516**	$660		**$660**	**$28,176**
Participate in vendor meetings		2				6	4	4	16	24				2	2	4	**64**	**$16,418**	$384		**$384**	**$16,802**
Miscellenous Technical Support		2				4	4	4	8	8	8	8					**46**	**$10,578**	$276		**$276**	**$10,854**
TOTAL LABOR	**7**	**38**	**20**	**36**	**40**	**80**	**80**	**32**	**160**	**200**	**48**	**24**	**8**	**8**	**8**	**16**	**805**	**$193,753**	**$4,830**	**$9,800**	**$14,630**	**$208,383**
TOTAL LABOR COSTS	$2,483	$12,234	$3,055	$4,971	$4,914	$28,623	$25,757	$8,490	$36,871	$40,995	$8,596	$3,708	$2,360	$2,354	$2,601	$5,739	$193,753					

Clean Water Strategies

August 19, 2026

Mr. Ryan Owen, P.E.
Vice President and Regional Business Development Director
STV, Inc.
13809 Research Blvd, Suite 300
Austin, TX 78750

RE: Proposal to STV for Regulatory and Engineering Services for the City of Liberty Hill AWPF S2026-013 Owners Representative Services for AWPF, Phase 1 Pilot Study

Dear Mr. Owen:

Clean Water Strategies (CWS) is pleased to provide this proposal regarding regulatory and engineering services to STV for its work on the City of Liberty Hill Advanced Water Purification Facility, Phase 1 Pilot Study. CWS will participate in TCEQ permitting support during the pilot period. For this initial phase, CWS anticipates 3 meetings with TCEQ, plus an additional 40 hours of technical support, coordination and input. The following is a summary of anticipated tasks by CWS, and estimated hours and cost:

1. **Meetings with TCEQ** – Coordination, preparation, setting up and three meetings with TCEQ – 9 hours.

2. **Technical Support** – CWS will provide Technical Support for Pilot Phase – 40 hours.

3. **Project Management and Administration** – 5 hours

   Total – 54 hours @$300/hour = $16,200.

12003 Cherie Drive, Austin, Texas 78758 U.S.A. Telephone +1-512-699-5321

If you have any questions or require additional information, please let me know. I may be reached by email at raj@cleanwaterstrategies.com or by telephone at 512-699-5321. I look forward to working with you and your team on this important project.

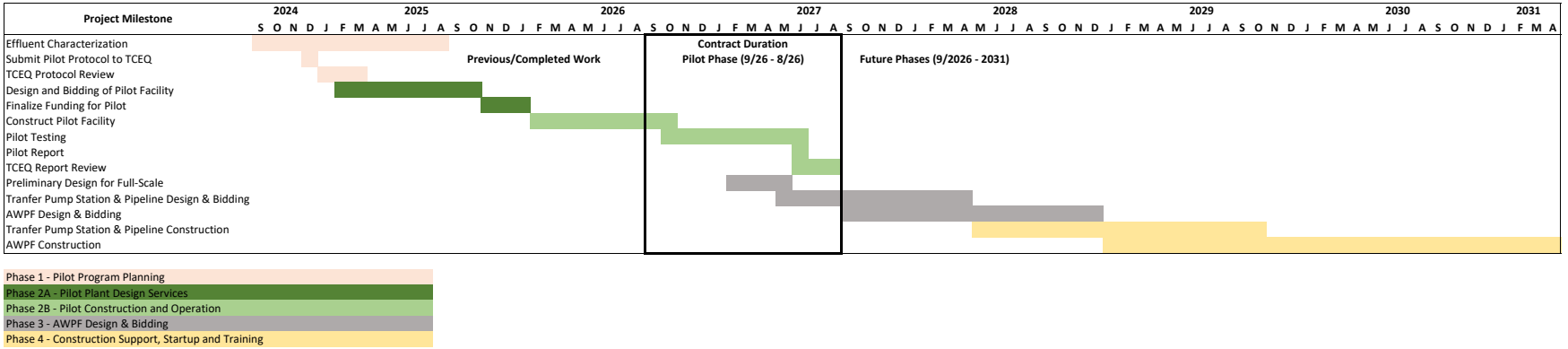
Sincerely,



Rajendra P. Bhattarai, P.E., DEE, WEF Fellow
President, Clean Water Strategies

Attachment "C"

Timeline



Phase 1 - Pilot Program Planning
Phase 2A - Pilot Plant Design Services
Phase 2B - Pilot Construction and Operation
Phase 3 - AWPF Design & Bidding
Phase 4 - Construction Support, Startup and Training

Attachment "D"

1295 Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1508850

Date Filed:
08/28/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STV Incorporated
San Antonio , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Liberty Hill, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
S2026-013
Professional Owner's Representation Services for Advanced Water Purification Facility - AWPF

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kelly, Greg	New York City , NY United States	X	
Dominick, Servedio	New York City, NY United States	X	
Kohler, Chuck	New York City, NY United States	X	
Black, David	Charlotte, NC United States	X	
Jannetti, Jerry	Tampa, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Marisa Vergara, and my date of birth is 06/22/1973.

My address is 12500 San Pedro Avenue Ste 450, San Antonio (city), TX (state), 78216 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 28th day of August (month), 20 26 (year).

Mar Vergara

Signature of authorized agent of contracting business entity
(Declarant)

Attachment "E"

City Standard Insurance Requirements

Firm providing goods, materials and services for the City of Liberty Hill shall, during the term of the contract with the City of Liberty Hill or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Liberty Hill as additional named insured as to the Commercial General Liability coverage.
2. Provide for at least ten (10) days prior written notice to the City of Liberty Hill for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Liberty Hill for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Liberty Hill, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.

- Professional Liability Insurance minimum limit of $1,000,000.

AGENDA ITEM 6.D

Discussion and consideration of possible action on a Professional Services Agreement with Pape-Dawson Engineers in the amount of $5,904,143.00 for Owner Representative and Construction Management and Inspection services associated with the North Fork Wastewater Treatment Plant project, and authorize the City Manager to execute the agreement.

City Council Meeting Date: September 9, 2026

Requested By: Elizabeth Hoeft, City Engineer

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discuss and consider action to approve a Professional Services Agreement with Pape-Dawson Engineers in the amount of $5,904,143.00 for Owner Representative and Construction Management and Inspection services associated with the North Fork Wastewater Treatment Plant project and authorizing the City Manager to execute the same.

AGENDA ITEM WORDING:

Discuss and consider action to approve a Professional Services Agreement with Pape-Dawson Engineers. in the amount of $5,904,143.00 for Owner Representative and Construction Management and Inspection services associated with the North Fork Wastewater Treatment Plant project and authorizing the City Manager to execute the same.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed Professional Services Agreement provides owner representative and construction management and inspection services for the bid and construction phases of the North Fork Wastewater Treatment Plant Project. The owner's representative will assist the City with several critical tasks required to successfully complete the North Fork Wastewater Treatment Plant project. The owner's representative will provide services for the following items:

I. Procurement Strategy and Implementation – assisting with the competitive sealed bidding process and the contractor selection process
II. Project Management – reviewing the contractors schedule and schedule of values, coordinate and lead construction kick-off meeting, provide monthly project status update reports, provide constructability reviews
III. Cost Estimating – reviewing the engineer and contractor's cost models
IV. Commercial Support – provide input on contract revisions and provide contract negotiation support
V. Risk Management – develop and maintain a project risk assessment and validate contingency
VI. Construction Management – provide construction oversight, cost/schedule control, conduct site visits for inspection and observation of contractor's work, project threat mitigation, and construction administration

It is in the City's best interest to utilize an owner's representative for this project due to the complexity, scale, and highly regulated nature of the North Fork Wastewater Treatment Plant. The facility must be constructed to meet stringent regulatory requirements and operate safely, reliably, and efficiently to protect public health and the environment for decades to come.

As one of the largest capital investments currently planned by the City of Liberty Hill, the project warrants an additional level of oversight throughout construction. Utilizing an owner's representative will provide dedicated support on behalf of the City, helping to oversee project delivery, coordinate among the design and construction teams, manage risks, monitor schedule and budget, and ensure that the City's interests and long-term operational needs remain a priority throughout construction.

With the addition of the North Forks Wastewater Treatment Plant, wastewater flows from Santa Rita that are currently treated at the South Forks Wastewater Treatment Plant will be redirected to the new North Forks facility. This shift will free up significant treatment capacity at the South Forks facility, providing additional capacity to accommodate future development and growth within the City.

Project History:

In 2022, Steger Bizzell, the acting City Engineer at the time, was contracted to begin engineering design of the North Fork Wastewater Treatment Plant, with a total contract amount of $2,500,000.

In 2023, the 100% design engineering plans were submitted to the City for review. During this review, staff identified major deficiencies in the plans and determined that they were not sufficient for the construction of a fully functioning wastewater treatment plant. Steger Bizzell was paid $1,421,165.50 of the $2,500,000 of the contract for the design services that were provided.

On January 24, 2024, Council approved an agreement with Garver Engineering in the amount of $28,176 for engineering review of the North Fork Wastewater Treatment Plant design documents created by Steger Bizzell. Upon completion of their review, Garver determined that the design documents were not sufficient for the construction of the plant, and the project would need to be redesigned.

In July of 2025, Council approved an agreement with Garver Engineering in the amount of $2,676,738 for topographic survey, environmental review, design confirmation report, 30% design documents, and 60% design documents.

On February 25, 2026, Council approved an agreement with Garver Engineering in the amount of $4,965,989.00 for final design, permitting, bidding, and construction administration services for the NFWWTP project.

August 17, 2026, The North Fork Wastewater Treatment Plant project was solicited through a competitive sealed bidding process. Bids are slated to be opened October 1, 2026.

Fall 2026-Winter 2028 – Anticipated Construction Duration

FISCAL NOTES / FINANCIAL IMPACT:

This project was budgeted for in the City's Fiscal Year 2026 Capital Improvement Plan (CIP) with a total estimated project cost of $77,974,264. The funding identified in the 2026 CIP was intended for engineering design and construction, and did not account for Inspection/Testing, Contingency, or Owner's Representative services. The project was updated in the 2027 CIP and Budget, slated for approval tonight.

The Fiscal Year 2027 CIP is anticipated to further refine the project's overall budget, funding strategy, and implementation schedule, providing greater clarity regarding the anticipated timeline for completion as well as overall project expenditures.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The professional services agreement was reviewed and approved by the City Attorney.

SUGGESTED MOTION(S):

The proposed professional services agreement will support the city successfully deliver a critical infrastructure project that promotes sustainable long-term growth for the city, therefore staff recommends approving a Professional Services Agreement with Pape-Dawson Engineers in the amount of $5,904,143.00 for Owner Representative and Construction Management and Inspection services associated with the North Fork Wastewater Treatment Plant project and authorizing the City Manager to execute the same.

RESPONSIBLE STAFF / FOLLOW-UP:

N/A

ATTACHMENTS:

Professional Services Agreement

General Location Map

Project Overview 2026 CIP

LIBERTY HILL
TEXAS

Capital Improvement Program

Capital Project Details

Regional Wastewater

PROJECT ID R## **PROJECT TITLE** North Fork WWTP (1.4 MGD) (Santa Rita)

PROJECT DESCRIPTION:

Santa Rita Upper Middlebrook Wastewater Treatment Facility (WWTF), which will serve the Santa Rita/Upper Middlebrook Development. Treated effluent will be discharged to an unnamed tributary, thence to Sowes Branch, thence to North Fork San Gabriel River in Segment No. 1251 of the Brazos River Basin. The Santa Rita Upper Middlebrook Wastewater Treatment Facility will consist of a membrane bioreactor (MBR) treatment system, which combines conventional biological activated sludge processes with membrane filtration. Treatment units in the Interim I and Interim II phases will include a fine screen, two anoxic basins, two anaerobic basins, two aerobic basins, two MBR basins, a sludge holding tank, and either a chlorine contact chamber, or an ultraviolet light (UV) disinfection system. Treatment units in the Final Phase will include a fine screen, two anoxic basins, two anaerobic basins, two aerobic basins, three MBR basins, a sludge holding tank, and either a chlorine contact chamber, or a UV disinfection system. This project will also serve irrigation water to the Santa Rita development as well as potential water for the AWPF facility for the City of Liberty Hill's drinking water supply.

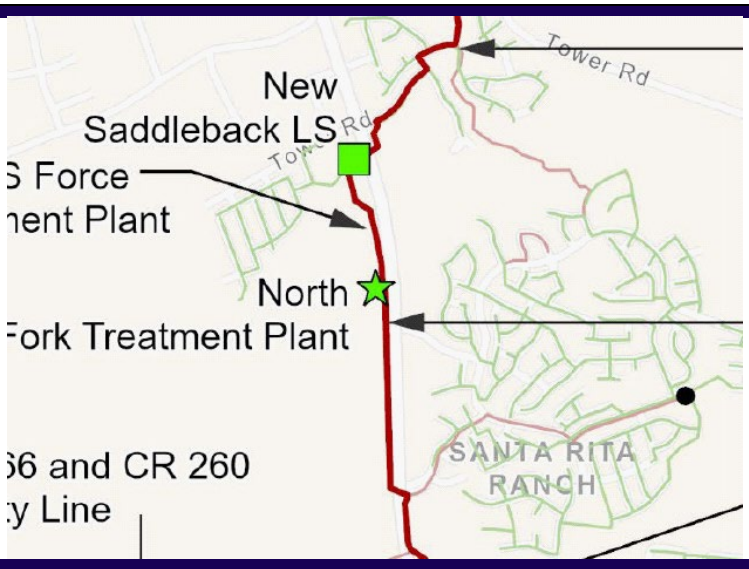
LOCATION/LIMITS:

Proposed facility will be located approximately 2.5 miles north of the intersection of Ronald Reagan Boulevard and State Highway 29, on the West side, in Williamson County, Texas 78628.

