CITY COUNCIL REGULAR MEETING
WEDNESDAY - OCTOBER 14, 2026 - 6:00 PM

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

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

LIVE VIDEO ACCESS AND RECORDINGS

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

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

PLEASE SILENCE YOUR ELECTRONIC DEVICES

MAYOR OR CHAIR MAY REORDER AGENDA ITEMS AS NECESSARY

1) CALL TO ORDER

A. Establish Quorum
B. Invocation
C. Pledge of Allegiance
D. Texas Pledge

2) 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.

3) 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 Regular Meeting minutes from September 23, 2026.
Minutes

B) Approval of an engagement letter with Allensworth law firm for legal services related to capital improvement construction projects, and authorization for the City Manager or designee to execute the agreement.
Cover Sheet
Engagement Letter

4) REGULAR AGENDA

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

B) Discussion and consideration of possible action on casting the City's vote in the Texas Municipal League (TML) Region 10 Director Election.
Ballot and Candidate Biographies

C) Discussion and consideration of possible action on annual appointments to City boards, commissions, and committees from applications received by September 15, 2026.
Cover Sheet
Applicants

D) Discussion and consideration of possible action on appointments to vacancies remaining on City boards, commissions, and committees following annual appointments, from applications on file within the applicable 12-month window, including applications received after September 15, 2026.
Cover Sheet
Applicants

E) Discussion and consideration of possible action to add additional positions to the Unified Development Code Rewrite Committee.

F) Presentation and discussion regarding the proposed plan, schedule, and estimated costs for

an additional joint stakeholder meeting related to the Unified Development Code rewrite.

5) 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 551.074 (Personnel Matters) and 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to consult with the City Attorney related to legal issues regarding Council, board, and committee vacancies.

6) RECONVENE TO REGULAR SESSION

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

7) 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 Wednesday, October 7, 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 3.A

Approval of the City Council Regular Meeting minutes from September 23, 2026.

City Council Regular Meeting Minutes

Wednesday – September 23, 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, Tim Hennessy, Jacquetta Thayer, and Lacy Scott

Absent: Council Member Michael Helbing

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

CALL TO ORDER

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

An invocation was delivered, followed by the Pledge of Allegiance and Texas Pledge.

A quorum of the Planning and Zoning Commission was also established for the joint work session.

PUBLIC COMMENTS

The following individuals addressed the Council:

Mira Boyd spoke regarding agenda item 5B.

Brock Pohl spoke regarding agenda item 5B.

Alyssa Pruitt spoke regarding agenda item 5B.

Jennifer Gallagher spoke regarding agenda item 5B.

DRAFT

JOINT WORK SESSION OF THE CITY COUNCIL AND PLANNING AND ZONING COMMISSION

3A) Presentation by Freese and Nichols, Inc., and discussion regarding Module 3 of the Unified Development Code (UDC) Rewrite and the SH 29 Corridor Report.
(R. Claridy-Miga, Planning and Development Services Director)

Ms. Miga and representatives of Freese and Nichols, Inc., presented Module 3 and the SH 29 Corridor Report. Council and the Commission discussed proposed development standards, market feasibility, impacts on existing businesses, and preservation of historic Main Street.

Staff agreed to bring back a separate work-session item regarding historic Main Street and a proposed plan and schedule for an additional joint meeting concerning drive-throughs, parking, impervious cover, and horizontal versus vertical development. The proposed meeting would include Council, the Commission, the UDC Advisory Committee, the consultant, and development stakeholders.

The Planning and Zoning Commission adjourned at 7:51 p.m. Mayor Mancilla called a ten-minute recess.

CONSENT AGENDA

4A) Approval of the City Council Regular Meeting minutes from September 9, 2026.

4B) Approval of a resolution adopting the updated Community Impact Grant Program Policies and Guidelines.

4C) Approval of a resolution adopting the City of Liberty Hill Investment Policy and Strategy in accordance with Chapter 2256 of the Texas Government Code, also known as the Public Funds Investment Act.

4D) Approval of a Construction Contract with Prota, Inc. in the amount of $344,363 for improvements and repairs to Lift Station 19, and authorize the City Manager to execute the agreement.

