CITY COUNCIL REGULAR MEETING
WEDNESDAY - OCTOBER 28, 2026 - 6:00 PM

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

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

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) PRESENTATIONS

A) Presentation recognizing October 2025 as Hill Country Night Sky Month in the City of Liberty Hill.
Proclamation

3) PUBLIC COMMENTS

Comments on Non-Agenda Items:
Individuals wishing to address the governing body on matters not listed on the agenda must complete a Public Comment Form and submit it prior to the meeting. Each speaker is limited to three (3) minutes. No action may be taken during this portion of the meeting. Members of the governing body may respond only

with factual information, references to existing policy, or requests that the subject be placed on a future agenda.

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

4) CONSENT AGENDA

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

A) Approval of the City Council Regular Meeting minutes from October 14, 2026.
Minutes

5) REGULAR AGENDA

A) Public hearing and consideration of a Conditional Use Permit request to allow a Game Room use at 14745 W. SH 29, Suite B, on approximately 0.81 acres of land, part of and out of the R.G. Millican Survey, Abstract No. 448, and more particularly described by Williamson Central Appraisal District Parcel R022627, in the General Commercial/Retail (C3) zoning district, as required by Unified Development Code (UDC) Section 4.09, Table 4-2.
Cover Sheet
Applicant's Letter of Intent
Staff Report
Case Maps
Proposed Interior Layout
Ordinance

B) Discussion and consideration of possible action on a resolution adopting the Liberty Hill Strategic Plan 2030.
Cover Sheet
Resolution
Draft Strategic Plan 2030
2030 Implementation Framework

C) Discussion and consideration of possible action on a resolution awarding Solicitation S2026-005 and designating Frost Bank as the City's primary depository for an initial two-year term with up to three one-year renewals, and authorizing the City Manager to execute necessary documents.
Cover Sheet
Resolution
Depository Agreement
BNYM Third Party Custodian Agreement
Security Agreement
BNYM Schedule A Eligible Securities

D) Discussion and consideration of possible action on a $290,000 construction proposal with

G2 Construction Services (G2CSi) for downtown streetscape improvements, and authorizing the City Manager to execute necessary documents.
Cover Sheet
Proposal

E) Discussion and consideration of possible action on a $330,000 proposal from G2 Construction Services for City Park basketball court, landscaping, and irrigation improvements, and authorizing the City Manager to execute necessary documents.
Cover Sheet
Proposal

F) Discussion to transition to a Winter Quarter Average methodology for sewer and wastewater rates and to begin winter data collection.
Cover Sheet
Winter Averaging Methodology for Residential Wastewater Billing

6) CONVENE TO EXECUTIVE SESSION

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

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

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 Shadow.

C) 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 Sally.

7) RECONVENE TO REGULAR SESSION

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

8) ADJOURNMENT

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Liberty Hill City Hall, located at 926 Main Street, Liberty Hill, Texas 78642, and on the City website (https://www.libertyhilltx.gov/agendacenter) on or before 5:00 p.m., on October 22, 2026.

_____
Beatrice Canseco, City Secretary

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

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

AGENDA ITEM 2.A

Presentation recognizing October 2025 as Hill Country Night Sky Month in the City of Liberty Hill.

PROCLAMATION

CITY OF LIBERTY HILL

HILL COUNTRY NIGHT SKY MONTH

OCTOBER 2026

WHEREAS, the beauty and wonder of a star-filled sky is one of the Creator's most magnificent works, designed to remind us of His glory and majesty; and

WHEREAS, Scripture tells us that "He determines the number of the stars and calls them each by name" (Psalm 147:4), and that "The heavens declare the glory of God; the skies proclaim the work of His hands" (Psalm 19:1); and

WHEREAS, when we look up at the night sky, we are reminded of the vastness of His creation and of our calling to be faithful stewards of what He has entrusted to us, caring for the land, the air, and the light He designed for our good; and

WHEREAS, standing beneath the heavens fills our hearts with peace, wonder, and awe, inspiring gratitude and curiosity — especially among our youth — and drawing us closer to the Creator who set each star in place; and

WHEREAS, preserving the natural beauty and historic heritage of Liberty Hill — including our dark and starry skies — honors the Creator and ensures that future generations may continue to experience this same wonder; and

WHEREAS, tonight, as we come together to celebrate "Hill Country Night Sky Month," we acknowledge that the heavens above are a sacred gift — a reminder of God's artistry and a call to each of us to protect and cherish this creation with gratitude and care; and

WHEREAS, on October 25, 2025, the City of Liberty Hill, in partnership with Save Our Stars, Williamson County River Ranch Park, the Liberty Hill Library, the Williamson County Astronomy Club, and DarkSky Texas, hosted the Tri- County Mysteries and Myths Star Party to celebrate Liberty Hill becoming an International DarkSky Community.

NOW, **THEREFORE**, I, Crystal Mancilla, Mayor of the City of Liberty Hill, Texas, do hereby proclaim October 2026 as "Hill Country Night Sky Month" in Liberty Hill, Texas — a time to give thanks to our Creator, to marvel at His handiwork, and to renew our commitment to care for the world He has placed in our hands

IN WITNESS WHEREOF, I have signed this proclamation on the 28th day of October, 2026.

_____

Crystal Mancilla
Mayor, City of Liberty Hill

AGENDA ITEM 4.A

Approval of the City Council Regular Meeting minutes from October 14, 2026.

City Council Regular Meeting Minutes

Wednesday – October 14, 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, Tim Hennessy, Jacquetta Thayer, and Michael Helbing

Absent: Council Members Elisabeth Brown and Lacy Scott

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 6:01 p.m.

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

PUBLIC COMMENTS

The following individuals addressed the Council:

Kristan LeBaron spoke regarding agenda item 4D.

Merle Rouillard spoke on behalf of the Over the Hill Gang to extend gratitude for the support of the City.

Katharine Pontillo spoke regarding agenda item 4D.

Nicole Bauer spoke regarding agenda item 4D.

DRAFT

CONSENT AGENDA

3A) Approval of the City Council Regular Meeting minutes from September 23, 2026.
(B. Canseco, City Secretary)

3B) 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.
(B. Pritchett, Deputy City Manager)

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

Seconded by Council Member Helbing.

Motion carried unanimously (5-0).

REGULAR AGENDA

4A) 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.
(B. Pritchett, Deputy City Manager)

A public hearing for this item was held at the August 26, 2026 Regular City Council meeting. No one spoke.

Mr. Pritchett presented the proposed ordinance and reviewed proposed revisions to fiscal surety requirements, warranty periods, warranty security, and acceptance of public improvements. Council discussed warranty periods, warranty security percentages, inspection practices, infrastructure performance, contractor liability, development agreements, and options for extending warranty protection when deficiencies are identified.

Mayor Mancilla read the ordinance caption:
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.

Motion made by Mayor Pro Tem Williams to approve Ordinance No. 2026-O-019 amending Section 7.05 of the Unified Development Code, with amendments establishing a two-year maintenance period at 20 percent warranty security and requiring a one-year extension of the maintenance period for the entire project should public infrastructure failures occur within the two-year warranty period.