SCHEDULE	START	END
ENGINEERING/DESIGN	FY23	FY26
LAND/ROW ACQU.	TBD	TBD
CONSTRUCTION	FY27	FY29

PROJECT NEED/BENEFITS:

The City has approx. 40,000+ committed LUEs which equates to approx. 8MGD flow. The South Fork WWTP is only permitted for 4.0MGD currently and the North Fork will only have a final limit of 1.4MGD daily. This plant is needed for the City to meet its treatment needs and obligations. This plant will have room to expand to approximately 4.0MGD which would also greatly contribute to AWPF and the City's growth.



Project Costs		Estimated Total	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future
					Projected					
Source of Funds										
53-4-50-4210	WW Impact Fees	2,500,000	-	1,250,000	1,250,000	-	-	-	-	
501-4-50-4530	WWTP SR'26	75,474,264				25,158,088	25,158,088	25,158,088		
Grand Total		**77,974,264**	**-**	**1,250,000**	**1,250,000**	**25,158,088**	**25,158,088**	**25,158,088**	**-**	**-**
Project Expenses										
55-5-50-5207	Study/Assessment									
55-5-50-5207	Engineering Design	2,500,000	-	1,250,000	1,250,000	-	-	-	-	-
55-5-50-5200	Land/ROW	TBD								
501-5-50-55XX	Construction	75,474,264	-	-	-	25,158,088	25,158,088	25,158,088	-	-
501-5-50-55XX	Inspection /Testing									
501-5-50-55XX	Contingencies									
501-5-50-55XX	Other									
Total Project Expenses		**77,974,264**	**-**	**1,250,000**	**1,250,000**	**25,158,088**	**25,158,088**	**25,158,088**	**-**	**-**

PROFESSIONAL SERVICES AGREEMENT

CITY OF LIBERTY HILL, TEXAS

This Professional Services Agreement ("Agreement") is made and entered into by and between the **City of Liberty Hill, Texas** (hereinafter referred to as the "City") and **Pape-Dawson Engineers, LLC** (hereinafter referred to as "Contractor").

1. **MASTER AGREEMENT**

This Agreement establishes the general terms and conditions under which Contractor may provide services. The services to be performed by the Contractor are outlined in **Attachment "A"** to this Contract, which is attached and incorporated herein under the terms and conditions of this Contract.

2. **STANDARD OF CARE**

The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, and professional manner consistent with applicable generally accepted industry standards of quality and integrity. The Contractor represents that it has the necessary skill, experience, judgment and resources to perform the Services. The Contractor acknowledges that the City is relying on the Contractor's expertise, judgment, and experience in performing the Services and agrees to utilize its specialized skills to meet the City's needs.

3. **ATTACHMENTS**

All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein.

Attachment "A"	Scope of Work
Attachment "B"	Compensation
Attachment "C"	Timeline
Attachment "D"	1295 Form – Certificate of Interested Parties
Attachment "E"	Insurance Requirements

4. **COMPENSATION & PAYMENT**

a. **Payment for Services.** The City shall pay Contractor as set forth in **Attachment "B"**. Payment shall be made within 30 days of receipt of an approved invoice pursuant to Chapter 2251 of the Texas Government Code. Payments under this Contract may not exceed **$5,904,143.00** without written amendment of this Contract executed by both parties.

b. **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor

acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

c. Invoice Rejection and Correction. The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City's payment timeline will recommence upon receipt of the corrected invoice.

d. Allocation Of Price Risk. The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.

e. No Extension Or Adjustment. No Force Majeure Event shall entitle Contractor to an increase in the Contract Price or other compensation, nor an extension of the performance schedule, except where the City, in its sole discretion, agrees in writing. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.

5. TERM & TERMINATION

This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement. Either party may terminate this Agreement with thirty (30) days written notice.

a. Non-Appropriation Of Funds. Pursuant to the City's Purchasing Policy, it is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to continue the Services. The City may effect such termination by giving Contractor written notice of termination at the end of its then-current fiscal year.

b. Termination For Extended Force Majeure. If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

c. Termination for Cause.

1. The Contractor fails to perform in accordance with the provisions of these specifications or the Contractor violates any of the provisions of these specifications; or

2. The Contractor disregards laws or regulations of any public body having jurisdiction; or

3. The Contractor transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

4. If one or more of the events identified above in Subparagraph 1 through 3 above occurs, the City of Liberty Hill may, terminate the contract by giving the Contractor seven (7) days written notice. In such case, the Contractor shall only be entitled to receive payment for goods and services provided before the effective date of termination. The Contractor shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

5. When the contract has been so terminated by the City of Liberty Hill, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

d. **Duration.** The work will be commenced on execution of this agreement and completed according to a timeframe agreed upon in **Attachment "C"** of this Agreement. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with the Agreement is completed.

6. **RELATIONSHIP OF PARTIES**

It is understood by the parties that Contractor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind**.**

7. **EMPLOYEES**

Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

8. **MANDATORY TEXAS DISCLOSURES & VERIFICATIONS**

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Pursuant to Texas Government Code Chapters 2271, 2274, and 2252, Contractor

verifies that it: (1) Does not boycott Israel and will not do so during the term of this Agreement. (2) Does not boycott energy companies as defined by Section 809.001. (3) Does not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association. (4) Is not a company identified by the Texas Comptroller as a company with ties to foreign terrorist organizations. (5) Contractor is compliant with all other Texas laws including any additional disclosure requirements.

9. INDEMNIFICATION

Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. TO THE FULLEST EXTENT AUTHORIZED UNDER TEX. LOC. GOV'T CODE 271.904, CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS), AND HOLD HARMLESS THE CITY OF LIBERTY HILL FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES ARISING OUT OF THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CONTRACTOR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CONTRACTOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

10. INSURANCE

Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in **Attachment "E"**. Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement, except for any claims Contractor may have for unpaid compensation owed it pursuant to this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

11. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. Venue for any dispute shall lie exclusively in Williamson County, Texas.

12. ASSIGNMENT & AMENDMENT

This Agreement may not be assigned without written consent and may only be amended by a written instrument signed by both parties.

13. NOTICE

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered in person, (ii) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (iii) sent via electronic mail ehoeft@libertyhilltx.gov and purchasing@libertyhilltx.gov.

a. Effectiveness of Notice. Notice shall be deemed received if (i) upon actual delivery; (ii) three (3) business days after deposit by Certified Mail; or (iii) upon the sender receiving a "read receipt" or an active manual reply from the recipient acknowledging receipt. *Note: An automated "Out of Office" reply does not constitute effective notice.*

b. Address for Notice. Either party may change its address or email for notice by providing written notice to the other party as set forth herein.

To the City:	**To the Contractor:**
City of Liberty Hill	Pape-Dawson Engineers, LLC
Attn: Purchasing Administrator	Attn: Toby Flinn, P.E.
926 Main Street	800 E. Sonterra Blvd.
Liberty Hill, TX 78642	San Antonio, TX 78258
(512) 778-5449	(210)375-9000
purchasing@libertyhilltx.gov	tflinn@pape-dawson.com

14. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. GOVERNING LAW AND VENUE

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Williamson County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

17. CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages. Except as limited by applicable law (including those provisions applying to governmental agencies under the Constitution of the State of Texas), the total aggregate liability of Contractor to the City for any and all injuries, claims,

losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the greater of (1) the proceeds of Contractor's available liability insurance coverage required under this Agreement for coverage of any Claims; or (2) the compensation paid by the City to Contractor pursuant to this Agreement.

18. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor's subcontractors or suppliers.

19. SITE ACCESS AND SAFETY

City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's Contractors, subcontractors, or other parties present at the site.

20. RECORDING OF MEETINGS

The City shall provide any recordings, transcripts, notes, and/or minutes taken during any meetings between the City and the Contractor upon request, inclusive of any artificial intelligence-generated documents. If either the City or the Contractor intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

21. ENTIRE AGREEMENT.

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the entire agreement between the parties hereto, and supersede any and all oral and written contracts between the Parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of the parties.

CITY OF LIBERTY HILL	PAPE-DAWSON ENGINEERS, LLC
_____	_____
_____	September 1, 2026
Date	Date

ATTEST:

_____

City Secretary

Attachment "A"

Scope of Work

August 20. 2026
(Revised: August 26, 2026)
(Revised: August 28, 2026)

Ms. Elizabeth Hoeft
City of Liberty Hill
926 Main Street
Liberty Hill, TX 78642

Re: North Forks WWTP Owner Advisor and Construction Management and Inspection Services Professional Services Agreement

Dear Ms. Hoeft:

We are pleased to present this proposal for providing Owner Advisor (OA) and Construction Management and Inspection (CMI) services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

I. DEFINITIONS

A. Liberty Hill: City representatives given authority for making decisions related to this project.

B. Garver: Design Consultant and Engineer of Record responsible for the design of this project.

C. Pape-Dawson: Professional Service firm providing Owner Advisor and Construction Management and Inspection services.

D. Materials Testing Service: Professional Service firm selected to perform material testing.

E. Contractor: Firm selected for construction of this project.

II. OWNER ADVISOR GENERAL TASKS

A. Provide general assistance to Liberty Hill in coordinating work with existing Municipal Utility Districts to complete the work.
   1. Assist Garver in the commissioning plan.

III. CONSTRUCTION MANAGEMENT AND INSPECTION (CMI) GENERAL TASKS

A. Construction Manager
   1. Once the construction contractor is onboarded, review the contractor's baseline schedule and schedule of values.
   2. Lead the kickoff meeting.
   3. Perform construction observation and construction administration tasks as Liberty Hill's designated Owner's Representative during construction.
   4. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The OPT consists of Liberty Hill, Garver, Pape-Dawson, and the Material Testing Service. Pape-Dawson to manage the construction oversight processes and procedures and conduct progress meetings for the program.

5. Provide an on-site Construction Facility Manager for coordination and oversight of project.
6. Provide Owner's Field Representatives for projects for observation of construction activities on behalf of Liberty Hill.
7. Implement and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities, including submittals, substitution requests, construction schedule, requests for information, requests for change in the Contract Amount or the Contract Time, applications for payment, as-builts, records drawings, materials testing, record-keeping, and operating and maintenance manuals.
8. Review schedules, project costs and project progress payment requests from the Contractor and make recommendations to the Design Consultant for approval or rejection.
9. Provide monthly status reports which include at a minimum:
    a) Pape-Dawson progress payment requests including a 12-month cash flow projection and schedule updates.
    b) Risk Register updates
    c) Decision Register updates
    d) Updates to Program Schedule milestones which are mutually agreed upon by Liberty Hill, Pape-Dawson and Garver
    e) Overall Work completed to Date
    f) Tasks completed in the last 30 days
    g) Tasks to be completed in the next 30 days
    h) Overall Work to be completed
    i) Reasons & Solutions for Delays
10. Develop, implement, and maintain a Project Management Information System (PMIS) using Microsoft SharePoint. Pape-Dawson to host the SharePoint site and provide access to individuals involved in Construction Phase activities. Pape-Dawson intends to maintain documents in electronic format to the extent possible to be sustainable and also for ease of search and retrieval. Documentation includes drawings, logs, RFIs, submittals, payment applications, change orders, change orders, correspondence, letters and reports. Manage access to the PMIS.
11. Provide a Field Observation Report platform that promotes consistency in data collections, is searchable using metadata, and provides near-real time information. Pape-Dawson to use Autodesk Build for field reporting.

B. Owner's Field Representative Services
    1. Perform observation and documentation of construction activities for conformance to the Contract Documents as directed by the Construction Manager.
    2. Provide adequate, qualified staff to conduct daily, on-site observation services.
    3. Provide daily quality assurance of the Contractor's quality control process.
    4. Coordinate Material Testing Service verification testing with Contractors.

C. Commissioning. Commissioning services to be added through subsequent amendments if required.

IV. SPECIFIC CMI TASKS

A. Construction Meetings
   1. Preconstruction Conferences. Coordinate and conduct preconstruction conferences with OPT and Contractors. Prepare the meeting agenda packet and meeting minutes for Project meetings and distribute copies as directed by Liberty Hill.
   2. Construction Meetings. Coordinate and conduct construction meetings with OPT and Contractors for purposes of conforming with Program schedule goals.
   3. Monitor Contractor Activities During Construction Phase to Check Conformance with Program Schedule, Budget and Quality Goals.
   4. Participate in partnering sessions.

B. Site Visits. Prepare daily field reports and representative photos that generally document the Contractor's personnel, hours on job site, equipment in use and idle, general safety observations, quality control activities, weather conditions, data relative to extras or deductions in bid items, Work in progress and accomplished, whether Work is in general conformance with the Contract Documents, general observations and documentation of testing procedures and results. Identify deviations in the Work from the Contract Documents, note the deviations in daily reports, notify the Contractor and, as needed, the OPT of the deviations, and monitor the deviations until they are resolved.

C. Review documentation and Contractor resources to check that Contractor, Subcontractor, and other Project team members have the required qualifications, training, licenses, and certifications as specified.

D. Assist in coordinating Design Consultant observations of the progress and quality of the executed work and coordinate responses to Contractors when work is not proceeding according to contract requirements.

E. Contractor Pay Requests. Before the Contractor submits applications for payment to the Design Consultant under Section 12.1 of the TWDB Supplemental Contract Conditions, review applications in draft form, check whether the amount requested reflects the progress of the Work and is in accordance with the Contract Documents, and provide a recommendation to the Design Consultant as to the acceptability of the application.

F. Contractor Schedule. Review and check logic, sequencing, and required milestones in the Contractor's initial schedule. Check Contractor's work breakdown schedule against schedule of values to facilitate payment application review process. Review schedule for variances Contractor's schedule as part of the monthly pay application review process and notify OPT of potential concerns in delivering the Project on time.

G. Contractor Redlines. Ensure Contractor is maintaining construction activity, approved changes, and contract deviations to support the preparation of accurate Record Drawings at the conclusion of construction.

H. Quality Assurance. Monitor the Contractor for implementation, documentation, and verification of the Contractor's Quality Control Plan. Review submittals and Certified Test

Reports. Conduct preparatory meetings of the three-phase control system with CMI, Design Consultant, and Contractor.