4E) Approval of a lease agreement with Over The Hill Gang for City property located at 3407 Ranch Road 1869, and authorize the City Manager to execute the agreement.

Motion made by Council Member Brown to approve the Consent Agenda.

Seconded by Mayor Pro Tem Williams.

Motion carried (5–0).

DRAFT

Council Member Hennessy was absent for the Consent Agenda vote and returned for the remainder of the meeting.

REGULAR AGENDA

5A) Discussion and consideration of possible action on a Resolution of the City of Liberty Hill Ratifying the Municipal Budget for Fiscal Year 2026–2027; Funding Municipal Purposes; Authorizing Expenditures; Filing of Budget; Repealer; Severability; Effective Date; and Proper Notice.
(Josh Armstrong, Finance Director)

Motion made by Mayor Pro Tem Williams to approve Resolution No. 2026-R-020 ratifying the municipal budget for Fiscal Year 2026–2027, as presented.

Seconded by Council Member Hennessy.

The following votes were recorded:

Mayor Mancilla — Aye
Mayor Pro Tem Williams — Aye
Council Member Brown — Aye
Council Member Hennessy — Aye
Council Member Scott — Aye
Council Member Thayer — Aye

Motion carried (6–0).

5B) 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 and Development Services Director)

Ms. Miga presented the proposed ordinance. Council discussed maintenance-bond percentages and duration, alternatives based on infrastructure type, and applicability to projects already in process.

Staff agreed to bring the item back at the next Council meeting with additional information provided in advance. No motion was made.

CONVENE TO EXECUTIVE SESSION

At 8:24 p.m., Mayor Mancilla announced that the City Council would convene into Executive Session to discuss the following items:

DRAFT

6A) Pursuant to Texas Government Code Section 551.071, to seek the advice of legal counsel regarding pending and potential litigation.

6B) Pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease, or value of real property related to Project Shadow.

6C) Pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease, or value of real property related to Project Nottingham.

RECONVENE TO REGULAR SESSION

Mayor Mancilla reconvened the meeting into Regular Session at 8:51 p.m.

No action was taken.

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 8:51 p.m.

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

DRAFT

AGENDA ITEM 3.B

Approval of an engagement letter with Allensworth law firm for legal services related to capital improvement construction projects, and authorization for the City Manager or designee to execute the agreement.

City Council Meeting Date: October 14, 2026

Requested By: Brandon Pritchett, Deputy City Manager

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Engagement Letter – Allensworth Law

AGENDA ITEM WORDING:

Approval of an engagement letter with Allensworth law firm for legal services related to capital improvement construction projects, and authorization for the City Manager or designee to execute the agreement.

EXECUTIVE / BACKGROUND SUMMARY:

The City currently has both ongoing and future capital improvement projects that are or will soon be in the construction phase of the project. As the projects progress moving forward, there is the potential for contractual disputes to arise during the normal construction of these capital improvements. As such, the City needs to ensure that it already has a construction law firm engaged should these disputes arise. While the City already has one construction law firm engaged, there is the potential for a conflict of interest depending on the parties involved. As such, staff is wanting to ensure adequate availability for construction legal matters in the event there is a conflict. Allensworth Law is primarily a construction law firm that represents both municipalities as well as general contractors when there is a conflict on a construction projects. Allensworth has represented numerous Central Texas municipalities for construction projects and excels at understanding the law related to construction contracts.

FISCAL NOTES / FINANCIAL IMPACT:

Any future legal costs for any capital improvement project would fall under the project budget for the specified project.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the Engagement Letter.

RESPONSIBLE STAFF / FOLLOW-UP:

After approval, staff will route the Engagement Letter for the appropriate signature and work with Allensworth Law on any future legal matters related to construction of capital improvements.

ATTACHMENTS:

Engagement Letter

September 22, 2026

Via email: ***bpritchett@libertyhilltx.gov***

Brandon Pritchett
Deputy City Manager
City of Liberty Hill
926 Main St.
Liberty Hill, Texas 78642

Re: Engagement Letter – City of Liberty Hill

Dear Brandon:

This letter confirms our engagement as outside counsel to assist the City of Liberty Hill with general legal matters concerning the City's construction projects. The policy of our law firm requires that we have a formal, written engagement letter setting forth the scope of the firm's engagement and the arrangement for payment of fees and expenses. This letter is intended to serve that purpose. This engagement is and will remain limited to this matter, unless mutually agreed otherwise in writing.