DRAFT

Seconded by Council Member Hennessy.

Motion carried unanimously (5–0).

4B) Discussion and consideration of possible action on casting the City's vote in the Texas Municipal League (TML) Region 10 Director Election.
(C. Mancilla, Mayor)

Council discussed the qualifications of the candidates.

Motion made by Council Member Helbing to cast the City of Liberty Hill's vote for Na'Cole Thompson for TML Region 10 Director.

Seconded by Council Member Council Member Thayer.

Motion carried unanimously (5–0).

4C) Discussion and consideration of possible action on annual appointments to City boards, commissions, and committees from applications received by September 15, 2026.
(B. Canseco, City Secretary)

4D) 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.
(B. Canseco, City Secretary)

By consensus, Items 4C and 4D were considered together.

Ms. Canseco presented the annual board, commission, and committee appointment review and summarized eligibility requirements, vacancies, and application activity.

Council discussed the need for additional recruitment, particularly for residents within city limits, and reviewed applicants for each board.

The following appointments were recommended:
Capital Improvements Advisory Committee
Wade Ashley, Place 1, term ending October 31, 2028.
Robert Watson, Place 2, term ending October 31, 2028.
Remaining vacancies deferred for future consideration.

Downtown Revitalization Committee
Kristan LeBaron reappointed to Place 3, term ending October 31, 2028.
Lisa McKinnon appointed to Place 5, term ending October 31, 2028.

DRAFT

Economic Development Corporation
Ashley Vaughan reappointed to Place 2, term ending October 31, 2028.
Amy Gandy reappointed to Place 3, term ending October 31, 2028.
Daniel Duckworth reappointed to Place 4, term ending October 31, 2028.
Robert Baughn reappointed to Place 7, term ending October 31, 2028.

Parks and Recreation Advisory Board
Nicole Bower reappointed to Place 5, term ending October 31, 2028.
Remaining vacancy left open pending additional recruitment efforts and review of city resident representation.

Planning and Zoning Commission
Matthew J. Miller appointed to Place 3 to complete an unexpired term ending October 31, 2027.
Tyler James reappointed to Place 4, term ending October 31, 2028.
Katharine Pontillo appointed to Place 5, term ending October 31, 2028.

Zoning Board of Adjustment
Appointments postponed pending additional recruitment and review of eligible applicants.

Motion made by Mayor Pro Tem Williams to approve the board, commission, and committee appointments as stated by the City Secretary.

Seconded by Council Member Thayer.

Motion carried unanimously (5–0).

4E) Discussion and consideration of possible action to add additional positions to the Unified Development Code Rewrite Committee.
(T. Hennessy, Council Member)

Council discussed representation from the development community on the Unified Development Code Rewrite Committee and the inability of an existing member to regularly attend meetings. Following discussion under Item 4F, Council returned to Item 4E.

Motion made by Council Member Hennessy to appoint Jennifer Jenson to the Unified Development Code Rewrite Committee.

Seconded by Mayor Pro Tem Williams.

Motion carried (4–1), with Council Member Thayer in opposition.

4F) Presentation and discussion regarding the proposed plan, schedule, and estimated costs for an additional joint stakeholder meeting related to the Unified Development Code rewrite.
(B. Pritchett, Deputy City Manager)

DRAFT

Mr. Pritchett presented the proposed meeting format, schedule, anticipated participation requirements, estimated costs, and timeline impacts associated with an additional stakeholder meeting regarding the Unified Development Code rewrite.

Council discussed public engagement efforts completed to date, future stakeholder participation, consultant costs, and scheduling.

Motion made by Council Member Helbing to direct staff to proceed with the proposed joint stakeholder meeting plan as presented.

Seconded by Council Member Hennessy.

Motion carried unanimously (5–0).

CONVENE TO EXECUTIVE SESSION

Mayor Mancilla announced that the City Council would convene into Executive Session at 7;22 p.m. pursuant to:

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 551.074 (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.

RECONVENE TO REGULAR SESSION

Mayor Mancilla reconvened the meeting into Regular Session at 8:12 p.m.

No action was taken.

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 8:12 p.m.

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

DRAFT

AGENDA ITEM 5.A

Public hearing and consideration of a Conditional Use Permit request to allow a Game Room use at 14745 W. SH 29, Suite B, on approximately 0.81 acres of land, part of and out of the R.G. Millican Survey, Abstract No. 448, and more particularly described by Williamson Central Appraisal District Parcel R022627, in the General Commercial/Retail (C3) zoning district, as required by Unified Development Code (UDC) Section 4.09, Table 4-2.

City Council Meeting Date: October 28, 2026

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

Requested Agenda Placement: Public Hearing(s)

Agenda Item Type: Ordinance

AGENDA ITEM COVER SHEET

ITEM / TITLE:

2026-1-CUP - 14745 W. SH 29, Suite B Game Room Conditional Use Permit (Ordinance No. 2026-O-025)

AGENDA ITEM WORDING:

Public hearing and consideration of a Conditional Use Permit request to allow a Game Room use at 14745 W. SH 29, Suite B, on approximately 0.81 acres of land, part of and out of the R.G. Millican Survey, Abstract No. 448, and more particularly described by Williamson Central Appraisal District Parcel R022627, in the General Commercial/Retail (C3) zoning district, as required by Unified Development Code (UDC) Section 4.09, Table 4-2.

EXECUTIVE / BACKGROUND SUMMARY:

The City added Game Rooms to the Unified Development Code use table and definitions with Ordinance No. 2022-O-05.25-01, adopted May 25, 2022. In the General Commercial/Retail (C3) zoning district, a Game Room is allowed only with a Conditional Use Permit. That process lets Council decide, at its discretion, whether a use with unique operating characteristics fits a particular location, after the Planning and Zoning Commission reviews the request and makes a recommendation.

The applicant has requested a Conditional Use Permit to operate a Game Room in a 580 square foot tenant space at 14745 W. SH 29, Suite B, a former martial arts studio in an existing strip center owned by Brent Ross and Cloyd Commercial, LLC. The applicant plans to have 60 amusement redemption machines, 40 computer-based and 20 standalone, with membership limited to people 21 years of age or older, and proposes to operate from 10:00 a.m. to 10:00 p.m., seven days a week. The nearest house is about 65 feet east of the strip center, and the nearest planned residential area, within the 14601 W. Highway 29 PUD, is about 115 feet away.

The Planning and Zoning Commission held a public hearing on October 6, 2026, and recommended denial by a vote of 3 to 0, with one commissioner absent. Staff also recommended denial due to the fact that findings could not be made in accordance with UDC Section 3.07.03(B)(2) that the use will have no significant negative impact on nearby residents. Staff's concerns centered on the evening activity and customer traffic the use would bring close to homes, which conditions of approval would not resolve. Twelve notices were mailed to property owners within 200 feet, and the City has received no letters in support or

opposition. Ordinance No. 2026-O-025 is drafted for approval, with Exhibit "B" to be completed with the conditions Council adopts.

FISCAL NOTES / FINANCIAL IMPACT:

No fiscal impact.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the drafted ordinance.