I. Change Order Documentation. Monitor and coordinate with the Design Consultant the preparation of supporting documentation and/or design, and review of final draft of Change Order documents. Coordinate with the Design Consultant in the preparation, maintenance, and distribution of the Project Change Order log.

J. Substantial Completion Coordination. Coordinate with OPT and Contractor to conduct an on-site review. Maintain records of list of Work corrections (punch-list items) that need to be addressed for Final Completion and provide to Contractor.

K. Final Completion Coordination. Coordinate with the OPT and Contractor to conduct an on-site review upon notification by Contractor that Work is ready for final inspection and acceptance, and receipt of Contractor's final Application for Payment. Support the Design Consultant with preparation of the final Application for Payment upon work being found acceptable.

L. Monitor, Review and Coordinate RFIs, Change Orders, Field Revisions, Punch Lists, and other Actions during Construction. Coordinate monitor and log Design Consultant responses to requests for information (RFI) submitted by the Contractor. Prepare, maintain, and distribute a Project RFI log. Assist in the resolution of RFI's as needed.

M. Technical Documentation Coordination. Coordinate the provision of technical documentation to support the resolution of claims, disputes and other matters relating to the execution or progress of the construction work or interpretation of the Contract Documents.

N. Change Management. Track the progress of changes (potential and approved). Notify Liberty Hill and Garver of potential change requests based on RFIs submitted by the Contractor, or discussions of the work. Review Contractor change orders and delay claims and make recommendations to Liberty Hill. Assist the Design Consultant in the preparation of change requests for review, approval or rejection by Liberty Hill providing photographs, field records, testing results and other documentation as needed to help evaluate the change request.

O. Substantial and Final Completion. Coordinate and support the Design Consultants professional inspections to determine the dates of substantial completion and final completion for the Project, to evaluate the work for acceptable conformance with the construction contract documents and to verify that any minor deviations from the construction contract documents have been corrected. Coordinate with the Design Consultants to receive and review written warranties and related documents required by the construction contract documents and assembled by the Contractor.

P. Submittals. Monitor and record the progress of Contractor submittals such as shop drawings, product data, samples, schedules, laboratory, quarry, shop and mill tests of material and equipment. Coordinate and monitor Design Consultant progress in review and processing of Contractor submittals. Identify if submittals are reviewed and returned to the Contractor by the Design Consultants with recommendation for action to be taken.

Q. Ensure the Contractor maintains a current Master Submittal Log showing the status project submittals. The Contractor will prepare a Submittal Schedule, based on the specifications.

R. Monitor and Coordinate Project Close Out.
   1. Record Drawings. Coordinate and monitor the Design Consultant's review of contractor as-built drawings and check that compiled field changes and orders, and permit corrections are complete and correctly reflected on drawings according to best available information and knowledge. Production of the record drawings will be done by the Design Consultant.
   2. Close Out Procedure. Work with the Design Consultants and Liberty Hill to check that close out paperwork required by the TWDB and Contract Documents is completed and submitted to receive release of retainage and Certificate of Approval for each Project.

Estimate of costs: See attached Exhibit A.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Construction Manager is not responsible for the design, adequacy, or technical correctness of the Work or the services of the Engineer of Record.*
- *Excludes design or constructability reviews due to progression of design and contractor advertisement schedule.*
- *Excludes material testing services.*
- *Excludes traditional design contract administrative (CA) duties and responsibilities.*
- *Excludes startup and commissioning and integration services but can be added through an amendment.*
- *This estimate is based upon an expected final completion date of August 2029. If the projects extends past this date, Pape-Dawson will request an extension of services.*
- *Rates are valid through 2027 and will increase by 3% annually beginning in 2028 and is included in this budget.*
- *Microsoft SharePoint services are estimated based upon standard cloud business deployment. Program needs that escalate those standard deployments, such as cyber-security requirements, will require additional fees.*
- *Third party cost estimating services are not included.*
- *Office space including trailers is not included and is not anticipated at this time.*
- *Direct expenses for reproduction, travel, express mail, special deliveries, trailer rental, and temporary office utilities will be an allowance as shown in Exhibit D.*
- *Additional services requested by Liberty Hill which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of **$5,904,143.00** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the Professional Services Agreement #S2026-012-PDE by and between Client and Pape-Dawson, dated effective as of the **9th day of September 2026** with the same force and effect as if all of the terms of such Agreement were recited verbatim herein. Conflicts between the Professional Service Agreement #S2026-012-PDE and this Proposal to be governed and controlled by this Proposal.

We appreciate the opportunity to work with you on this project. If this proposal meets with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email, fax or US Mail for our records. Receipt of the executed document serves as authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

John Reidy, P.E
Managing Principal

Attachments
- Exhibit A – Estimate of Costs
- Exhibit B – Organization Chart
- Exhibit C – Estimated Staffing Matrix for 2026-2029
- Exhibit D – 2026-2027 Hourly Rate Schedule

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Attachment "B"

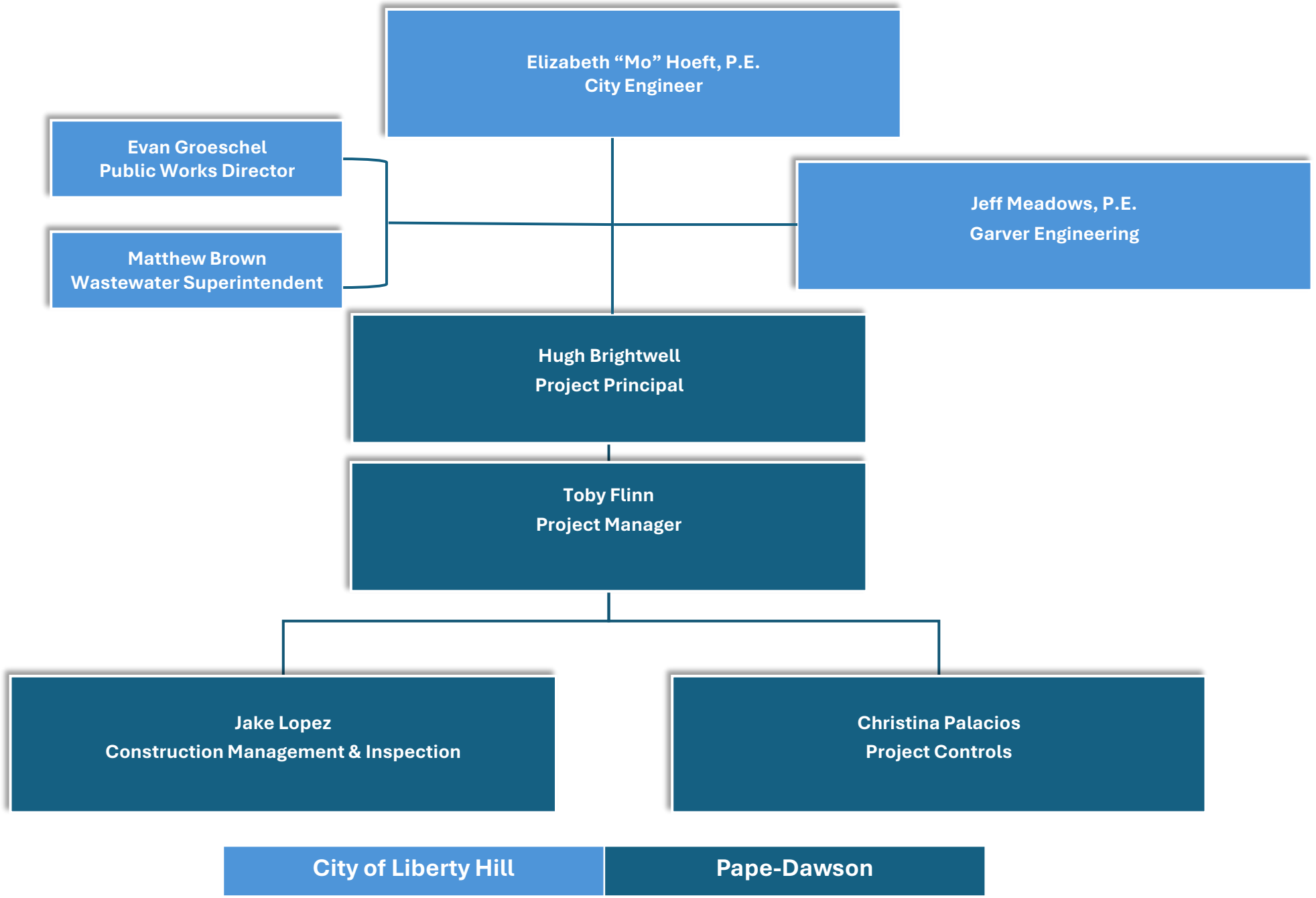
Compensation

EXHIBIT A
Estimate of Costs

Liberty Hill NFWWTP	Team	Name	2026-2029		
			Unit Total		Fee
A. Owner Advisor & CA Services					
Owner Advisor Team	Team	Name			
Principal In Charge	PD	Hugh Brightwell	525	$	180,132
Project Manager	PD	Toby Flinn	525	$	174,755
Administration	PD	Gabi Dooley	175	$	25,093
Develop, Implement and Maintain PMIS					
Document Control Manager	PD	Christina Palacios	655	$	185,462
Document Control Specialist	PD	Sara Retzloff	730	$	156,858
Provide Field Observation Platform					
Autodesk Build	PD'	LS	2	$	3,500
GPS Equipment	PD'	Units	2	$	4,000
B. Field Construction Manager Services					
Execute CMP					
Construction Manager	PD	Jake Lopez	7,460	$	1,873,364
Senior Construction Field Manger	PD	Jason Adamitz	1,380	$	311,055
C. Owner's Field Representative Services					
WWTP Lead Field Representative Lead	PD	TBD	7,410	$	1,481,295
WWTP Field Representative	PD	TBD	7,040	$	1,336,881
Labor Total			25,900	$	5,724,896
Non-Labor Total				$	7,500
Estimated Direct Expenses includes Per Diem(3% of Labor)		3%		$	171,747
Grand Total				**$**	**5,904,143**

EXHIBIT D
Hourly Rates

2026-2027 Rates		
Key Staff [2]	**Range ($/Hr)**	
Principal In Charge	$335	
Project Manager	$325	
Deputy Project Manager	$300	$315
Construction Manager	$245	$255
Construction Field Manager	$210	$225
Full-Time Inspectors [1]	**Range ($/Hr)**	
Pipeline (Senior)	$175	$185
Pipeline (Junior)	$125	$165
Facility - Building/Structural/Mechanical	$180	$205
Facility - Quality Manager	$160	$180
As-Needed Inspectors [2]	**Range ($/Hr)**	
Electrical / I&C	$215	$230
CWI/Coatings	$185	$200
Cathodic Protection	$190	$220
Process Equipment	$180	$225
Support	**Range ($/Hr)**	
Commissioning Manager [2]	$285	$300
Scheduler	$190	$200
Administrative	$120	$145
SharePoint Manager	$175	$185
SharePoint Tech	$150	$165
Document Control Manager	$245	$280
Document Control Specialist	$210	$220
Notes		
(1) Rates **include** costs for vehicle and computer unless otherwise negotitated		
(2) Mileage, vehicle, and lodging costs may be charged for this group at standard allowable rates		


Elizabeth “Mo” Hoeft, P.E.
City Engineer
Evan Groeschel
Public Works Director
Matthew Brown
Wastewater Superintendent
Jeff Meadows, P.E.
Garver Engineering
Hugh Brightwell
Project Principal
Toby Flinn
Project Manager
Jake Lopez
Construction Management & Inspection
Christina Palacios
Project Controls
City of Liberty Hill
Pape-Dawson

Attachment "C"

Timeline

		Hours	Rate	Total Price
A. Owner Advisor & CA Services				
Owner Advisor Team				
Principal In Charge	Hugh Brightwell	**525**	**335**	**180,132**
Project Manager	Toby Flinn	**525**	**325**	**174,755**
Administration	Gabi Dooley	**175**	**140**	**25,093**
Develop, Implement and Maintain PMIS				
Document Control Manager	Christina Palacios	**655**	**275**	**185,462**
Document Control Specialist	Sara Retzloff	**730**	**210**	**156,858**
B. Construction Manager Services				
Execute CMP				
Construction Manager	Jake Lopez	**7,460**	**245**	**1,873,364**
Senior Construction Field Manger	Jason Adamitz	**1,380**	**220**	**311,055**
C. Owner's Field Representative Services				
WWTP Field Observation and Reporting				
WWTP Lead Field Representative Lead	TBD	**7,410**	**195**	**1,481,295**
WWTP Field Representative	TBD	**7,040**	**185**	**1,336,881**
TOTALS		**25,900**		**$ 5,724,896**

Attachment "D"

1295 Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1508607

Date Filed:
08/27/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Liberty Hill

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
11014288-000
North Forks WWTP Owner Advisor and Construction Management and Inspection Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Reidy, and my date of birth is 07/21/1966.

My address is 6105 Tennyson Parkway, Suite 210, Plano (city), TX (state), 75024 (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 27th day of August (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment "E"

City Standard Insurance Requirements

Firm providing goods, materials and services for the City of Liberty Hill shall, during the term of the contract with the City of Liberty Hill or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Liberty Hill as additional named insured as to the Commercial General Liability coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Liberty Hill for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Liberty Hill for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Liberty Hill, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.
- Professional Liability Insurance limit of $1,000,000.

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER: 55423496** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Liberty Hill Attn:
Purchasing Administrator
926 Main St.
Libery Hill, TX 78642

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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and Employers Liability. 30-Day Notice of Cancellation.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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SUPPLEMENTAL CONTRACT CONDITIONS – Federal Projects – Professional Services

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for TWDB and WIFIA assistance to be performed under this construction contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the TWDB. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower-tier contract. This contract is subject to applicable provisions 31 TAC Chapters 358 and 363, 31 TAC Chapter 371 (DWSRF), and 31 TAC Chapter 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

(a) The terms "Owner" or "Applicant" mean the local entity contracting for the construction services.