LEGAL FEES AND EXPENSES

I will be the attorney in charge of this matter. Associates will also be working on this matter. You may call, write, or email me whenever you have any questions. Other firm personnel, including firm lawyers and paralegals, may also work on this matter if, in our judgment, their participation is necessary and appropriate.

Our fees are established through the exercise of judgment in each particular matter. Factors we consider include the time and labor required; the novelty and difficulty of the issues involved; the skill required to perform the legal services properly; time limitations imposed by the client or by circumstances; the experience, reputation, and ability of the attorneys performing services; the amounts involved and the results obtained through our services; the likelihood that the employment will preclude other employment; the fee customarily charged in the locality by others for similar services; and the nature and length of our relationship with each client. In light of these factors, the hourly billing rates for the professionals in our office are listed in Appendix A.

Billing rates for both attorneys and legal assistants may be adjusted annually and, if so, will be noted on your bill. It is our practice to prepare itemized invoices, which will reflect the function performed, the personnel involved in the function, and the time devoted to that function each day. Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, invoices are due within 30 days of receipt. We accept payments through the use of a Visa, MasterCard, or American Express card. If you choose this type of payment protocol, you may go online and use the following secure invoice payment link: https://secure.lawpay.com/pages/aaplaw/invoice.

It is also our practice to make a separate charge for out-of-pocket expenses incurred by us in the rendition of our services, including but not limited to charges for photocopying, messenger and special delivery services, mailing and Federal Express charges, filing and recording fees, and travel expenses. Any outside invoices received by us will be passed along to you without any "mark-up." A W-9 form is enclosed for your accounting department.

We reserve the right to terminate this engagement at any time that your account becomes more than 30 days' delinquent. If you have a question about our billing procedures or invoices, please be sure to contact us.

COOPERATION

We necessarily must rely on the accuracy and completeness of the facts and information provided to us. In order to enable us to effectively render the legal services contemplated, you agree to disclose fully and accurately all facts and keep us informed of all developments relating to the matter for which we have been retained. We will keep you advised of all significant developments and will provide any reporting that you request.

DOCUMENT RETENTION POLICY

All documents generated by the firm during our work on this file will eventually be destroyed. We will keep case documents and correspondence for a period of time, not exceeding five years, after the file is closed. We reserve the right to keep the documents only in electronic form. You are entitled to receive and make copies of any of the documents during that period of time, at your expense. Any documents obtained from you during our work on this matter will be returned to you when the matter is closed, or prior to that, if requested. You may pick the documents up at our office, or we will arrange to have them shipped back to you at your expense. They will not be retained and stored. Your

signature accepting this agreement acts also as an acceptance of our document retention policy as set out above.

DISCLAIMER

As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning any matter in which we represent you, and we disclaim any implied warranties.

WITHDRAWAL OR TERMINATION

Our relationship is based upon mutual consent and you may terminate our engagement at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for the payment of fees for legal services rendered, and of any other charges incurred before termination and in connection with an orderly transition of any open matters.

We are subject to the rules of professional conduct, which list several examples that require or allow us to withdraw from representing a client, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

STANDARDS OF PROFESSIONALISM

The Supreme Court of Texas has adopted the Texas Lawyer's Creed. Although compliance with the Creed is voluntary, we have decided to adhere to its provisions. A copy of the Creed is attached. If you have any questions about the Creed, we will be glad to discuss them with you.

Texas law requires that all attorneys provide their clients with the following notices about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State

Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll free for more information."

We sincerely appreciate and look forward to working with you. We request that you sign and date in the space provided below and return a copy of this letter to reflect that you are aware of and agree to the terms and conditions of this representation.

Sincerely,



Will W. Allensworth
Board Certified® in Construction Law
by the Texas Board of Legal Specialization

Direct: (512) 680-8868
wallensworth@allensworthlaw.com

WWA/mts
Enc.