RESPONSIBLE STAFF / FOLLOW-UP:

If Council approves the request, staff will add the adopted conditions to Exhibit "B," and the applicant will submit a lighting plan and obtain a Certificate of Occupancy before opening.

ATTACHMENTS:

- Applicant's Letter of Intent
- Staff Report
- Case Maps
- Proposed Interior Layout
- Ordinance No. 2026-O-025 – 14745 W. SH 29 Suite B Game Room Conditional Use Permit

LETTER OF EXPLANATION

Conditional Use Permit – Gameroom

14745 W State Highway 29, Liberty Hill, TX 78642

To: City of Liberty Hill
Re: Description of proposed use, processes, and activities

The proposed use of the property is an indoor gameroom and entertainment business operating within the existing commercial building.

The business will provide customers with indoor recreational and entertainment activities through electronic gaming and amusement machines. Customers will enter the facility, participate in the available games and activities, and use the facility during normal business hours. Staff will be present to assist customers, maintain the facility, monitor equipment, and handle routine business operations.

The proposed use will be conducted entirely within the existing building. No manufacturing, industrial processing, or outdoor storage is proposed. The business will not involve the production of goods or other industrial activities.

Routine operations will include customer service; operation and maintenance of gaming and amusement equipment; cleaning and maintenance of the interior; and general administrative activities. Any required safety, building, fire, parking, and other applicable City requirements will be followed.

The property will continue to function as a commercial use, with customer and employee parking accommodated on the property. The applicant intends to operate the business in a manner compatible with surrounding properties and consistent with applicable City of Liberty Hill requirements.

The applicant respectfully requests approval of the Conditional Use Permit for the proposed gameroom use.

Sincerely,

Applicant: _____

Date: 08/11/2026

REQUEST FOR CUP & PROPOSED CONDITIONS

14745 TX-29, Liberty Hill, TX 78642

Applicant: Joshlyn Dasha Robinson

Purpose

We respectfully submit the following commitments for consideration of our CUP request. We understand the City's vision for the Boulevard Redevelopment area and are committed to making this a safe, clean, attractive, and responsibly operated recreational business that adds value to the community.

Proposed Conditions

- Operating hours of 10:00 AM–10:00 PM, seven days a week, or such other hours as approved by the City.
- No alcohol sales or consumption; the premises will be smoke-free.
- Approximately 3–10 employees depending on shifts, with a minimum of three employees and staff present whenever open.
- Security cameras, adequate lighting, and responsible on-site management.
- No loitering, disruptive behavior, or unlawful activity; concerns will be addressed promptly.
- Professional cleanliness, landscaping, signage, parking, and ongoing property maintenance.
- Willingness to make additional site improvements and accept reasonable conditions recommended by the City.

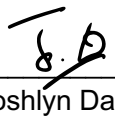
Community Value

The proposed business will provide local employment and a safe recreational gathering place where residents, including older adults, can socialize and enjoy time together. As a Liberty Hill resident, the applicant is committed to investing in the property and supporting the City's continued commercial development in good faith.

Request

We respectfully ask that the CUP be considered based on these commitments and our willingness to address reasonable City conditions. We look forward to working with Planning & Development, P&Z, and City Council to make the property a positive addition to Liberty Hill.

Respectfully,



Joshlyn Dasha Robinson
Applicant

Planning and Development Department
City Council

To:	City of Liberty Hill City Council
Subject:	2026-1-CUP: 14745 W. SH 29 Game Room
Meeting:	October 28, 2026
Staff:	Nicolas Border, Planner

Case Details

Subject Property:	14745 W. SH 29
Total Acreage:	0.81 acres
Legal Description:	0.81 acres out of the R.G. Millican Survey, Abstract No. 448
Property Owner:	Brent Ross and Cloyd Commercial, LLC
Applicant:	Joshlyn Dasha Robinson
Request:	A request for a Conditional Use Permit to allow a Game Room in the General Commercial/Retail (C3) zoning district, as required by Unified Development Code (UDC) Section 4.09, Table 4-2.
Case History:	This request was previously heard by the Planning & Zoning Commission on October 6, 2026.

Overview of Applicant's Request & Background

The applicant is requesting a Conditional Use Permit to operate a Game Room in an existing commercial strip center at 14745 W. SH 29, on an approximately 0.81-acre lot adjacent to and south of State Highway 29. The strip center is approximately 4,500 sq. ft., and the Game Room would occupy a tenant space of 580 sq. ft. at 14745 W. SH 29 Ste B that was most recently a martial arts studio. Should the request be approved, the approval would apply only to that tenant space and would not extend to any other tenant space or to the remainder of the property or strip center.

Concept plan: The applicant's concept plan shows a 20 ft. by 29 ft. tenant space with 60 amusement redemption machines. By the applicant's figures, the space is 580 sq. ft., including 449 sq. ft. of gaming area, 91 sq. ft. of office, reception, and coffee area, and a 40 sq. ft. restroom, with a main entrance and an emergency exit. Should the Conditional Use Permit be approved, the site will also be required to come into compliance with the outdoor lighting ordinance before a Certificate of Occupancy may be issued (see *Staff Analysis*).

UDC Section 8.01 defines a Game Room as "*a for-profit business located in a building or place that contains*:"

a. *amusement redemption machines; or*

b. *electronic, electromechanical, or mechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted solely for bona fide amusement purposes.*

How the games would operate:

The applicant has provided staff with information describing a total of 60 proposed amusement redemption machines, each intended for use by one customer at a time. Twenty of the proposed amusement redemption machines would be standalone units located along the side walls of the facility, while the remaining 40 would consist of computer-based amusement redemption machines located within the central game area. The applicant describes the computer-based amusement redemption machines as primarily offering online or sweepstakes-style entertainment games. The standalone amusement redemption machines may offer amusement, skill-based, or other game formats; however, the applicant has indicated that the specific machines and game models have not yet been finalized or purchased.

Customers would purchase credits at the front counter for use on the computer-based amusement redemption machines or directly through bill acceptors located on the standalone machines. Credits would be maintained electronically through each customer's membership account. Depending on the particular game, play may involve actions such as aiming, clicking, selecting, or spinning. The applicant has represented that game outcomes may be determined by a combination of skill and chance.

Texas law generally regulates devices that, in exchange for consideration, provide a player an opportunity to receive a prize or thing of value when the outcome is determined wholly or partially by chance, including certain machines commonly referred to as eight-liners. Texas law provides a limited exception for certain amusement devices when prizes are limited to qualifying noncash merchandise, toys, or novelties of restricted value. Accordingly, the manner in which prizes, credits, or other things of value are awarded and redeemed is relevant to determining whether a particular amusement redemption machine and its operation comply with applicable state law.

The applicant has stated that no amusement redemption machine would directly dispense cash and that promotional merchandise, gifts, or novelties would be of nominal value.