(b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or another person who may be, at the time, acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.

(c) The term "Engineer" means the engineer the Owner has authorized to work on the project.

(d) The term "WIFIA" means the Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) established the WIFIA program, an EPA-operated bank that provides supplemental, flexible, low-cost credit assistance to **public** and **private** borrowers for all types of wastewater, drinking water, and stormwater projects.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall be familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and must indemnify and save harmless the Owner, TWDB, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

(a) The Owner, authorized representatives and agents of the Owner and TWDB must, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.

(b) Any such inspection or review by the TWDB must not subject the State of Texas, or its representatives, to any action for damages.

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds that include the following explicit conditions in the body of the bond:

(a) the performance bond must include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices;

(b) the performance and payment bonds must be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the Engineer of the political subdivision; and

(c) the Contractor must utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payment Schedule and Cost Breakdown

(a) The Contractor must submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.

(b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor must submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown must be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner the unit prices established in the breakdown must be used in estimating the amount of the partial payments to be made to the Contractor.

8. Workers' Compensation Insurance Coverage consistent with Texas Labor Code Section 406.096

(a) The Contractor must certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.

(b) Each Subcontractor on the public project must provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.

(c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(a) "Building or construction" includes:

- erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- remodeling, extending, repairing, or demolishing a structure; or
- otherwise improving real property or an appurtenance to real property through similar activities.

(b) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. Certificate of Eligibility

By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a). The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

10. Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(a) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(b) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(c) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

11. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
(c). Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(d) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(e) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(f) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(g) Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

(h) Federal discring Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

(i) Reporting requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (D)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph

(D)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (D)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered for telecommunications equipment or services.

12. Anti-Discrimination

Age Discrimination Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964; and Clean Water Act.

Contractor and all subcontractors shall comply with all anti-discrimination provisions in federal law, Texas law, and the U.S. Constitution, including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (pdf) (261 KB), 42 U.S.C. § 2000d et seq., as amended, states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

(2) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., as amended and supplemented by Executive Orders 11914 and 11250, states that "(n)o otherwise qualified individual with a disability in the United States…shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance…," and

(3) The Age Discrimination Act of 1975 (pdf) (135 KB), 42 U.S.C. § 6101 et seq., as amended, states that "(n)o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance…"

(4) As codified in 33 U.S.C. § 1251, Section 13 provides that "No person in the United States shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance…"

AGENDA ITEM 6.E

Discussion and consideration of possible action on Ordinance No. 2026-O-021 conditionally approving the Jeff's Auto Body Site Plan and Utility Service Request for approximately 2.1 acres generally located at the eastern corner of Bevers Road and State Highway 29, addressed as 100 Bevers Road, and authorizing City-provided water service.

City Council Meeting Date: September 9, 2026

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

Submitted/Prepared By: Tiffany Turpen, Senior Planner

Type: (Action/Discussion Only /Consent/Exec. Session/Public Hearing) : Action

AGENDA ITEM COVER SHEET

ITEM/TITLE:

2024-38-SDP – Jeff's Auto Repair Utility Service Request(Ordinance No. 2026-O-021)

AGENDA ITEM WORDING :

Consideration and possible action to approve Ordinance No. 2026-O-021 authorizing the conditional approval of the Jeff's Auto Body Site Plan and Utility Service Request, consisting of approximately 2.1 acres, generally located at the eastern corner of Bevers Rd and Hwy 29 and addressed as 100 Bevers Rd, legally described as Lot 1A, Amending Plat of Lots 1 & 2 Amifast Industrial Park, and more particularly described by Williamson Central Appraisal District Parcel R688321, and authorizing City-provided water service, Liberty Hill, Williamson County, Texas.

EXECUTIVE SUMMARY:

The site plan application proposes the development of approximately 2.1 acres within the City of Liberty Hill for an autobody repair facility. The plan includes one building with associated site improvements of landscaping, parking, sidewalks, and water detention. To meet the fire flow requirements and not negatively impact the City's overall system, the site proposes an onsite fire flow water tank. This tank is subject to review and approval by the Fire Marshal with WCESD#4, and approval would be conditional on the completion of such. The review of the fire flow water tank is a deferred submittal to the ESD and cannot be reviewed until the main building architectural plans have been submitted and reviewed by the ESD.

Once the ESD has reviewed and approved the fire tank, the applicant will provide that approval and the tank design plans to staff to satisfy the conditions of approval.

This project is located withing the City of Liberty Hill's wastewater and water CCN.

FISCAL NOTES/FINANCIAL BACKGROUND/FINANCIAL IMPACT:

N/A

IF APPROPRIATE, ANY CITY ATTORNEY INFORMATION REGARDING ITEM:

N/A

SUGGESTED WORDING FOR MOTION(S) REGARDING *ORDINANCES OR RESOLUTIONS (if City staff is making a recommendation):*

I move to approve Ordinance No. 2026-O-021, granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation, as presented.

I move to disapprove Ordinance No. 2026-O-021, granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation, as presented.

I move to conditionally approve Ordinance No. 2026-O-021 , granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation with amendments, as requested.

I move to postpone the consideration of Ordinance No. 2026-O-021.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Site Plan
4. Utility Evaluation
5. Ordinance No. 2026-O-021

List Responsible staff, contractors, and vendors for Follow-Through, Follow-Up of Implementation.

Project Engineer: Capital Engineering c/o Saeid Bassari, P.E.
Property Owner: Sessler Properties LLC, c/o Jeff Sessler
Case Manager: Tiffany Turpen, Senior Planner
Review Engineer: Samson Kiprop P.E., Project Engineer

Planning and Development Department
City Council

To: City of Liberty Hill City Council

Subject: Consideration and possible action to approve Ordinance No. 2026-O-021 authorizing the conditional approval of the Jeff's Auto Body Site Plan and Utility Service Request, consisting of approximately 2.1 acres, generally located at the eastern corner of Bevers Rd and Hwy 29 and addressed as 100 Bevers Rd, legally described as Lot 1A, Amending Plat of Lots 1 & 2 Amifast Industrial Park, and more particularly described by Williamson Central Appraisal District Parcel R688321, and authorizing City-provided water service, Liberty Hill, Williamson County, Texas.

Meeting: September 9, 2026

Applicant: Capital Engineering c/o Saeid Bassari, P.E.

Property Owner: Sessler Properties LLC. c/o Jeff Sessler

Staff: Tiffany Turpen, Senior Planner

Background & Discussion: The site plan application proposes the development of approximately 2.1 acres within the City of Liberty Hill for an autobody repair facility. The plan includes one building with associated site improvements of landscaping, parking, sidewalks, and water detention. To meet the fire flow requirements and not negatively impact the City's overall system, the site proposes an onsite fire flow water tank. This tank is subject to review and approval by the Fire Marshal with WCESD#4, and approval would be conditional the completion of such. The review of the fire flow water tank is a deferred submittal to the ESD and cannot be reviewed until the main building architectural plans have been submitted and reviewed by the ESD.

Once the ESD has reviewed and approved the fire tank, the applicant will provide that approval and the tank design plans to staff to satisfy the conditions of approval.

Transportation: The site will access Hwy 29 via direct access to Bevers Rd. The site offers two driveway entrances along Bevers Rd.

Water and Wastewater Service: The property is located within the City of Liberty Hill's water and sewer CCNs and is requesting service for both utilities. Utility lines for water and sewer currently exist along the front and side lot lines.

Drainage and Water Quality: The lot will utilize a detention pond that is located along the Hwy 29 fronting lot line and supports the overall development. The screening for the detention pond will also provide screening of the development from Hwy 29.

STAFF RECOMMENDATION:

Regarding the utility service request, City staff does not provide recommendations of which applicants should or should not receive service. Still, objective statements from staff about the general status of City utilities and availability can be found in the "Utility Service Request to Council" attachment within this item on the last page of the form.

City Council may determine, by ordinance, that the proposed development meets the conditions provided in Section 6.04(E), and authorize approval of the final plat, replat, or site development permit. The City Council may:

- Approve Ordinance No. 2026-O-021 granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation, as presented.
- Disapprove Ordinance No. 2026-O-021 granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation, as presented.
- Conditionally approve Ordinance No. 2026-O-021 granting conditional approval of the Jeff's Auto Repair Site Plan and Utility Evaluation with any amendments, as requested.

2024-38-SDP Jeff's Auto Repair



Jeff's Auto Repair
City Limits
Parcels

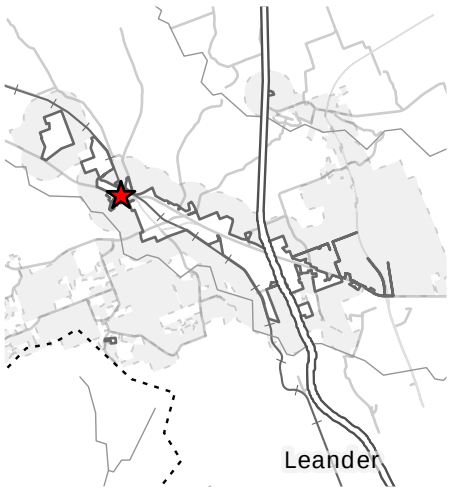
N

0 75 150 225 300 375
Feet

This map is for informational purposes only and may not reflect current zoning or property boundaries. The accuracy of the information is not guaranteed and is subject to change.

Date Created: 8/31/2026

LIBERTY HILL
TEXAS



CITY OF LIBERTY HILL
PROPOSED PLANT SIZE SCHEDULE

SPECIES	QUANTITY	TYPE	MATURE SIZE
*MONTERREY OAK – Quercus polymorpha (3" caliper)	8	Large Tree	50' ht. x 40' sprd.
LIVE OAK – Quercus virginiana (3" caliper)	8	Large Tree	50' ht. x 50' sprd.
CEDAR ELM – Ulmus crassifolia (3" caliper)	4	Large Tree	60' ht. x 30' sprd.
TEXAS REDBUD – Cercis canadensis var. texensis (2" caliper)	9	Small Tree	15' ht. x 15' sprd.
YAUPON HOLLY – Ilex vomitoria "Pride of Houston" (2" caliper)	8	Small Tree	15' ht. x 15' sprd.
TEXAS SAGE – Leucophyllum frutescens "Green Cloud"	49	Large Shrub	6' ht. x 5' sprd.
WAX MYRTLE – Myrica cerifera	65	Large Shrub	15' ht. x 15' sprd.
MOUNTAIN LAUREL – Sophora securdiflora	12	Large Shrub	15' ht. x 10' sprd.
PURPLE TRAILING LANTANA – Lantana montevidensis	28	Small Shrub	18" ht. x 3' sprd.
GULF MUHLY – Muhlenbergia capillaris	48	Small Shrub	2' ht. x 2' sprd.
BIG MUHLY – Muhlenbergia lindheimeri	53	Small Shrub	3' ht. x 3' sprd.

*Also known as "Mexican White Oak"

LANDSCAPE CALCULATIONS

INTERIOR PARKING LOT (69 Spaces)

	Required	Provided
Trees	7	4

PARKING LOT BUFFER (538 Lin. Ft. Frontage)

	Required	Provided
Large Trees (8 Monterrey Oak + 3 Live Oak + 4 Cedar Elm)	14	15
Small Trees (6 Texas Redbud + 4 Yaupon Holly)	9	10
Shrubs (49 Texas sage + 35 Wax Myrtle + 48 Gulf Muhly + 10 Big Muhly)	136	136

LANDSCAPE POINTS (200' Building Frontage)

	Required	Provided
Large Trees (9 x 50 pnts)		0*
Small Trees (0 x 25 pnts)		0*
Large Shrubs (0 x 5 pnts)		0*
Small Shrubs (0 x 3 pnts)		0*
Total 800		0*

*Refer to Alternative Landscape Compliance request letter

DETENTION STRUCTURE (220 Lin. Ft.)

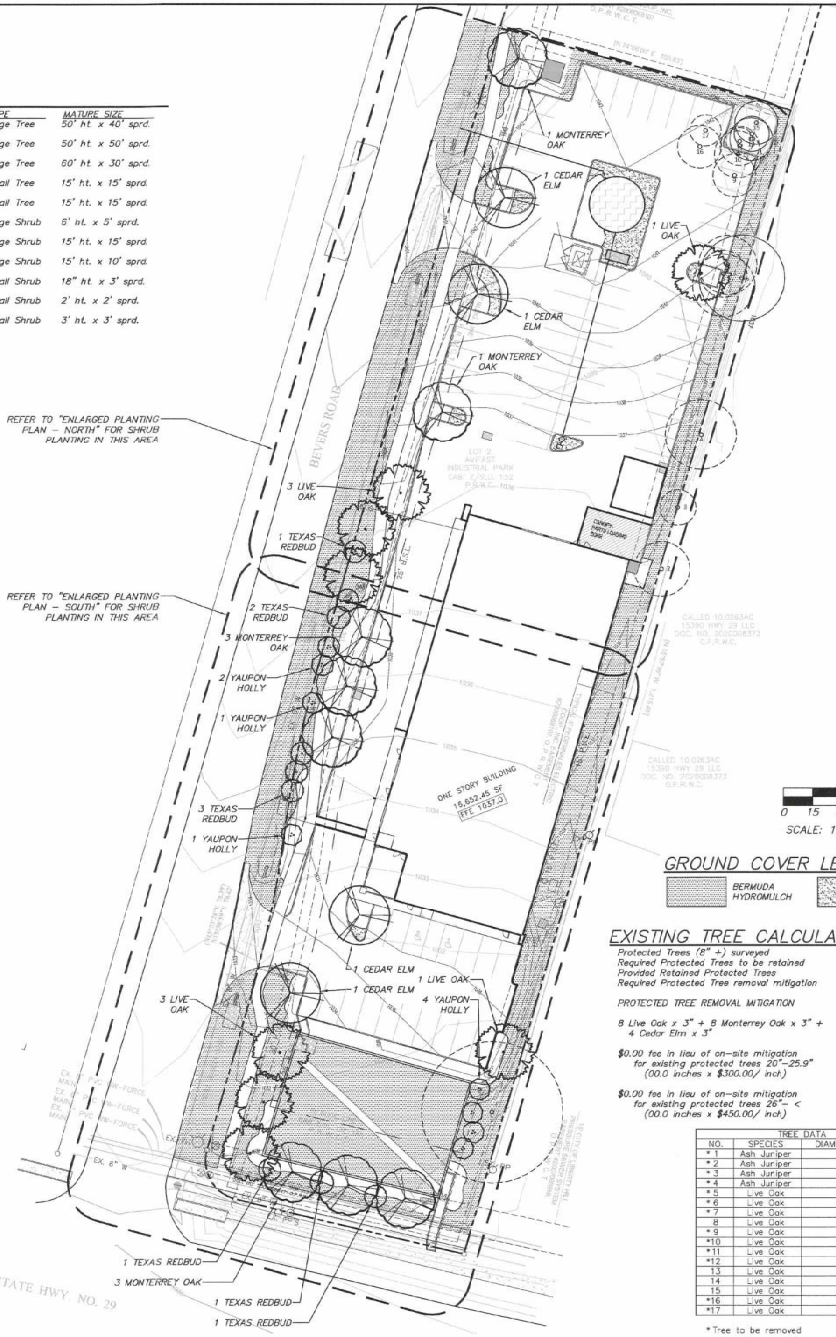
	Required	Provided
Large Trees (3 Monterrey Oak + 3 Live Oak)	6	8
Small Trees (3 Texas Redbud + 4 Yaupon Holly)	7	7
Large Shrubs (12 Mountain Laural + 18 Wax Myrtle)	28	30

DUMPSTER ENCLOSURE (35.4 Lin. Ft.)