APPROVED AND AGREED:

City of Liberty Hill

By: _____ Date:_____
Brandon Pritchett, Deputy City Manager

APPENDIX "A"

Professional Hourly Billing Rates 2026

Joe R. Basham	$600.00
Matthew C. Ryan	$600.00
Travis W. Brown	$600.00
Amy M. Emerson	$600.00
Jason T. Hill, Of Counsel	$600.00
Will W. Allensworth	$600.00
S.W. "Whitney" Knight	$600.00
Matthew R. Talley	$600.00
Tyler T. O'Halloran	$600.00
Megan R. Kateff	$570.00
Karly A. Houchin	$570.00
Jack E. Byrom	$570.00
Katherine L. Beran	$570.00
Maria S. Korzendorfer	$485.00
Justin W. Fishback	$485.00
Caroline K. Gorman	$450.00
Matthew D. Roland	$450.00
Robert W. Derner	$450.00
Jordan T. Rhodes	$385.00
Meredith S. Metaxas	$370.00
Abigail M. Adkins	$370.00
John "Bo" Balagia	$370.00
Michael D. Figler	$350.00
Mackenzie B. Salter	$350.00
Avery M. Bertagna	$315.00
Emilia Garanzuay	$315.00
Ashley N. Rice	$315.00
Iliana I. Martinez	$315.00
Don H. Fidler	$315.00
Law Clerks	$250.00
Contract Administrators	$250.00
eDiscovery Project Managers	$250.00
Paralegals/Legal Assistants	$200.00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Allensworth and Porter, LLP

2 Business name/disregarded entity name, if different from above.

Allensworth

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

303 Colorado Street, Suite 2800

Requester's name and address (optional)

6 City, state, and ZIP code

Austin, Texas 78701

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	2	7	2	7	8	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Matt Talley | **Date** 4/22/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE TEXAS LAWYER'S CREED

A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

l. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

l. I will advise my client of the contents of this creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

l. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt
"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchelmann, Jr.
Judges

AGENDA ITEM 4.A

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

City Council Meeting Date: October 14, 2026

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

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Fiscal Surety and Assurance of Construction and Maintenance UDC Text Amendment

AGENDA ITEM WORDING:

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

EXECUTIVE / BACKGROUND SUMMARY:

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

The amendments would:

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

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

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

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

FISCAL NOTES / FINANCIAL IMPACT:

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

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

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

CITY ATTORNEY REVIEW (IF APPLICABLE):

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

RESPONSIBLE STAFF / FOLLOW-UP:

Planning and Development Services Department.

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

ATTACHMENTS:

Ordinance

CITY OF LIBERTY HILL

ORDINANCE NO. 2026-O-019

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF LIBERTY HILL, TEXAS, HEREBY ORDAINS:

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

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

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

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

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

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

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

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

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

ORDAINED AND APPROVED the 14th day of October, 2026 by City Council on vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF LIBERTY HILL

Crystal Mancilla, Mayor

ATTEST:

Beatrice Canseco, City Secretary

APPROVED AS TO FORM:

Laura Mueller, City Attorney

EXHIBIT "A"

SECTION 7.05 FISCAL SURETY AND ASSURANCE OF CONSTRUCTION AND MAINTENANCE

Exhibit A

§ 7.05 Fiscal Surety and Assurance of Construction and Maintenance.

7.05.01 Payment of Taxes.

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

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

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

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

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

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

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

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

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

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

C. Purpose and Release of Fiscal Security.

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

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

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

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

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

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

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

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

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

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

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

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

7.05.03 Requirements Prior to Final Acceptance for Maintenance.

A. Warranty Period.

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

1. Warranty Security Required.

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

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

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

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

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

3. Correction of Deficiencies.

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

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

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

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

7.05.04 Acceptance of Improvements.

A. Inspection and Closeout Requirements.

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

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

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

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

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

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

B. Final Inspection and Acceptance.

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

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

C. Release of Fiscal Security.

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

D. Extension of Completion Time.

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

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

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

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

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

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

7.05.05 Maintenance and Supervision.

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

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

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

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

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

1. This Code;

2. All applicable City ordinances;

3. Applicable state and federal laws and regulations;

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

5. The executed private maintenance/license agreement.

E. **Failure to Maintain.**

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

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

AGENDA ITEM 4.B

Discussion and consideration of possible action on casting the City's vote in the Texas Municipal League (TML) Region 10 Director Election.