Membership registration would be free. Each member account would be established using government-issued identification and facial authentication, and access to the facility would be limited to individuals 21 years of age or older. The applicant's proposed rules would prohibit alcohol, smoking, loitering, and disruptive behavior and would limit play to one customer per amusement redemption machine at a time. The applicant also proposes a daily account limit of 3,000 credits. At least two employees would be present during each shift, and the facility would not operate unattended.

Because the applicant applied for a Game Room, describes the computer-based amusement redemption machines as sweepstakes-style games, and states that outcomes depend on both skill and chance, staff is reviewing the request as a Game Room under part (b) of the definition, which applies when a prize or thing of value is determined solely or partially by chance.

The applicant’s Letter of Intent, attached to this report, identifies several conditions the applicant has voluntarily offered as part of the request. These conditions are not automatically applicable to the proposed

use and would become enforceable only if recommended by the Planning & Zoning Commission and adopted by City Council as conditions of approval.

The applicant-proposed conditions that are not otherwise required by City code include:

- Limiting operating hours to 10:00 a.m. to 10:00 p.m., seven days a week;
- Prohibiting the sale or consumption of alcohol on the premises and maintaining a smoke-free premises; and
- Installing security cameras and providing responsible on-site management during operating hours.

City code does not currently impose operating-hour limitations specifically on Game Rooms. Additionally, the City's non-smoking regulations apply to City-owned property and do not independently require the proposed Game Room to operate as a smoke-free establishment. City code also does not require Game Rooms to install security cameras; existing regulations related to security systems address permitting requirements for alarm systems. While the sale of alcoholic beverages requires applicable City licensing supported by a state-issued permit, City code does not otherwise specifically prohibit alcohol within a Game Room.

Accordingly, the conditions listed above exceed the requirements currently applicable under City code and are being offered voluntarily by the applicant. If the City determines that these conditions should apply to the proposed use, they should be expressly incorporated into the conditions of approval so that they are enforceable as part of the approval.

Regulatory background: Ordinance No. 2022-O-05.25-01, adopted May 25, 2022, added Game Rooms to the UDC use table and definitions and states that it was adopted to regulate new types of business. Under UDC Section 3.07.03, a Conditional Use Permit lets City Council decide, at its discretion, whether to approve uses with unique or widely varying operating characteristics or unusual site development features, and the Planning & Zoning Commission reviews the request under UDC Section 4.10 and recommends approval or denial. A Site Plan is not required for this request, but the applicant submitted a concept plan showing the layout inside the tenant space.

Location

Nearby uses along this stretch of State Highway 29 are listed below.

Nearby Use	Business Name	Direction
Bar (beer barn)	Thirsty Penguin	West
Landscape materials sales and storage yard	Whittlesey Landscape Supply	West
Self-storage	Storage King	Northwest, across SH 29
Vacant land	N/A	North, across SH 29
RV repair shop	American RV Specialists	Northeast, across SH 29
Single-family residential home	N/A	East
Proposed PUD (currently vacant)	14601 W. Highway 29 PUD (Ordinance No. 2023-O-006)	South and southeast

The closest existing residential use is a single-family residence located on the parcel immediately east of the subject property. Although the property is zoned General Commercial/Retail (C3), the residence is approximately 65 feet from the strip center building, measured building to building.

The nearest identified sensitive area is the multifamily residential development contemplated within the 14601 W. Highway 29 Planned Unit Development (PUD), adopted by Ordinance No. 2023-O-006, located south and

southeast of the subject property. The strip center building is approximately 115 feet from the PUD property line.

The City's regulations for Game Rooms do not establish a definition of "sensitive area" or require a minimum separation from residential uses or other sensitive areas. However, Section 5.07.003 of the Code of Ordinances defines "sensitive area" in connection with regulations applicable to vape shops. That definition generally includes locations designated as drug-free zones under Texas law, such as schools, child-care facilities, video arcade facilities, parks and playgrounds, youth and community centers, libraries, faith-based institutions, and residential zones.

The separation requirements applicable to vape shops do not apply to the proposed Game Room. Staff has referenced this definition only because it is the Code's existing definition of "sensitive area" and provides context regarding the types of nearby uses the City has identified for additional protection through separation requirements in other land-use regulations.

Physical and Natural Features

The subject property is a rectangular lot with an existing commercial strip center of approximately 4,500 sq. ft. The tenant space was most recently a martial arts studio, which the proposed Game Room would replace. No major improvements have been made on the site in the last five years. The site has 9 parking spaces (8 standard and 1 ADA), shared by the tenants of the strip center.



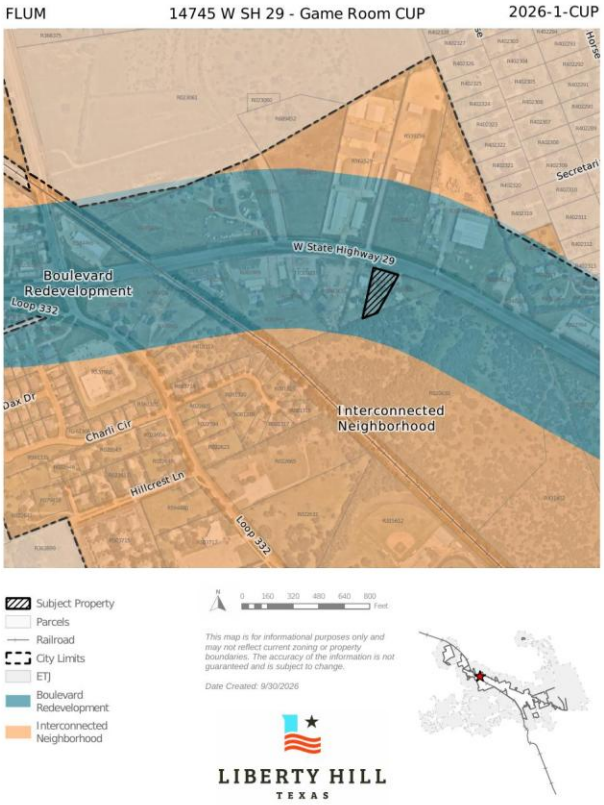
Future Land Use, Growth Sector, & Zoning Designation

The adopted LHTX 2040 Comprehensive Plan identifies Future Land Use designations to guide growth in Liberty Hill. The subject property is designated Boulevard Redevelopment (see reference map), which calls for residential, mixed-use, and non-residential typologies. The designation is intended to let SH 29 transition incrementally to an urban boulevard, with development that encourages slower travel and access managed through new public roads that create perpendicular interconnectivity to SH 29 (p. 70, LHTX 2040 Comprehensive Plan).

The Comprehensive Plan also identifies Growth Sectors to prioritize growth in certain areas of the city. The property is within the Infill & Enhance Growth Sector, which includes areas with existing development and full service where additional population, higher development intensities, and integration of uses are desired.

Growth policies for the sector support infill, redevelopment, and infrastructure projects that accommodate more residents and small businesses while improving walkability (p. 75, LHTX 2040 Comprehensive Plan).

The property is within City Limits and is zoned General Commercial/Retail (C3). Per UDC Section 4.07, this district is intended to provide for a wide range of commercial and retail goods and services in high-traffic areas adjacent to arterial streets and highways and is appropriate for relatively high-volume commercial centers. To protect abutting and surrounding residential areas, certain restrictions are placed on the intensity of uses, and emphasis is placed on standards for lighting, buffering, parking, and location of driveway access.