	Required	Provided
Small Shrubs (16 Big Muhly + 5 Lantana)	12	21

GROUND MOUNTED EQUIPMENT (51 Lin. Ft.)

	Required	Provided
Large Shrubs (13 Wax Myrtle)	13	13



0 15 30 60
SCALE: 1" = 30'-0"

GROUND COVER LEGEND

BERMUDA HYDROMULCH

GRAVEL MULCH

EXISTING TREE CALCULATIONS

Protected Trees (8" +) surveyed	= 148.0"
Required Protected Trees to be retained	= 103.6" (70%)
Provided Retained Protected Trees	= 53.0" (36%)
Required Protected Tree removal mitigation	= 50.6" (34%)

PROTECTED TREE REMOVAL MITIGATION

8 Live Oak x 3" + 8 Monterrey Oak x 3" + 4 Cedar Elm x 3"	= 60.0"
$0.00 fee in lieu of on-site mitigation for existing protected trees 20"–25.9" (00.0 inches x $300.00/ inch)	= 0.0"
$0.00 fee in lieu of on-site mitigation for existing protected trees 26"– < (00.0 inches x $450.00/ inch)	= 0.0"

TREE DATA		
NO.	SPECIES	DIAMETER (INCHES)
*1	Ash Juniper	36
*2	Ash Juniper	14
*3	Ash Juniper	9
*4	Ash Juniper	18
*5	Live Oak	16
*6	Live Oak	12
*7	Live Oak	15
8	Live Oak	22
*9	Live Oak	11
*10	Live Oak	12
*11	Live Oak	10
*12	Live Oak	7
13	Live Oak	11
14	Live Oak	9
15	Live Oak	11
*16	Live Oak	11
*17	Live Oak	8

*Tree to be removed

TURF APPLICATION NOTES

A. Coordination:

1. Install sod and seed after tree, shrub and groundcover installation is complete.
2. Contractor to coordinate with Irrigation Contractor to insure functional irrigation system prior to any lawn installation.

B. Preparation:

1. Pre–Plant Weed Control:
   a. If weeds exist within proposed landscape areas at the beginning of work, spray with a nonselective systematic contact herbicide, as recommended and applied by an approved licensed applicator.
   b. Clear and remove these existing weeds upon herbicide's completed action by grubbing off all plant parts at least 1/2"–1" below the surface of the soil.
2. Contractor to remove all sticks, trash, rocks and other debris and dispose off site.
3. Contractor to import and spread chocolate loam to a compacted depth of four (4) inches unless noted otherwise on plan in all lawn areas. Note: use of sandy loam is un–acceptable.
4. Contractor to rake entire area, leveling any imperfections in the grades left by the site work contractor. Landscape contractor to ensure that there will be positive drainage and no ponding on site. Finished grade of lawn areas to be 1/2" below top of curbs, sidewalks and other pavements. Remove any large (greater than 2") dirt clods, rocks, and trash and prepare a smooth, level, loose and coarse surface. Landscape Architect to approve fine grading prior to any lawn installation. Lawn bed shall be moist (but not muddy) to receive seed and sod.

C. Hydromulch Application:

1. Specified areas to be seeded immediately after preparation of the bed. Do not use pre–emergent herbicide in crecs to be seeded. Apply a uniform coat of hydromulch at the rates specified below:
   a. Seed – Refer to Plant list
   b. Wood Cellulose Fiber Mulch – 50 lbs./1,000 S.F.
2. Seed crecs within seeding limits indicated on the plan.
3. Protect existing utilities (including irrigation system), planting, paving and other site amenities from damage caused by hydromulch operations.
4. Immediately following application of hydromulch, the Contractor shall wash excess hydromulch material from previously planted materials, pavements, architectural features, etc.. Care shall be exercised to avoid washing or eroding mulch materials from lawn area.
4. Following application of hydromulch, the Contractor shall install erosion control matting (5150 as manfactured by North American Green or approved equal) on all slopes greater than FOUR to one (4:1) AND on all drainage channels/swales.

LANDSCAPE PLAN NOTES

1. Contractor to verify all site dimensions and layout prior to the commencement of landscape construction. Any discrepancies between the drawings and the actual site conditions shall be brought to the attention of the Owner's Representative immediately.
2. Contractor is responsible for verification of the location all underground utilities. Repair to said utilities as a result of the work of the Contractor shall be the responsibility of the Contractor. NOTE: All existing and proposed utilities may not be shown on this plan.
3. Utilities may exist on site that were unknown during the development of this drawing. Contractor to notify the Owner's Representative immediately if the location of any proposed plant material conflicts with any site utility lines including but not limited to manholes, pull boxes, valve boxes, meters, transformers, etc. Do not plant a tree within 20 feet of the above–mentioned structures unless otherwise directed by the drawings. Failure to notify the Owner's Representative of such conflicts will result in the Contractor being responsible in replacing the effected plant material at the Owner's discretion.
4. Contractor is responsible for verification of all plant quantities based on the drawings and actual field conditions. Plant quantities have been provided for estimating purposes only. Contractor shall provide unit prices to the owner in case of any shortages \ overages or revisions to the planting design.
5. Contractor shall supply nursery–grown trees (except for ball & burlap as approved by the Landscape Architect), shrubs, and ground covers of species, type and size as specified in the Plant List.
6. All plants shall be legibly labelled true to specified size and variety in accordance with Standardized Plant Names, American Joint Committee on Horticulture. Sizes must be in accordance with the American Association of Nurseryman Standards.
7. Irrigation system installation to be complete (with the exception of tree bubblers if applicable) prior to the installation of any plant material.
8. Contractor to remove all clods, rocks, concrete, trash and any other debris prior to installation of soil mix or plant material.
9. Contractor is responsible for removal of trash and repair of hazardous conditions (tools, open holes, etc.) on a daily basis by the end of the work day.
10. All planting beds shall be separated from turf areas by using 1/8" x 4" x 16' Colmet steel edging. Trim steel edging at a 45° angle at pavement or curb intersections.
11. Upon completion of construction and prior to final approval, Contractor shall thoroughly clean the site of all trash, spilled soil, and litter, etc. that has resulted from landscape construction operations. Repair all damage to finish grade including tailings from excavations, wheel ruts, etc. caused from construction.
12. Remove all tags, ribbons and wires from all newly installed plant material upon Owner's authorization.
13. Contractor to replace all materials which are dead, unhealtiy, or unsightly (as determined by the Owner) with the cost of replacement to be at the Contractor's expense. Replacement material to be in accordance with the drawings and shall be warranted per the grantee requirements stated herein.
14. All plant material to be guaranteed to remain alive and in healthy vigorous condition for a period of one year after acceptance by the Owner.
15. Warranty shall not include damage or loss of plants due to acts of God, acts of vandalism or negligence on the part of the Owner.

MHB Landscape Architect
544 military drive - canyon lake, texas 78133
ph. (512) 448-0137
mhblla@gvtc.com

REGISTERED LANDSCAPE ARCHITECT MARK H. BROOKS 2764 STATE OF TEXAS

JEFF'S AUTOBODY
100 BEVERS ROAD
LIBERTY HILL, TEXAS

LANDSCAPE PLAN

SHEET

OF

July 2, 2026

Sid Bassari, P.E.
Capital Engineering
204 Escalera Parkway
Georgetown, TX 78628

Re: 2026-7-UE – Jeff's Auto Repair
1000 Bevers St, Liberty Hill, TX 78642
Utility Evaluation/Service Feasibility Study

Mr. Bassari,

The City of Liberty Hill has received a request to review domestic water and wastewater service availability for the development described below. This Letter serves to present the results of the utility evaluation/service feasibility study.

Project Description

The site is approximately 2.10 acres and is located northeast of the intersection of State Highway 29 and Bevers Road. The site is in the City limits of City of Liberty Hill. The WCAD parcels are R455192 and R455193. The site is located inside the City's certified water service area (CCN #10324) and certified sewer service area (CCN #20969). The site is entirely within the Edwards Aquifer Contributing Zone.

The proposed development includes approximately 16,652 SF of auto repair shop. Based on the Liberty Hill Living Unit Equivalent (LUE) Guidance Sheet, the water and wastewater capacity requested is 3.33 LUEs and the applicant is requesting 18.4 gpm and 0.139 gpm demand for water and wastewater respectively. A 5/8-inch domestic water meter is required to serve the proposed development based on this requested capacity.

Water Evaluation

The City of Liberty Hill owns and maintains a water distribution system. The nearest distribution line to the site is a 6-inch water line located to the east of the property under review on Bevers Road. The City of Liberty Hill's existing pressure plane is 1,146' above MSL; the highest ground elevation on this site is approximately 1,034' above MSL. Based on these evaluations, the minimum static pressure available at the meter would be 44.8 psi. This is compliant with the TCEQ minimum pressure requirement of 35 psi. This existing waterline has the capacity to serve the proposed development. The developer shall be responsible for the cost of the water meter(s) and their installation in addition to any fees. The City of Liberty Hill and the local fire department will review the plans for the internal water distribution system during the platting process. Water connection fees are paid prior to initiation of service.

However, based on the exceptional growth within the water service area, the supply available to the City of Liberty Hill is not able to meet the requested demand at the current time. Thus, given the current schedule for the water supply improvements and the above provided utility capacity requested, there is no additional capacity in the water system until the City completes needed improvements to expand water supply. The City will not be able to service the additional supply requested with its existing infrastructure at this time.

Fire Flow Evaluation

The existing 6-inch water line does not have capacity to maintain a flow of 1,500 GPM and maintain a minimum water pressure of 20 psi for any point in the system for 2 hours. Therefore, the City's water system cannot provide the required fire flow for the proposed development. Any required fire protection, including on-site storage, pumps, or other systems, shall be provided by the applicant. Any on-site storage provided to meet fire flow requirements shall be designed such that the fill rate from the City's water system does not exceed 200 gpm and with backflow prevention. Sealed calculations or design documentation shall be submitted to the City for review. The design and adequacy of the fire protection system shall be subject to review and approval by the Fire Marshal. The City's responsibility is limited to providing water service at the point of connection and does not include meeting fire flow requirements for the development.

Wastewater Evaluation

The City of Liberty Hill owns and maintains a wastewater collection and treatment system. The nearest collection facilities to the site is one existing 3-inch force main and two existing 8-inch force mains south of the property along the frontage of State Highway 29. The property proposed to connect to the existing 8-inch force main.

However, it is recommended that the connection to be made to the existing 3-inch force main instead. All other existing downstream facilities, including the 4-inch force main, the 18-inch wastewater gravity lines and Lift Station No.4 currently have capacity to serve this project. Therefore, based on the capacity requested and the City's current system conditions, the City will have sufficient capacity within its existing system to service the proposed development at this time.

This evaluation does not take into account any prior reservations by you specifically or for this property. If you believe that capacity has already been reserved for this project, please provide all documentation of such reservation for review by the City legal department.

This utility evaluation/service feasibility study only applies to the size and type of development described above and does not address the design or cost of any internal improvements to the site. If the property is subdivided further, additional improvements to City utilities may be required. The accuracy of the information contained within is limited to the data supplied by the requesting party. This utility evaluation does not guarantee capacity. The terms and conditions contained within expire 90 days from the date of the letter, unless written notice of extension is provided by the City. The expiration date of this utility evaluation/service feasibility study shall be October 3, 2026. Upon expiration of this evaluation/study, the information provided within this document shall no longer be considered valid.

Disclaimer: This utility evaluation/service feasibility study is not a permit under Chapter 245 of the Texas Local Government Code (TLGC) and rights do not accrue in accordance with Chapter 245 of the TLGC.