OFFICIAL BALLOT

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on November 5, 2026. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

☐ **Jimmy Jenkins, Councilmember, Smithville (Incumbent)**

☐ **Na'Cole Thompson, Mayor, Leander**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2026.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 10 Director Candidate Biographies



Jimmy Jenkins, Councilmember, Smithville (Incumbent)
Jimmy Jenkins is retired from American Airlines and returned home to Smithville in 2018. He was born in Wichita Falls and has been a tradesman all his life. After retirement, he wanted to keep his mind and body active and started attending council meetings. In 2023, he ran for and was elected to the Smithville City Council and was re-elected in 2025. Smithville is on the edge of the rapid growth occurring in Bastrop County, and Jenkins expects that growth to reach the city's doorstep within the next two to three years. As a councilmember, he has been very active in the Texas Municipal League (TML), Capital Area Regional Transportation Planning Organization (CARTPO), the Bastrop County Public Health Taskforce, and other city-related organizations and initiatives. Managing land use, working with officials to protect the City's ability to govern, and managing infrastructure are his top priorities. Jenkins was appointed to serve on the 2024 and 2026 TML Policy Summits, where he worked to protect cities' rights to govern and promote good legislation. He is a firm believer that by working together, cities and towns can improve the lives of constituents and make cities better. His priorities for Region 10 include listening to the perspectives of member cities, supporting collaboration among municipal leaders, and ensuring that the ideas and concerns of the region are effectively communicated to TML leadership. He is committed to supporting strong communities and maintaining the quality of life that makes Texas a desirable place to live, work, and raise a family.



Na'Cole Thompson, Mayor, Leander
Na'Cole Thompson made history with her election as the mayor of Leander on February 7, 2026, after serving three terms as mayor pro tem and on city council since 2021. A native Texan, small business owner, and community leader, she is known for bringing people together, strengthening small businesses, and leading initiatives in public safety, civic engagement, and cultural celebration. Through regional leadership with organizations like Capital Area Metropolitan Planning Organization, Capital Area Council of Governments, and Brushy Creek Regional Utility Authority, Thompson continues to shape the future of Central Texas with a leadership style rooted in trust, collaboration, and results.

AGENDA ITEM 4.C

Discussion and consideration of possible action on annual appointments to City boards, commissions, and committees from applications received by September 15, 2026.

City Council Meeting Date: October 14, 2026

Requested By: Beatrice Canseco, City Secretary

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Appointment

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Annual Board Commission and Committee Appointments

AGENDA ITEM WORDING:

Discussion and consideration of possible action on annual appointments to City boards, commissions, and committees from applications received by September 15, 2026.

EXECUTIVE / BACKGROUND SUMMARY:

Council will consider annual appointments from applications timely submitted by the September 15, 2026 deadline. The applicant list includes 36 timely applications from 34 individuals. Applications were made available to Council separately.

Board applicants will be invited to attend the City Council meeting where they may sign up to speak during Public Comments.

A separate item will follow for consideration of applications on file within the applicable 12-month window to fill vacancies remaining after annual appointments.

FISCAL NOTES / FINANCIAL IMPACT:

No direct fiscal impact from the appointments

CITY ATTORNEY REVIEW (IF APPLICABLE):

Prepared following City Attorney guidance.

RESPONSIBLE STAFF / FOLLOW-UP:

The City Secretary will record Council action, update the board roster, notify appointees, and coordinate onboarding and required training.

ATTACHMENTS:

Applicants

Annual Appointments Timely Applicant List

City Council October 14, 2026 | Prepared October 5, 2026

36 applications from 34 individuals

Applications received by September 15, 2026. Later submissions are excluded from this item.