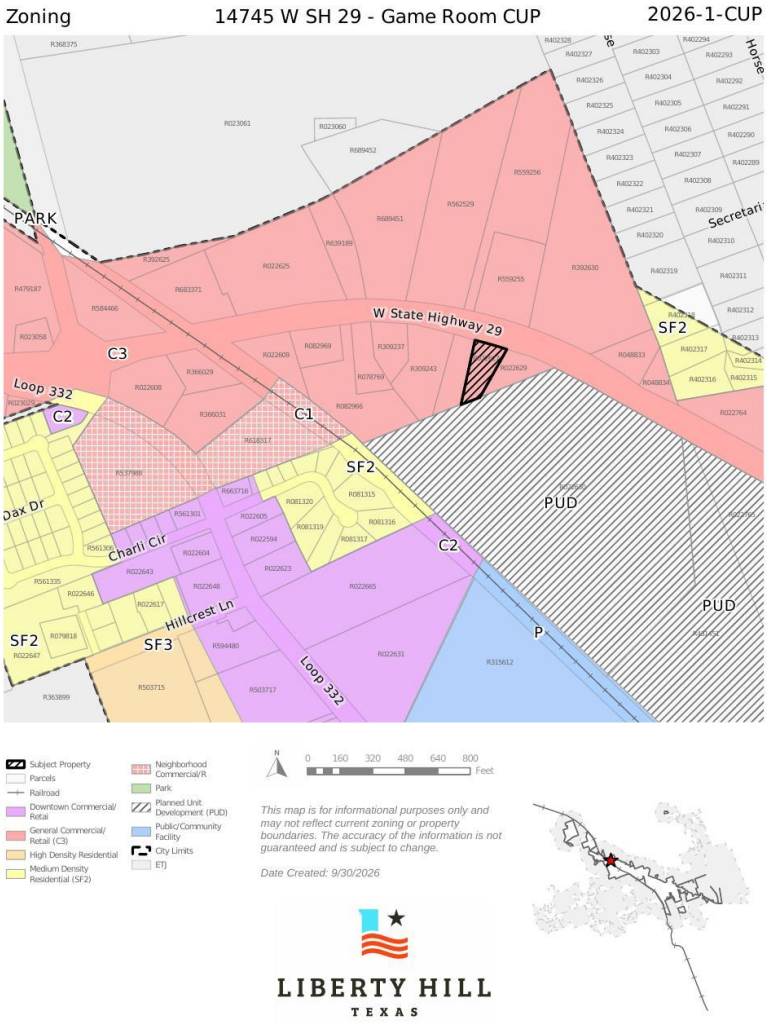




Surrounding Properties

The surrounding properties' designations are:

Direction	Zoning District	Future Land Use	Existing Land Use
North	General Commercial/Retail (C3)	Boulevard Redevelopment	Industrial & Commercial
East	General Commercial/Retail (C3)	Boulevard Redevelopment	Single-family Residential
South	Planned Unit Development (PUD), 14601 W. Highway 29 PUD (Ordinance No. 2023-O-006)	Boulevard Redevelopment & Interconnected Neighborhood	Undeveloped, Open Space
West	General Commercial/Retail (C3)	Boulevard Redevelopment	Commercial



Transportation

The subject property takes access from State Highway 29, which is owned and operated by TxDOT. State Highway 29 is identified as a "Proposed Conversion to Boulevard" at this portion of the roadway, as outlined in the Thoroughfare Master Plan (LHTX 2040 Comprehensive Plan, pg. 93).



Utilities

The subject property currently has existing utility services for the current commercial uses. Water and wastewater service are provided by the City of Liberty Hill. The proposed Game Room would not require additional water or wastewater capacity.

Public Notification

As required by the Texas Local Government Code (TLGC) and the City of Liberty Hill UDC, all property owners within a 200-foot radius of the subject property were notified of the Conditional Use Permit request and the public hearings. Twelve (12) notices were mailed in accordance with State Law, and a legal notice advertising the public hearings was published in the Williamson County Sun on Sunday, September 20, 2026.

To date, staff has received zero (0) letters in support of the request and zero (0) letters in opposition.



Staff Analysis

The Commission must review a Conditional Use Permit request under the criteria in UDC Section 4.10.01, and City Council applies the standard in UDC Section 3.07.03(B)(2). Staff's analysis focuses on the criteria most relevant to this request.

Under UDC Section 4.10.01(A), staff finds that the request does not conflict with the Comprehensive Plan, because the site is in the Infill & Enhance Growth Sector, which supports infill and redevelopment (p. 75), and the request would use an existing tenant space in a commercial strip center without changing the site's form or requiring a Comprehensive Plan Amendment. Staff's recommendation rests on the criteria below.

Conformance with the C3 District and the UDC (UDC Section 4.10.01(B))

Table 4-2 of UDC Section 4.09 identifies Game Rooms as a distinct land use from other indoor entertainment uses. While other indoor entertainment uses are permitted by right within the General Commercial/Retail (C3) district, a Game Room requires approval of a Conditional Use Permit (CUP). The UDC therefore establishes a separate review and approval process for Game Rooms within the C3 district.

The C3 district also includes development standards addressing lighting, buffering, parking, and driveway access, among other requirements, intended in part to address compatibility with abutting residential areas. These standards generally apply when new development or site improvements are proposed. The subject property is an existing developed strip center, and the applicant proposes to occupy an existing tenant space

without new building or site development. As a result, the CUP application does not independently trigger compliance with all current development standards applicable to new development. Certain requirements may nevertheless apply specifically as a result of the CUP application, and the Planning & Zoning Commission and City Council may consider additional conditions as part of the CUP request where authorized by the UDC. Staff reviewed the request accordingly.

- **Lighting:** Existing outdoor lighting on the property is legally nonconforming under UDC Section 6.13. However, because the applicant is requesting a Conditional Use Permit, UDC Section 6.13.03(c)(1) requires existing outdoor lighting on the site to be brought into compliance with current standards before a Certificate of Occupancy may be issued. The applicant will be required to submit a lighting plan as part of the Certificate of Occupancy process, and the required lighting improvements will be inspected for compliance prior to issuance of the certificate.
- **Parking:** The proposed Game Room would occupy a tenant space previously used as a martial arts studio. The applicant is not proposing site modifications that would otherwise trigger construction of additional parking as part of this request. The existing strip center contains nine shared parking spaces, consisting of eight standard spaces and one accessible space. The Planning & Zoning Commission or City Council may consider additional parking as a condition of the CUP. Any additional parking area would be required to comply with applicable UDC standards, including construction, dimensional, accessibility, and drainage requirements.
- **Buffering and Screening:** The applicant is not proposing new building construction or site development beyond improvements necessary to bring existing outdoor lighting into compliance, and the request does not otherwise trigger a Site Plan. Accordingly, current buffering, screening, and similar site-development standards are not automatically triggered by the proposed occupancy. As part of its consideration of the CUP, however, the Planning & Zoning Commission or City Council may consider whether additional site improvements, including buffering or screening, should be incorporated as conditions of approval. If such improvements require a Site Plan under the UDC, the applicant would be required to obtain Site Plan approval and construct the improvements in accordance with applicable standards.