If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Pape-Dawson Consulting Engineers, LLC



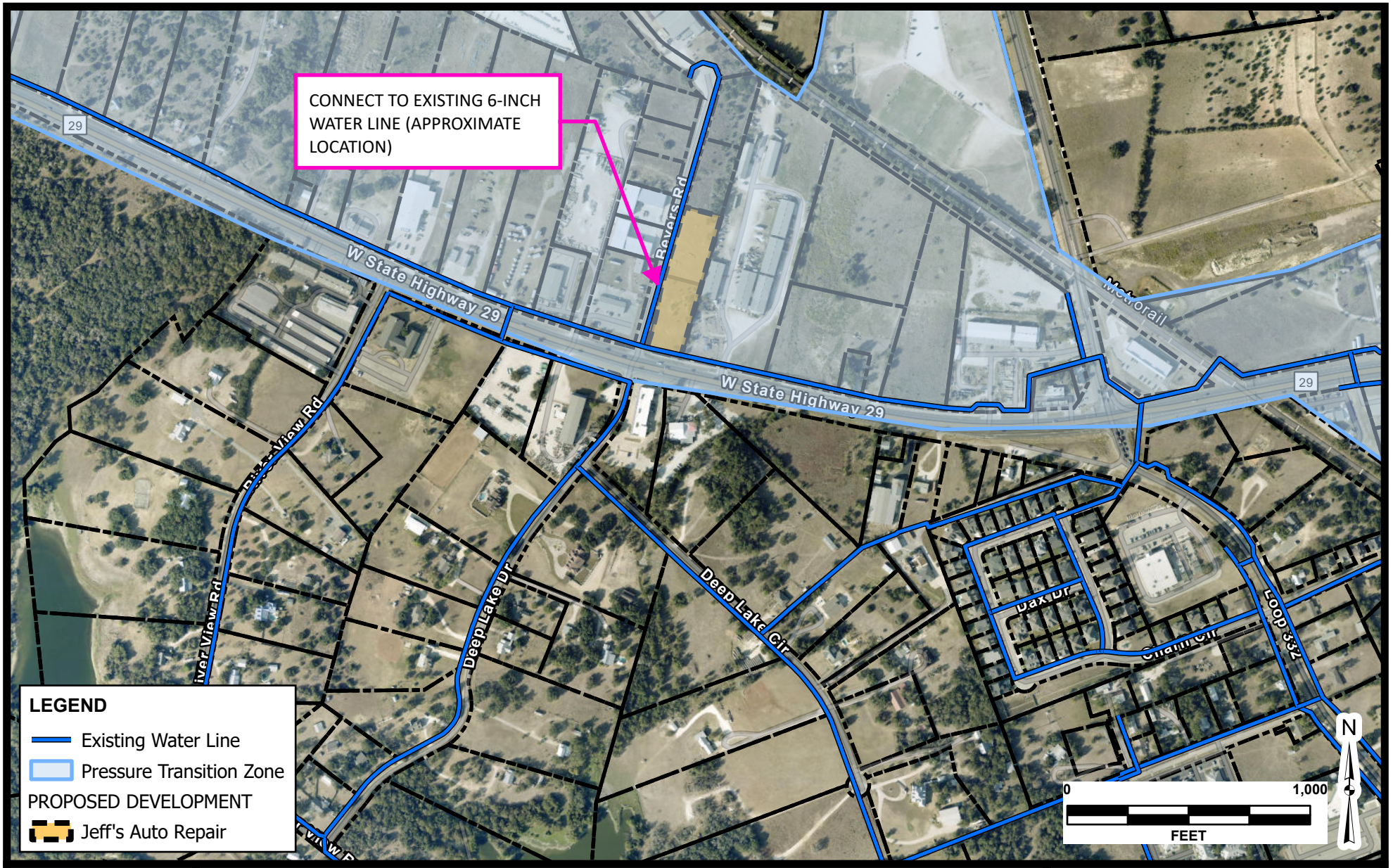
Jennifer Glaess, P.E.
Associate Vice President

Cc: Robyn Miga, Director of Planning and Development, City of Liberty Hill
Jacob Parsons, Director of Public Works, City of Liberty Hill
Chris Nennig, P.E.
Lorraine Liu, P.E.

Attachments

- Attachment 1 – Water Connection Exhibit
- Attachment 2 – Wastewater Connection Exhibit

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JOB NO. 51505-01
DATE Mar 2026
DESIGNER CN
CHECKED JG DRAWN JY
SHEET EXHIBIT

2026-7-UE JEFF'S AUTO REPAIR

CITY OF LIBERTY HILL

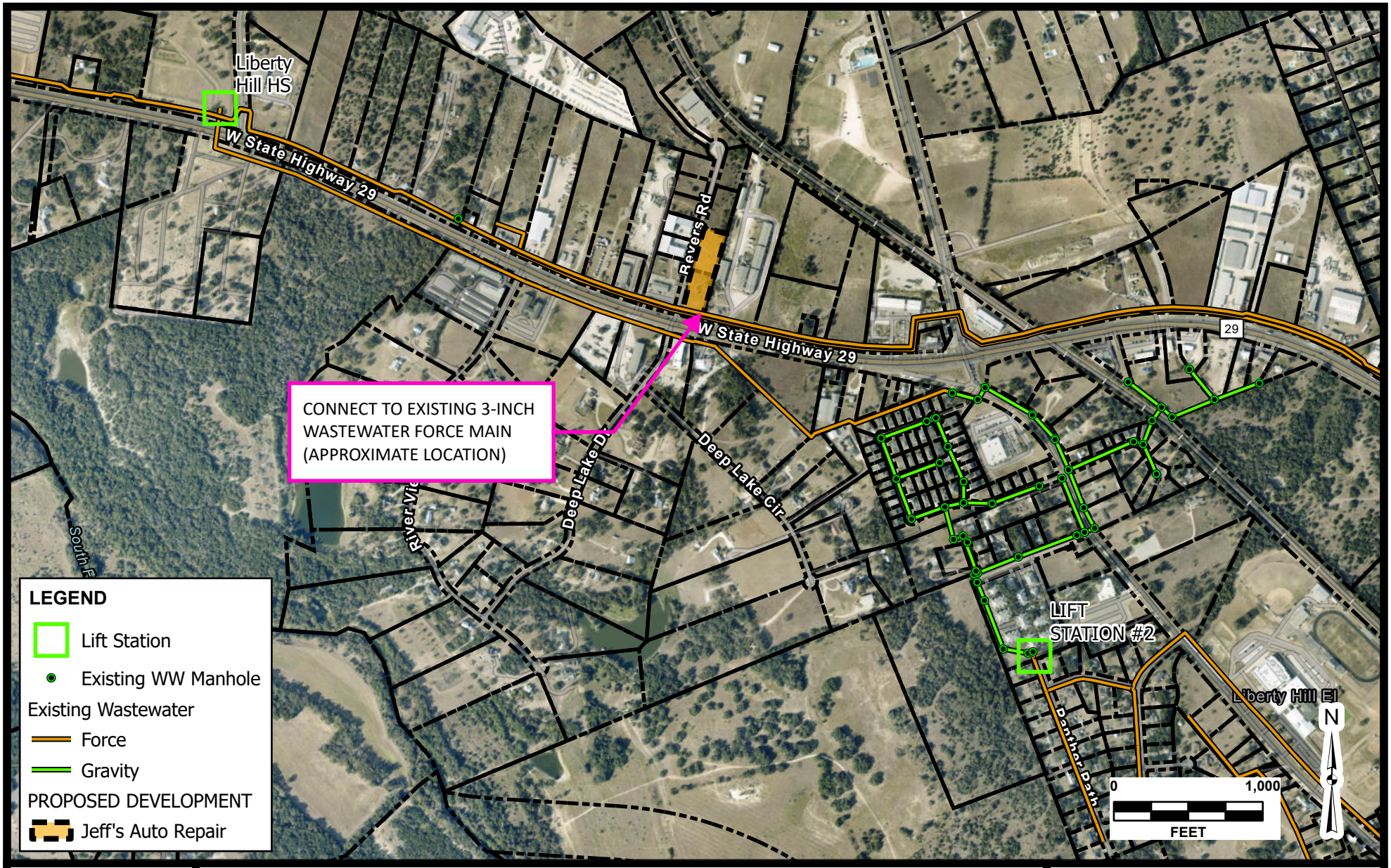
WATER CONNECTION EXHIBIT

PAPE–DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Mar 16, 2026 9:19 AM User: jyap
File: H:\Projects\51505\GIS Data\Liberty Hills Utility GIS\Liberty Hills Utility GIS.aprx Layout: 20260306-Jeff's Auto Repair Water Map: Map

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JOB NO.	51505-01
DATE	Mar 2026
DESIGNER	LL
CHECKED	JG
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SHEET	EXHIBIT

2026-7-UE JEFF'S AUTO REPAIR

CITY OF LIBERTY HILL

WASTEWATER CONNECTION EXHIBIT

PAPE–DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Mar 09, 2026 9:36 AM User: jyap
File: H:\Projects\51505\GIS Data\Liberty Hills Utility GIS\Liberty Hills Utility GIS.aprx Layout: 20260306-Jeff's Auto Repair Wastewater Map: Map

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ORDINANCE NO. 26-O-021

(SITE PLAN APPROVAL AND UTILITY EVALUATION - 2024-38-SDP Jeff's Auto Repair)

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, CONDITIONALLY APPROVING A SITE PLAN AND UTILITY EVALUATION FOR 2024-38-SDP Jeff's Auto Repair; CONDITIONALLY APPROVING THE ISSUANCE OF A SITE DEVELOPMENT PERMIT FOR THE PROJECT IN ACCORDANCE WITH SECTION 6.04(E) OF THE CITY O-F LIBERTY HILL UNIFIED DEVELOPMENT CODE; PROVIDING FOR FINDINGS OF FACT, REPEALER AND SEVERABILITY CLAUSES; NOTICE OF MEETING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Liberty Hill (the "City") is a home rule city located in Williamson County; and

WHEREAS, the City's Unified Development Code ("UDC") requires a proposed subdivision or site development to be adequately served by essential public facilities and services before the City may approve a site development permit; and

WHEREAS, a letter from each respective utility service provider, stating all requirements of adequate service have been met, must be provided before the City issues certain approvals; and

WHEREAS, City Council recognizes that the City may not have sufficient capacity to serve a development for various reasons and that the City is unable to provide a letter confirming that unreserved capacity exists in the City's utility systems to serve the applicant; and

WHEREAS, the City Council created a uniform standard for utility evaluation for use with site plan approval, codified in section 6.04(E) of the City's UDC to determine -when the City may approve a site plan when capacity for the requested service is at issue; and

WHEREAS, it has been established by the City Engineer, at this time, that the City does not have unreserved water and wastewater capacity available for 2024-38-SDP Jeff's Auto Repair; and

WHEREAS, the City Council finds that the Project meets the criteria and requirements of section 6.04(E) of the UDC as well as all other relevant ordinances, policies, and plans required for approval and hereby authorizes city staff to conditionally approve the site plan and issue the site development permit for 2024-38-SDP Jeff's Auto Repair, with the associated utility capacity specifically requested in Exhibit "A" attached hereto and incorporated for all purposes.

THE CITY OF LIBERTY HILL, TEXAS HEREBY ORDAINS:

1. FINDINGS OF FACT

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

2. AUTHORIZATION FOR APPROVAL

A. Pursuant to section 5.04(c) of the City's UDC, the City Council hereby determines that the proposed development meets the conditions provided in Section 6.04(E) of the UDC and hereby conditionally approves the site plan application associated with 2024-38-SDP Jeff's Auto Repair.

B. The City Manager or the City Manager's designee is hereby directed and authorized to proceed with all approval measures of the site plan, including authorizing connection to the City's water and wastewater utilities.

3. ADDITIONAL CONDITIONS

The approval of the site plan for 2024-38-SDP Jeff's Auto Repair is conditioned on the design approval of the proposed onsite fire water tank, the payment of the requisite fees associated with site plan approval, including payment of the water and wastewater utility impact fees and any connection fees. The approval of the site plan granted herein shall expire consistent with the regulations provided for in section 3.04.05 of the City's UDC and the capacity in the water and wastewater systems shall expire as of the same date.

4. REPEALER

All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication or as later required by state law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551.

ORDAINED & APPROVED this, the _____ day of _____ 2026, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL:

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

Exhibit "A"

July 2, 2026

Sid Bassari, P.E.
Capital Engineering
204 Escalera Parkway
Georgetown, TX 78628

Re: 2026-7-UE – Jeff's Auto Repair
1000 Bevers St, Liberty Hill, TX 78642
Utility Evaluation/Service Feasibility Study

Mr. Bassari,

The City of Liberty Hill has received a request to review domestic water and wastewater service availability for the development described below. This Letter serves to present the results of the utility evaluation/service feasibility study.

Project Description

The site is approximately 2.10 acres and is located northeast of the intersection of State Highway 29 and Bevers Road. The site is in the City limits of City of Liberty Hill. The WCAD parcels are R455192 and R455193. The site is located inside the City's certified water service area (CCN #10324) and certified sewer service area (CCN #20969). The site is entirely within the Edwards Aquifer Contributing Zone.

The proposed development includes approximately 16,652 SF of auto repair shop. Based on the Liberty Hill Living Unit Equivalent (LUE) Guidance Sheet, the water and wastewater capacity requested is 3.33 LUEs and the applicant is requesting 18.4 gpm and 0.139 gpm demand for water and wastewater respectively. A 5/8-inch domestic water meter is required to serve the proposed development based on this requested capacity.

Water Evaluation

The City of Liberty Hill owns and maintains a water distribution system. The nearest distribution line to the site is a 6-inch water line located to the east of the property under review on Bevers Road. The City of Liberty Hill's existing pressure plane is 1,146' above MSL; the highest ground elevation on this site is approximately 1,034' above MSL. Based on these evaluations, the minimum static pressure available at the meter would be 44.8 psi. This is compliant with the TCEQ minimum pressure requirement of 35 psi. This existing waterline has the capacity to serve the proposed development. The developer shall be responsible for the cost of the water meter(s) and their installation in addition to any fees. The City of Liberty Hill and the local fire department will review the plans for the internal water distribution system during the platting process. Water connection fees are paid prior to initiation of service.