Board or committee	Applicant	Received	Submission
Capital Improvements Advisory Committee	Wade Ashley	08/12/2026	Timely
Capital Improvements Advisory Committee	Mitchell Jay	07/22/2026	Timely
Capital Improvements Advisory Committee	Robert Watson	07/21/2026	Timely
Downtown Revitalization Committee	Carlena (CJ) Jefferson-Sims	06/21/2026	Timely
Downtown Revitalization Committee	Lisa McKinnon	09/15/2026	Timely
Economic Development Corporation	Robert Baughn	06/15/2026	Timely
Economic Development Corporation	Travis Bonnet	07/02/2026	Timely
Economic Development Corporation	Daniel Duckworth	06/15/2026	Timely
Economic Development Corporation	Amy Gandy	06/15/2026	Timely
Economic Development Corporation	Michael Sean Green	07/01/2026	Timely
Economic Development Corporation	Brian Kieley	07/20/2026	Timely
Economic Development Corporation	Michael Lutz	05/12/2026	Timely
Economic Development Corporation	Evangelia (Lia) V. Mote	06/11/2026	Timely
Economic Development Corporation	Srinivas Ponnala	07/22/2026	Timely
Economic Development Corporation	James Sims	06/21/2026	Timely
Economic Development Corporation	Misty Taylor	07/21/2026	Timely
Economic Development Corporation	Ashley Vaughan	06/19/2026	Timely
Parks and Recreation Advisory Board	Raychel Beasley	09/15/2026	Timely
Parks and Recreation Advisory Board	Aiden Diemer	03/25/2026	Timely
Parks and Recreation Advisory Board	Deepti Polsani	06/08/2026	Timely
Parks and Recreation Advisory Board	Justin Vavra	06/19/2026	Timely
Planning and Zoning Commission	Miguel Aleman	06/08/2026	Timely
Planning and Zoning Commission	David Dahl	07/21/2026	Timely
Planning and Zoning Commission	Dixie Forkl	11/03/2025	Timely
Planning and Zoning Commission	Mindy Guevara	06/08/2026	Timely
Planning and Zoning Commission	Praveen Gundavarapu	07/18/2026	Timely
Planning and Zoning Commission	Perry Harlow-Leggett	07/01/2026	Timely
Planning and Zoning Commission	Mitchell Jay	07/22/2026	Timely
Planning and Zoning Commission	Sagen E. Kmiec	11/01/2025	Timely
Planning and Zoning Commission	Austin Palmer	09/08/2026	Timely

Board or committee	Applicant	Received	Submission
Planning and Zoning Commission	Srinivas Ponnala	07/24/2026	Timely
Planning and Zoning Commission	Katharine Pontillo	09/14/2026	Timely
Planning and Zoning Commission	Kevin Smith	06/09/2026	Timely
Planning and Zoning Commission	Andrew Tyndall	07/21/2026	Timely
Planning and Zoning Commission	Luis Velez	07/22/2026	Timely
Zoning Board of Adjustment	Keith Bright	03/06/2026	Timely

Applications are provided separately to Council. A listing is not a certification of eligibility.

AGENDA ITEM 4.D

Discussion and consideration of possible action on appointments to vacancies remaining on City boards, commissions, and committees following annual appointments, from applications on file within the applicable 12-month window, including applications received after September 15, 2026.

City Council Meeting Date: October 14, 2026

Requested By: Beatrice Canseco, City Secretary

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Appointment

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Appointments to Remaining Board Commission and Committee Vacancies

AGENDA ITEM WORDING:

Discussion and consideration of possible action on appointments to vacancies remaining on City boards, commissions, and committees following annual appointments, from applications on file within the applicable 12-month window, including applications received after September 15, 2026.

EXECUTIVE / BACKGROUND SUMMARY:

Following annual appointments, Council will consider applications on file within the applicable 12-month window to fill remaining vacancies. The applicant list includes 39 applications from 37 individuals: 36 timely applications and 3 applications received after September 15.

Applications were made available to Council separately. Later submissions will be identified in dated supplements. Published lists will be preserved, and additions received after publication will be reported in the meeting presentation.

Board applicants will be invited to attend the City Council meeting where they may sign up to speak during Public Comments.

FISCAL NOTES / FINANCIAL IMPACT:

No direct fiscal impact from the appointments

CITY ATTORNEY REVIEW (IF APPLICABLE):

Prepared following City Attorney guidance.

RESPONSIBLE STAFF / FOLLOW-UP:

The City Secretary will record Council action, update the board roster, notify appointees, and coordinate onboarding and required training.