Compatibility and Impacts (UDC Section 4.10.01(D) and (F) and UDC Section 3.07.03(B)(2))

The subject property is zoned General Commercial/Retail (C3). Accordingly, any tenant occupying the property must establish a commercial use permitted within the C3 district and comply with the regulations applicable to that district, regardless of whether the requested Conditional Use Permit (CUP) is approved. Uses permitted by right within C3, such as retail or restaurant uses, may generally occupy an existing tenant space upon obtaining the required Certificate of Occupancy and other applicable permits. A Game Room is treated differently under the UDC and may be established within the C3 district only upon approval of a CUP.

The CUP review therefore requires consideration of the proposed Game Room based on its specific operating characteristics and potential compatibility with surrounding uses. UDC Section 4.10.01(D) directs consideration of whether the proposed conditional use would result in impacts on abutting properties beyond those that may reasonably be expected from uses permitted by right within the district. UDC Section 3.07.03(B)(2) further requires consideration of whether the proposed use would have a significant negative impact on surrounding residents.

The nearest existing residential use is a single-family residence located approximately 65 feet east of the strip center. Additionally, multifamily residential development is contemplated within the PUD located south and southeast of the property, approximately 115 feet from the strip center building to the PUD property line. In evaluating the request, staff identified several operating characteristics of the proposed Game Room that may result in impacts different from those typically associated with uses permitted by right within the C3 district.

- **Hours of Operation:** The applicant proposes operating from 10:00 a.m. to 10:00 p.m., seven days per week, and has indicated that the anticipated peak period would occur between approximately 7:00 p.m. and 9:00 or 9:30 p.m. As proposed, the period of greatest customer activity would therefore occur during evening hours in close proximity to existing and planned residential uses. The applicant has indicated a willingness to consider modified operating hours. While operating hours may be addressed through a condition of approval, modification of those hours would not eliminate customer activity associated with the use during the hours in which the business is permitted to operate.
- **Customer Activity and Parking:** The applicant proposes 60 amusement redemption machines, each designed for use by one customer at a time. The number of machines therefore establishes the potential number of customers actively using the gaming area at any given time, in addition to employees and any customers waiting or otherwise present within the establishment. The strip center currently contains nine shared parking spaces—eight standard spaces and one accessible space—which serve all tenants within the center. Customers would also utilize the site's existing access to SH 29, with the nearest residence located approximately 65 feet from the strip center. The number of amusement redemption machines could be limited as a condition of the CUP, or additional parking could be required. Construction of additional parking, however, would require the applicable platting or legal-lot determination, Site Plan approval, and construction of the parking improvements in accordance with current City standards, including applicable drainage requirements.
- **Operating Characteristics of the Use:** The UDC separately defines and regulates Game Rooms based upon characteristics associated with the operation of amusement redemption machines. Other indoor entertainment uses are permitted by right within the C3 district, while Game Rooms require approval of a CUP. The UDC generally reserves the CUP process for uses that may have unique or widely varying operating characteristics and therefore warrant site-specific review. Accordingly, the proposed use should be evaluated based upon its actual proposed operation rather than treated as equivalent to other indoor entertainment uses permitted by right.

The applicant proposes 40 computer-based amusement redemption machines primarily offering online or sweepstakes-style games and 20 standalone amusement redemption machines. Customers would purchase credits either at the counter or through bill acceptors, with credits maintained electronically through individual membership accounts. The applicant has also represented to staff that accumulated credits would be converted to cash at a predetermined rate. The specific standalone machines and game models have not yet been finalized or purchased. These characteristics are integral to the operation of the proposed use and are not impacts that can necessarily be addressed through physical improvements to the property. Additionally, conditions regulating the internal administration of customer accounts, credits, game outcomes, or redemption practices may present practical challenges for ongoing City verification and enforcement.

- **Proximity to Residential Uses:** The C3 district includes standards intended, in part, to address compatibility between commercial development and abutting or surrounding residential areas. In this case, the nearest existing residence is approximately 65 feet from the strip center, and the nearest area contemplated for multifamily residential development is approximately 115 feet from the building to the PUD property line. Consequently, the customer activity and evening operating characteristics associated with the proposed use would occur in relatively close proximity to existing and planned residential uses.

The City's UDC does not establish a minimum separation requirement between Game Rooms and residential uses. Because the subject property and surrounding development already exist, conditions of approval cannot materially increase the physical separation between the proposed use and nearby residential properties. The CUP process therefore provides the mechanism through which the Planning & Zoning Commission and City Council may evaluate whether the proposed use is appropriate at this particular location and whether conditions could adequately address identified compatibility concerns.

Staff also recognizes characteristics of the site that may reduce certain potential impacts. The property has direct access to SH 29, allowing customer traffic to enter and exit from a state highway rather than relying upon a local

Conclusion

Based on the foregoing analysis, staff is unable to make the finding required by UDC Section 3.07.03(B)(2) that the proposed use will have no significant negative impact upon residents of surrounding property or the general public. The proposed Game Room would be located approximately 65 feet from the nearest existing residence and approximately 115 feet from property contemplated for multifamily residential development. The applicant proposes operating seven days per week into the evening hours, with the period of highest customer activity anticipated after normal business hours, and proposes 60 amusement redemption machines within a 580-square-foot tenant space.

The UDC does not permit a Game Room by right within the C3 district and instead requires approval through the Conditional Use Permit process, allowing the City to evaluate the specific operating characteristics of the proposed use and its compatibility with the surrounding area. In this case, staff finds that the principal compatibility concerns are associated with the ongoing operation of the business—including its intensity, hours of operation, customer activity, and proximity to residential uses—rather than impacts that can be fully addressed through physical site improvements. While conditions of approval could regulate certain aspects of the operation, such conditions would not eliminate the underlying proximity of the use to residential properties and may require ongoing monitoring and enforcement to ensure compliance.

For these same reasons, staff is also unable to make the finding under UDC Section 4.10.02(C) that the proposed use will be completely compatible with existing and permitted uses in the vicinity. Additionally, based on the proposed intensity and operating characteristics of the use, its proximity to existing and planned residential uses, and the limitations of conditions of approval in fully addressing those concerns, staff is unable to make the finding required by UDC Section 4.10.02(F) that the proposed use will not be detrimental to the public health, safety, or welfare.