However, based on the exceptional growth within the water service area, the supply available to the City of Liberty Hill is not able to meet the requested demand at the current time. Thus, given the current schedule for the water supply improvements and the above provided utility capacity requested, there is no additional capacity in the water system until the City completes needed improvements to expand water supply. The City will not be able to service the additional supply requested with its existing infrastructure at this time.

Fire Flow Evaluation

The existing 6-inch water line does not have capacity to maintain a flow of 1,500 GPM and maintain a minimum water pressure of 20 psi for any point in the system for 2 hours. Therefore, the City's water system cannot provide the required fire flow for the proposed development. Any required fire protection, including on-site storage, pumps, or other systems, shall be provided by the applicant. Any on-site storage provided to meet fire flow requirements shall be designed such that the fill rate from the City's water system does not exceed 200 gpm and with backflow prevention. Sealed calculations or design documentation shall be submitted to the City for review. The design and adequacy of the fire protection system shall be subject to review and approval by the Fire Marshal. The City's responsibility is limited to providing water service at the point of connection and does not include meeting fire flow requirements for the development.

Wastewater Evaluation

The City of Liberty Hill owns and maintains a wastewater collection and treatment system. The nearest collection facilities to the site is one existing 3-inch force main and two existing 8-inch force mains south of the property along the frontage of State Highway 29. The property proposed to connect to the existing 8-inch force main.

However, it is recommended that the connection to be made to the existing 3-inch force main instead. All other existing downstream facilities, including the 4-inch force main, the 18-inch wastewater gravity lines and Lift Station No.4 currently have capacity to serve this project. Therefore, based on the capacity requested and the City's current system conditions, the City will have sufficient capacity within its existing system to service the proposed development at this time.

This evaluation does not take into account any prior reservations by you specifically or for this property. If you believe that capacity has already been reserved for this project, please provide all documentation of such reservation for review by the City legal department.

This utility evaluation/service feasibility study only applies to the size and type of development described above and does not address the design or cost of any internal improvements to the site. If the property is subdivided further, additional improvements to City utilities may be required. The accuracy of the information contained within is limited to the data supplied by the requesting party. This utility evaluation does not guarantee capacity. The terms and conditions contained within expire 90 days from the date of the letter, unless written notice of extension is provided by the City. The expiration date of this utility evaluation/service feasibility study shall be October 3, 2026. Upon expiration of this evaluation/study, the information provided within this document shall no longer be considered valid.

Disclaimer: This utility evaluation/service feasibility study is not a permit under Chapter 245 of the Texas Local Government Code (TLGC) and rights do not accrue in accordance with Chapter 245 of the TLGC.

If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Pape-Dawson Consulting Engineers, LLC

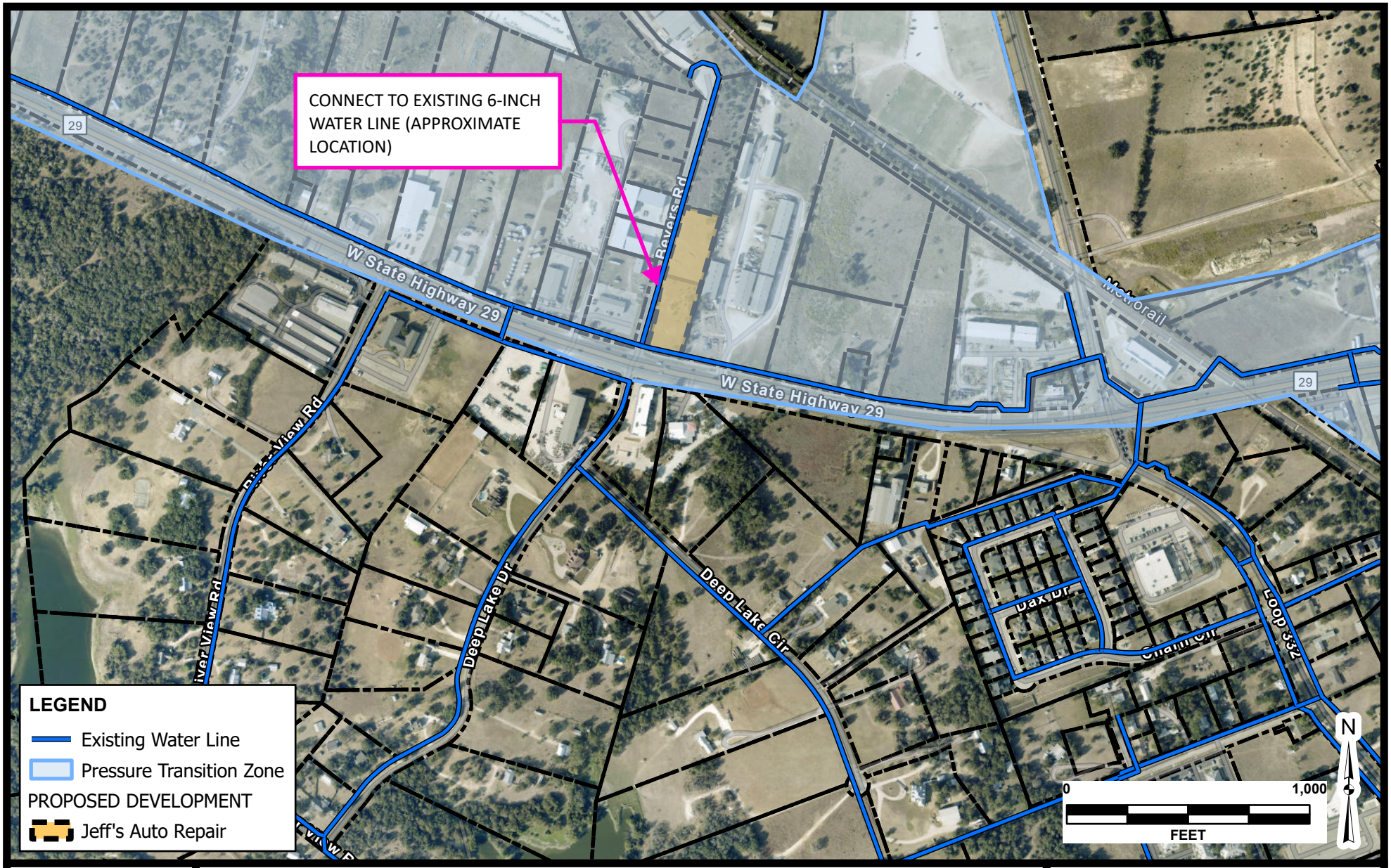
Jennifer Glaess, P.E.
Associate Vice President

Cc: Robyn Miga, Director of Planning and Development, City of Liberty Hill
Jacob Parsons, Director of Public Works, City of Liberty Hill
Chris Nennig, P.E.
Lorraine Liu, P.E.

Attachments

- Attachment 1 – Water Connection Exhibit
- Attachment 2 – Wastewater Connection Exhibit

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JOB NO. 51505-01
DATE Mar 2026
DESIGNER CN
CHECKED JG DRAWN JY
SHEET EXHIBIT

2026-7-UE JEFF'S AUTO REPAIR

CITY OF LIBERTY HILL

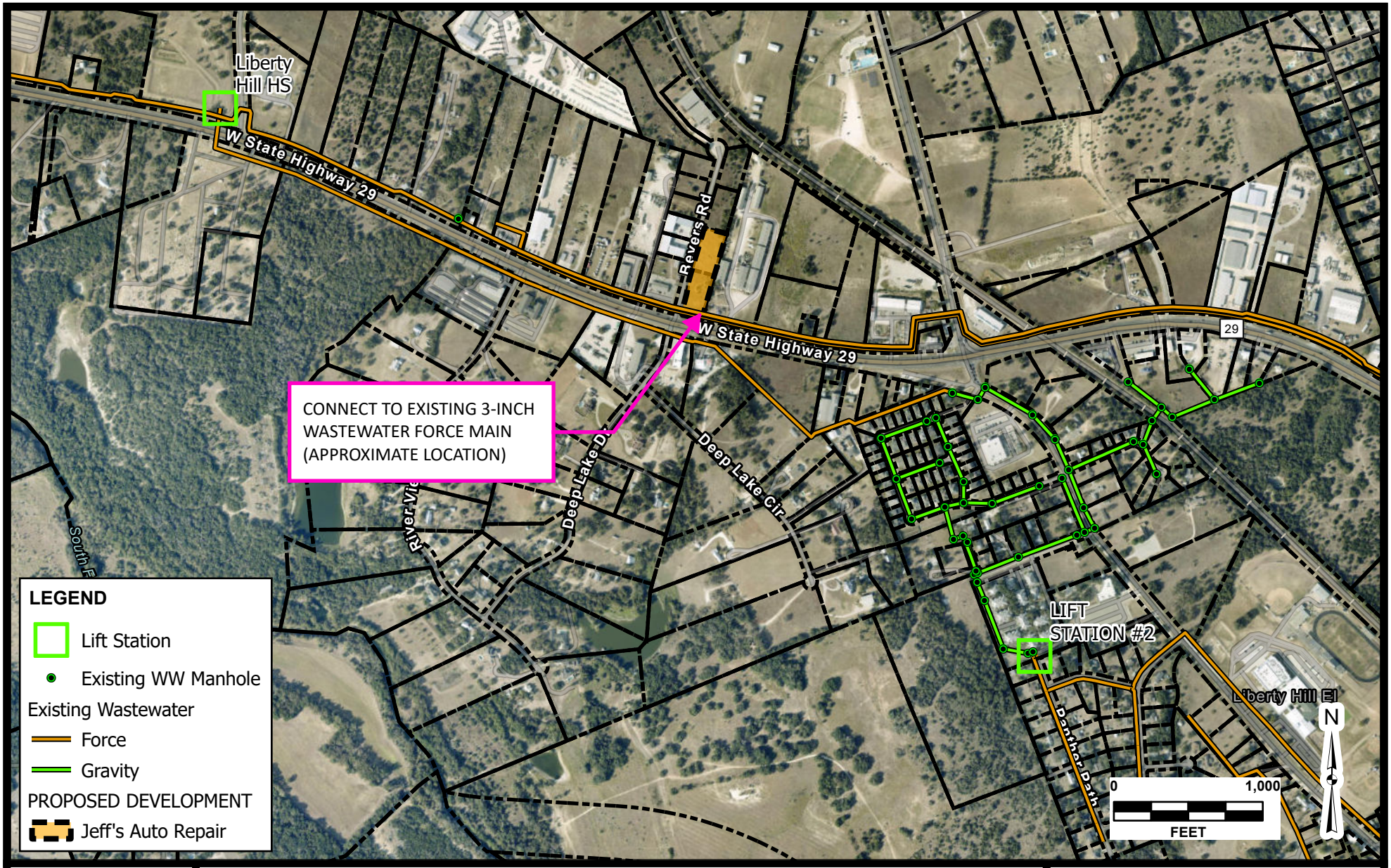
WATER CONNECTION EXHIBIT

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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Mar 16, 2026 9:19 AM User: jyap
File: H:\Projects\51505\GIS Data\Liberty Hills Utility GIS\Liberty Hills Utility GIS.aprx Layout: 20260306-Jeff's Auto Repair Water Map: Map

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JOB NO. 51505-01
DATE Mar 2026
DESIGNER LL
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SHEET EXHIBIT

2026-7-UE JEFF'S AUTO REPAIR

CITY OF LIBERTY HILL

WASTEWATER CONNECTION EXHIBIT

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10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Mar 09, 2026 9:36 AM User: jyap
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AGENDA ITEM 6.F

Public hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-022 adopting the City of Liberty Hill budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating funds in accordance with the adopted budget; repealing ordinances or parts of ordinances in conflict; and providing an effective date.

City Council Meeting Date: September 9, 2026

Requested By: Josh Armstrong, Finance Director

Requested Agenda Placement: Public Hearing(s)

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Public Hearing and Adoption of the Fiscal Year 2026 Budget Ordinance.

AGENDA ITEM WORDING:

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-022 adopting the City of Liberty Hill budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating funds in accordance with the adopted budget; repealing ordinances or parts of ordinances in conflict; and providing an effective date.

EXECUTIVE / BACKGROUND SUMMARY:

Texas State law requires the budget to be adopted before the tax rate, and a record vote be taken following a public hearing of the proposed budget. The Fiscal Year 2026 budget will raise more total property taxes that last years budget $937,656.04 or 16.6% and of that amount, $531,904.60 or 56.7%, is tax revenue to be raised from new property added to the tax roll this year.

FISCAL NOTES / FINANCIAL IMPACT:

Adoption of this ordinance will provide appropriations for city operations in the upcoming fiscal year.

CITY ATTORNEY REVIEW (IF APPLICABLE):

N/A

RESPONSIBLE STAFF / FOLLOW-UP:

N/A

ATTACHMENTS:

FY27 Budget Ordinance # 2026-O-022

FY27 Proposed Budget

Visit the City Website for the Web and PDF versions of the FY27 Budget at:
https://www.libertyhilltx.gov/214/Budget-Tax

CITY OF LIBERTY HILL

ORDINANCE NO 2026-O-022

LIBERTY HILL CITY BUDGET FOR FISCAL YEAR 2026 - 2027

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, MAKING APPROPRIATIONS FOR THE SUPPORT OF CITY SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027 APPROPRIATING MONEY TO A SINKING FUND TO PAY PRINCIPAL AND INTEREST ON THE CITY'S INDEBTEDNESS; AND ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2026 - 2027; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR FINDINGS OF FACT; ENACTMENT; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the new fiscal year commences for the City of Liberty Hill ("City") on October 1, 2026; and

WHEREAS, the City Council of the City of Liberty Hill ("City Council") seeks to enact and otherwise approve the City's budget for Fiscal Year 2026-2027; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority 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, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Liberty Hill to adopt an ordinance establishing a budget for the upcoming fiscal year; and

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that the proposed Budget is for legitimate municipal purposes, and is in compliance with Texas Local Government Code Chapter 102; and

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City's budget for Fiscal Year 2026 - 2027 shall read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. FILING OF THE BUDGET

The City Secretary is hereby directed to File the budget on the website of the City and in the City's official records.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 9th DAY OF September 2026 BY THE FOLLOWING MOTION:

Crystal Mancilla:	**_____(for)___(against) ____(abstained) ___(absent)**
Jacquetta Thayer:	**_____(for)___(against) ____(abstained) ___(absent)**
Michael Helbing:	**_____(for)___(against) ____(abstained) ___(absent)**
Diane Williams:	**_____(for)___(against) ____(abstained) ___(absent)**
Elisabeth Brown:	**_____(for)___(against) ____(abstained) ___(absent)**
Lacy Scott:	**_____(for)___(against) ____(abstained) ___(absent)**
Tim Hennessy:	**_____(for)___(against) ____(abstained) ___(absent)**

CITY OF LIBERTY HILL, TEXAS

APPROVED:

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

AGENDA ITEM 6.G

Discussion and consideration of possible action on Ordinance No. 2026-O-023 levying ad valorem taxes for the use and support of the municipal government of the City of Liberty Hill for Fiscal Year 2026–2027; apportioning the levy for specific purposes; establishing when taxes become due and delinquent; and providing an effective date.