ATTACHMENTS:

Applicants

Remaining Vacancies All Applicant List

City Council October 14, 2026 | Prepared October 5, 2026

39 applications from 37 individuals | 36 timely | 3 untimely

For consideration after annual appointments, subject to remaining vacancies, applicant eligibility, and the applicable 12-month application window.

Board or committee	Applicant	Received	Submission
Capital Improvements Advisory Committee	Wade Ashley	08/12/2026	Timely
Capital Improvements Advisory Committee	Mitchell Jay	07/22/2026	Timely
Capital Improvements Advisory Committee	Robert Watson	07/21/2026	Timely
Downtown Revitalization Committee	Carlena (CJ) Jefferson-Sims	06/21/2026	Timely
Downtown Revitalization Committee	Lisa McKinnon	09/15/2026	Timely
Downtown Revitalization Committee	Kristan LeBaron	09/20/2026	Untimely
Economic Development Corporation	Robert Baughn	06/15/2026	Timely
Economic Development Corporation	Travis Bonnet	07/02/2026	Timely
Economic Development Corporation	Daniel Duckworth	06/15/2026	Timely
Economic Development Corporation	Amy Gandy	06/15/2026	Timely
Economic Development Corporation	Michael Sean Green	07/01/2026	Timely
Economic Development Corporation	Brian Kieley	07/20/2026	Timely
Economic Development Corporation	Michael Lutz	05/12/2026	Timely
Economic Development Corporation	Evangelia (Lia) V. Mote	06/11/2026	Timely
Economic Development Corporation	Srinivas Ponnala	07/22/2026	Timely
Economic Development Corporation	James Sims	06/21/2026	Timely
Economic Development Corporation	Misty Taylor	07/21/2026	Timely
Economic Development Corporation	Ashley Vaughan	06/19/2026	Timely
Parks and Recreation Advisory Board	Raychel Beasley	09/15/2026	Timely
Parks and Recreation Advisory Board	Aiden Diemer	03/25/2026	Timely
Parks and Recreation Advisory Board	Deepti Polsani	06/08/2026	Timely
Parks and Recreation Advisory Board	Justin Vavra	06/19/2026	Timely
Planning and Zoning Commission	Miguel Aleman	06/08/2026	Timely
Planning and Zoning Commission	David Dahl	07/21/2026	Timely
Planning and Zoning Commission	Dixie Forkl	11/03/2025	Timely
Planning and Zoning Commission	Mindy Guevara	06/08/2026	Timely
Planning and Zoning Commission	Praveen Gundavarapu	07/18/2026	Timely

Board or committee	Applicant	Received	Submission
Planning and Zoning Commission	Perry Harlow-Leggett	07/01/2026	Timely
Planning and Zoning Commission	Mitchell Jay	07/22/2026	Timely
Planning and Zoning Commission	Sagen E. Kmiec	11/01/2025	Timely
Planning and Zoning Commission	Austin Palmer	09/08/2026	Timely
Planning and Zoning Commission	Srinivas Ponnala	07/24/2026	Timely
Planning and Zoning Commission	Katharine Pontillo	09/14/2026	Timely
Planning and Zoning Commission	Kevin Smith	06/09/2026	Timely
Planning and Zoning Commission	Andrew Tyndall	07/21/2026	Timely
Planning and Zoning Commission	Luis Velez	07/22/2026	Timely
Planning and Zoning Commission	Tyler James	09/28/2026	Untimely
Planning and Zoning Commission	Matthew J. Miller	09/24/2026	Untimely
Zoning Board of Adjustment	Keith Bright	03/06/2026	Timely

Applications are provided separately to Council. A listing is not a certification of eligibility.

AGENDA ITEM 4.E

Discussion and consideration of possible action to add additional positions to the Unified Development Code Rewrite Committee.

AGENDA ITEM 4.F

Presentation and discussion regarding the proposed plan, schedule, and estimated costs for an additional joint stakeholder meeting related to the Unified Development Code rewrite.

AGENDA ITEM 5.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 5.B

Pursuant to Texas Government Code Section 551.074 (Personnel Matters) and 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to consult with the City Attorney related to legal issues regarding Council, board, and committee vacancies.