Staff Recommendation

Staff recommends denial of the request for a Conditional Use Permit to allow a Game Room at the tenant space located at 14745 W. SH 29 Ste B, for the following reasons:

- The Game Room's operating characteristics could create impacts on nearby residential uses beyond those that reasonably may result from a use permitted by right in C3 (UDC Section 4.10.01(D)), including evening hours seven days a week, 60 amusement redemption machines in a 580 sq. ft. tenant space, and a single-family residence approximately 65 feet away.
- Staff is unable to find that the proposed use will have no significant negative impact upon residents of surrounding property or the general public, as required by UDC Section 3.07.03(B)(2). The nearest existing residence is approximately 65 feet from the strip center, and the planned multifamily development is approximately 115 feet from the property line. The applicant proposes operating until 10:00 p.m., seven days per week, with peak customer activity anticipated between approximately 7:00 p.m. and 9:30 p.m. The proposed use would include 60 amusement redemption machines, including 40 computer-based amusement redemption machines offering sweepstakes-style games, within a 580-square-foot tenant space that shares nine parking spaces with the other tenants of the strip center. Unlike other indoor entertainment uses, a Game Room is not permitted by right within the C3 district and requires consideration through the Conditional Use Permit process. Staff's concerns are primarily related to the ongoing operating characteristics

and intensity of the proposed use, including evening activity, customer traffic, parking demand, and proximity to residential uses. While conditions may regulate certain aspects of the operation, they would not eliminate these underlying compatibility concerns and would largely rely upon ongoing compliance, monitoring, and enforcement after the use is established.

- The conditions available under UDC Section 4.10.03, including a Site Plan that requires buffering or screening, would not adequately reduce the operational impacts (UDC Section 4.10.02(D)).
- Staff is unable to make findings C, D, and F under UDC Section 4.10.02 (see the findings table under *Planning and Zoning Commission Recommendation*).

Planning and Zoning Commission Recommendation

Pursuant to UDC Section 4.10.02, the Planning and Zoning Commission made a recommendation of denial of the request to City Council by 3 ayes and 0 nays on October 6, 2026.



Subject Property
Parcels
Railroad
City Limits
ETJ

N

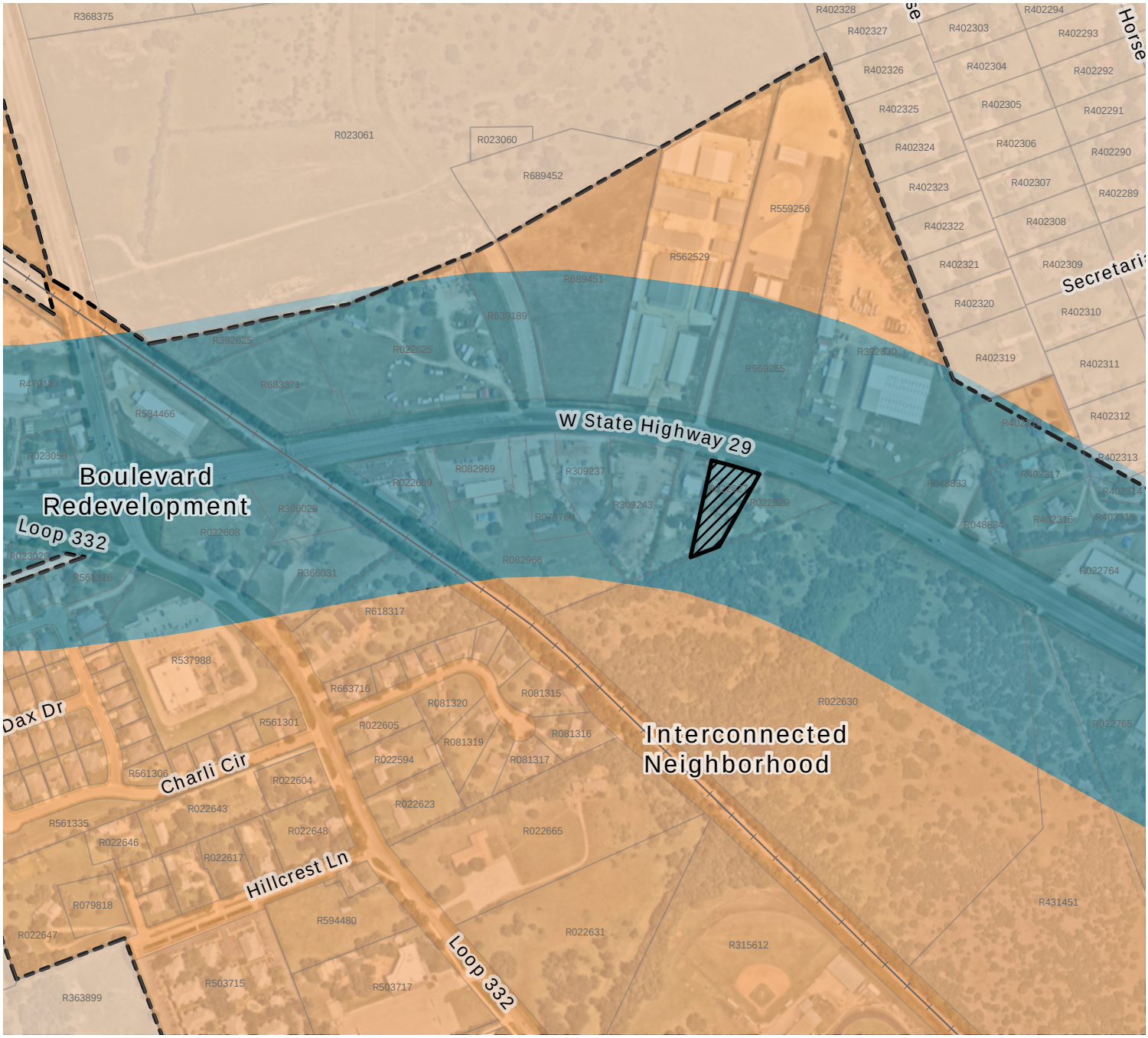
0 160 320 480 640 800
Feet

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: 9/30/2026



LIBERTY HILL
TEXAS



- Subject Property
- Parcels
- Railroad
- City Limits
- ETJ
- Boulevard Redevelopment
- Interconnected Neighborhood