City Council Meeting Date: September 9, 2026

Requested By: Josh Armstrong, Finance Director

Requested Agenda Placement: Public Hearing(s)

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Public Hearing and Adoption of Ordinance for levying ad valorem tax for Tax Year 2026.

AGENDA ITEM WORDING:

Public Hearing, discussion, and consideration of possible action on Ordinance No. 2026-O-023 levying ad valorem taxes for the use and support of the municipal government of the City of Liberty Hill for Fiscal Year 2026–2027; apportioning the levy for specific purposes; establishing when taxes become due and delinquent; and providing an effective date.

EXECUTIVE / BACKGROUND SUMMARY:

On Wednesday, August 12, 2026, the Liberty Hill City Council voted to consider a proposed maximum tax rate of $0.494268. A public hearing will be held on Wednesday, September 9th, 2026, at the Council Chambers, 2801 Ranch Road 1869, Liberty Hill, TX.

The proposed FY27 Budget is built on the recommended rate for tax year 2026 (FY27) of $0.494268 per $100 valuation. The tax rate is composed of two (2) components – the Debt Rate and the Maintenance and Operations (M&O) Rate. The rate is composed of $0.329235 per $100 valuation (M&O) operations rate to cover needed maintenance and operations expenditures for the proposed General Fund budget, and $0.165033 per $100 valuation Debt Rate to cover obligations in the General Debt Service Fund.

FISCAL NOTES / FINANCIAL IMPACT:

Adoption of this tax rate would allow for full implementation of the FY27 Operating Budget.

CITY ATTORNEY REVIEW (IF APPLICABLE):

N/A

RESPONSIBLE STAFF / FOLLOW-UP:

N/A

ATTACHMENTS:

Tax Rate Ordinance # 2026-O-023

COLH Tax Notice

Tax Rate Calculation

Notice of Tax Rate 2026

CITY OF LIBERTY HILL

ORDINANCE NO 2026-O-023

TAX RATE LEVY FOR FISCAL YEAR 2026 - 2027

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, ADOPTING AN AD VALOREM TAX RATE AND LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF LIBERTY HILL, TEXAS, AS MAY BE NECESSARY TO PROMOTE THE GENERAL HEALTH, SAFETY AND WELFARE FOR THE 2026 - 2027 FISCAL YEAR, PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Liberty Hill, Texas, has on this date, by way of separate Ordinance, duly approved and adopted a municipal budget for the fiscal year beginning October 1, 2026, and ending on September 30, 2027 (Fiscal Year 2026-2027); and

WHEREAS, the adopted FY 2026-2027 municipal budget anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Liberty Hill; and

WHEREAS, the Chief Appraisers of the Williamson County Central Tax Appraisal District has prepared and certified the appraisal roll of the City of Liberty Hill, Texas, said roll being that portion of the approved appraisal roll of the Liberty Hill Central Tax Appraisal District which lists property taxable by the City of Liberty Hill, Texas; and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for providing municipal services during FY 2026-2027 and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Tax Code prior to adopting the tax rate for the City for FY 2026-2027.

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

SECTION 1.

That the tax rate of the City of Liberty Hill, Texas for the tax year 2026 be, and is hereby, set at $0.494268 on each one hundred dollars ($100) of the taxable value of real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of said City.

SECTION 2.

That there is hereby levied for the tax year 2026 upon all real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of said City, and there shall be collected for the use and support of the municipal government of the City of Liberty Hill, Texas, to provide a sinking fund for the retirement of the existing indebtedness of said City so levied and collected, shall be apportioned to the specific purposes hereinafter set forth; to-wit:

A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) $0.329235 on each one hundred dollars ($100) of the taxable value of such property; and

B. To provide for sinking funds for the payment of the principal and interest and the retirement of the bonded debt, and the same shall become due as shall be necessary to pay the principal and interest of the current year as follows, $0.165033 per one hundred dollars ($100) valuation.

C. NOTE: There are fractional differences to the values from the tax office due to rounding.

SECTION 3.

In accordance with the provisions and requirements of Section 26.05 of the Texas Property Tax Code, as amended, the City Council hereby states that THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

As required by the provisions and requirements of Section 26.05(b)(1)(B) of the Texas Property Tax Code, as amended, the City Council hereby states that THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.97% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $21.44.

SECTION 4.

That the Williamson County Tax Assessor and Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

SECTION 5.

That the City Manager of said City shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

SECTION 6.

That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Liberty Hill's FY 2026 - 2027 Municipal Budget.

SECTION 7

That all monies collected which are not specifically appropriated shall be deposited in the General Fund.

SECTION 8

That this Ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

SECTION 9

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 10

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 11

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551 and all other relevant statutes.

PASSED AND APPROVED THIS THE 9th DAY OF September 2026 BY THE FOLLOWING MOTION:

"I MOVE TO ADOPT A TAX RATE OF $0.494268 PER $100 VALUATION, COMPOSED OF AN OPERATION AND MAINTENANCE RATE OF $0.329235 PER $100 VALUATION AND AN INTEREST AND SINKING RATE OF $0.165033 PER $100 VALUATION, AND LEVY AD VALOREM PROPERTY TAXES WITHIN THE CITY OF LIBERTY HILL FOR THE 2026 TAX YEAR".

Crystal Mancilla:	**____(for)___(against) ____(abstained) ___(absent)**
Jacquetta Thayer:	**____(for)___(against) ____(abstained) ___(absent)**
Michael Helbing:	**_____(for)___(against) ____(abstained) ___(absent)**
Diane Williams:	**____(for)___(against) ____(abstained) ___(absent)**
Elisabeth Brown:	**____(for)___(against) ____(abstained) ___(absent)**
Lacy Scott:	**____(for)___(against) ____(abstained) ___(absent)**
Tim Hennessy:	**____(for)___(against) ____(abstained) ___(absent)**

CITY OF LIBERTY HILL, TEXAS

APPROVED:

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary

NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE: $0.494268 per $100

NO-NEW-REVENUE TAX RATE: $0.483134 per $100

VOTER-APPROVAL TAX RATE: $0.499483 per $100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for City of Liberty Hill from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval tax rate is the highest tax rate that City of Liberty Hill may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Liberty Hill is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 09/09/2026 05:00 PM (CT) at Council Chambers, 2801 Ranch Road 1869, Liberty Hill, TX

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Liberty Hill is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the governing body of City of Liberty Hill at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

FOR the proposal: Crystal Mancilla, Jacquetta Thayer, Michael Helbing, Diane Williams, Elisabeth Brown, Lacy Scott, Tim Hennessy

AGAINST the proposal: None

PRESENT and not voting: None

ABSENT: None

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Liberty Hill last year to the taxes proposed to be imposed on the average residence homestead by City of Liberty Hill this year.

	2025	2026	Change
Total tax rate (per $100 of value)	$0.469407	$0.494268	5.29% increase
Average homestead taxable value	$338,829	$325,140	4.04% decrease
Tax on average homestead	$1,590	$1,607	1.06% increase $17 increase
Total tax levy on all properties	$5,916,824	$6,570,217	11.04% increase $653,393 increase

For assistance with tax calculations, please contact the tax assessor for City of Liberty Hill at (512) 943-1601 or propertytax@wilcotx.gov, or visit https://www.wilcotx.gov/taxoffice for more information.

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Liberty Hill
Taxing Unit Name

(512) 962-9549
Phone *(area code and number)*

PO Box 1920, Liberty Hill, TX, 78642-1920
Taxing Unit's Address, City, State, ZIP Code

https://www.libertyhilltx.gov/
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.wilcotx.gov/DocumentCenter/View/20676/City-of-Liberty-Hill

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 1,362,696,202
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 51,823,403
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 1,310,872,799
4.	**Prior year total adopted tax rate.**	$ 0.469407 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**	
	A. Original prior year ARB values:	$ 58,197,062
	B. Prior year values resulting from final court decisions:	- $ 48,652,743
	C. Prior year value loss. Subtract B from A.[4]	$ 9,544,319

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 47,454,282 **B. Prior year disputed value:** - $ 3,321,800 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 44,132,482
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 53,676,801
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 1,364,549,600
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 0 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 22,014,909 **C. Value loss.** Add A and B. [7]	$ 22,014,909
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 22,014,909
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 88,496,992
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,254,037,699
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 5,886,540
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 30,284
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 5,916,824

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: ..... $ 1,358,313,624	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 80,651,671	
	E. Total current year value. Add A and B, then subtract C and D.	$ 1,277,661,953
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 104,799,015	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 104,799,015
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 53,178,668
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 1,329,282,300
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 1,858,859
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 102,750,248

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 104,609,107
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 1,224,673,193
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.483134 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.000000 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.304358 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,364,549,600
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 4,153,115
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 19,691 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 403,356 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -383,665 **E.** Add Line 31 to 32D.	$ 3,769,450
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,224,673,193
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.307792 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. **Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. **Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.307792 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 0 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.000000 /$100 **C.** Add Line 41B to Line 40.	$ 0.307792 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.318564 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.332415 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ _____ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ _____ /$100 c. Add Line D42(B)(b) to Line 42. $ _____ /$100 d. Enter the **current year unused increment rate** from Line 68 $ _____ /$100 e Add Line D42(c) to Line D42(d). $ _____ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ _____ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 3,025,742 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 831,775 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 2,193,967
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 209
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 2,193,758
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 100.01 % **C.** Enter the 2024 actual collection rate. ..... 97.82 % **D.** Enter the 2023 actual collection rate. ..... 99.00 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 2,193,758
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 1,329,282,300
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.165033 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.483597 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.000000 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ _____
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ _____
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ _____/$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ _____/$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ _____/$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ _____/$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ _____/$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$ _____
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ _____/$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ _____/$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.486071 /$100
	B. Unused increment rate (Line 68)	$ 0.010239 /$100
	C. Subtract B from A	$ 0.475832 /$100
	D. Adopted Tax Rate	$ 0.469407 /$100
	E. Subtract D from C	$ 0.006425 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 1,267,207,284
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 81,418
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.494850 /$100
	B. Unused increment rate (Line 67)	$ 0.000693 /$100
	C. Subtract B from A	$ 0.494157 /$100
	D. Adopted Tax Rate	$ 0.483027 /$100
	E. Subtract D from C	$ 0.011130 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 1,165,867,610
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 129,761
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.441151 /$100
	B. Unused increment rate (Line 66)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.441151 /$100
	D. Adopted Tax Rate	$ 0.454559 /$100
	E. Subtract D from C	$ -0.013408 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 1,095,294,440
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 211,179.000000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.015886 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.499483 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.307792 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,329,282,300
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.037614 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.165033 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.510439 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ _____/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ _____/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ _____
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ _____/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ _____/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.483134 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.499483 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.510439 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ Catherine Totty
Printed Name of Taxing Unit Representative

sign here ➧ Catherine Totty
Taxing Unit Representative

08/3/2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

Notice about 2026 Tax Rates

(current year)

Form 50-212

Property Tax Rates in City of Liberty Hill
(taxing unit's name)

This notice concerns the 2026 *(current year)* property tax rates for CIty of Liberty Hill *(taxing unit's name)*.

This notice provides information about two tax rates taxing units use in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, the taxing unit calculates these rates by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how they calculated these tax rates.

This year's no-new-revenue tax rate ..... $ 0.483134 /$100

This year's voter-approval tax rate ..... $ 0.499483 /$100

To see the full calculations, please visit https://www.wilcotx.gov/760/Tax-Rates *(website address)* for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
M&O	$ $13,946,912.29
I&S	$2,108,763.95

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. The taxing unit will pay these amounts from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Minimum Dollar Amount of Principal or Contract Payment to be Paid From Property Taxes	Minimum Dollar Amount of Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
2018 G.O Refunding Bond	$ 225,000	$ 107,800	$	$ 332,800
2018 Tax & Water System C.O	165,000	98,600		263,600
2021 Tax Note	425,000	4,675		429,675
2026 Tax Note	1,785,000	214,667		1,999,667

(expand as needed)

Total required for 2026 *(current year)* debt service ..... $ 3,025,742

– Amount *(if any)* paid from funds listed in unencumbered funds ..... $ 831,775

– Amount *(if any)* paid from other resources ..... $ 0

– Excess collections last year ..... $ 209

= Total to be paid from taxes in 2026 *(current year)* ..... $ 2,193,758

+ Amount added in anticipation that the taxing unit will collect only 100.00 *(collection rate)* % of its taxes in 2026 *(current year)* ..... $ 0

= Total Debt Levy ..... $ 2,193,758

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by [signature] *(designated individual's name)* Finance Director *(designated individual's position)* 8/3/26 *(date)*

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

AGENDA ITEM 6.H

Discussion and consideration of possible action on adjustments to the 2026 City Council Regular Meeting schedule due to City holidays.

AGENDA ITEM 7.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.

AGENDA ITEM 7.B

Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to deliberate the purchase, exchange, lease, or value of real property related to Project Chance.