N

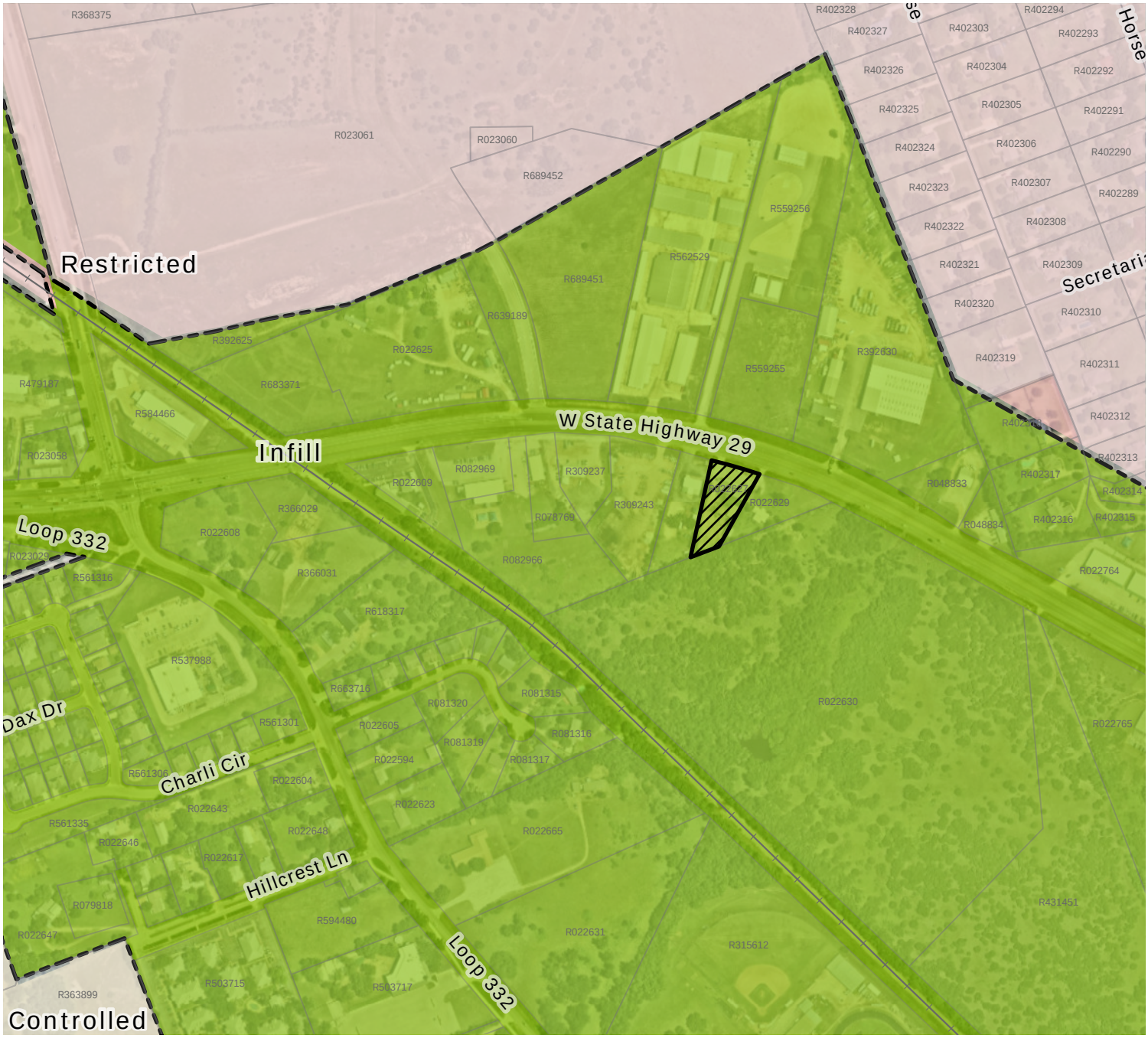
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Date Created: 9/30/2026



LIBERTY HILL
TEXAS



- Subject Property
- Parcels
- Railroad
- City Limits
- ETJ
- Controlled Growth
- Infill & Enhance
- Restricted Growth

N

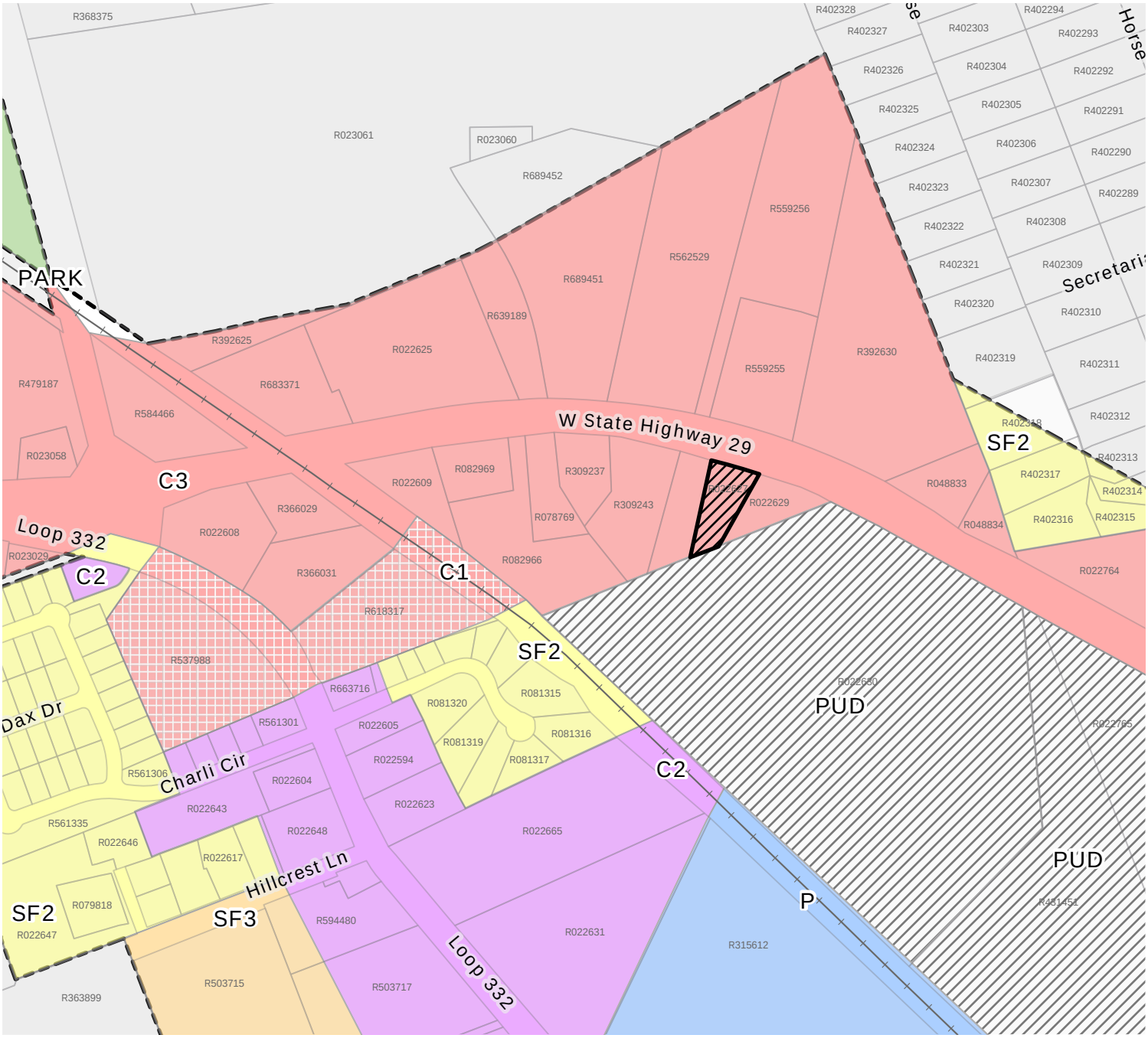
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Date Created: 9/30/2026



LIBERTY HILL
TEXAS



Subject Property
Parcels
Railroad
Downtown Commercial/ Retai
General Commercial/ Retail (C3)
High Density Residential
Medium Density Residential (SF2)
Neighborhood Commercial/R
Park
Planned Unit Development (PUD)
Public/Community Facility
City Limits
ETJ

N

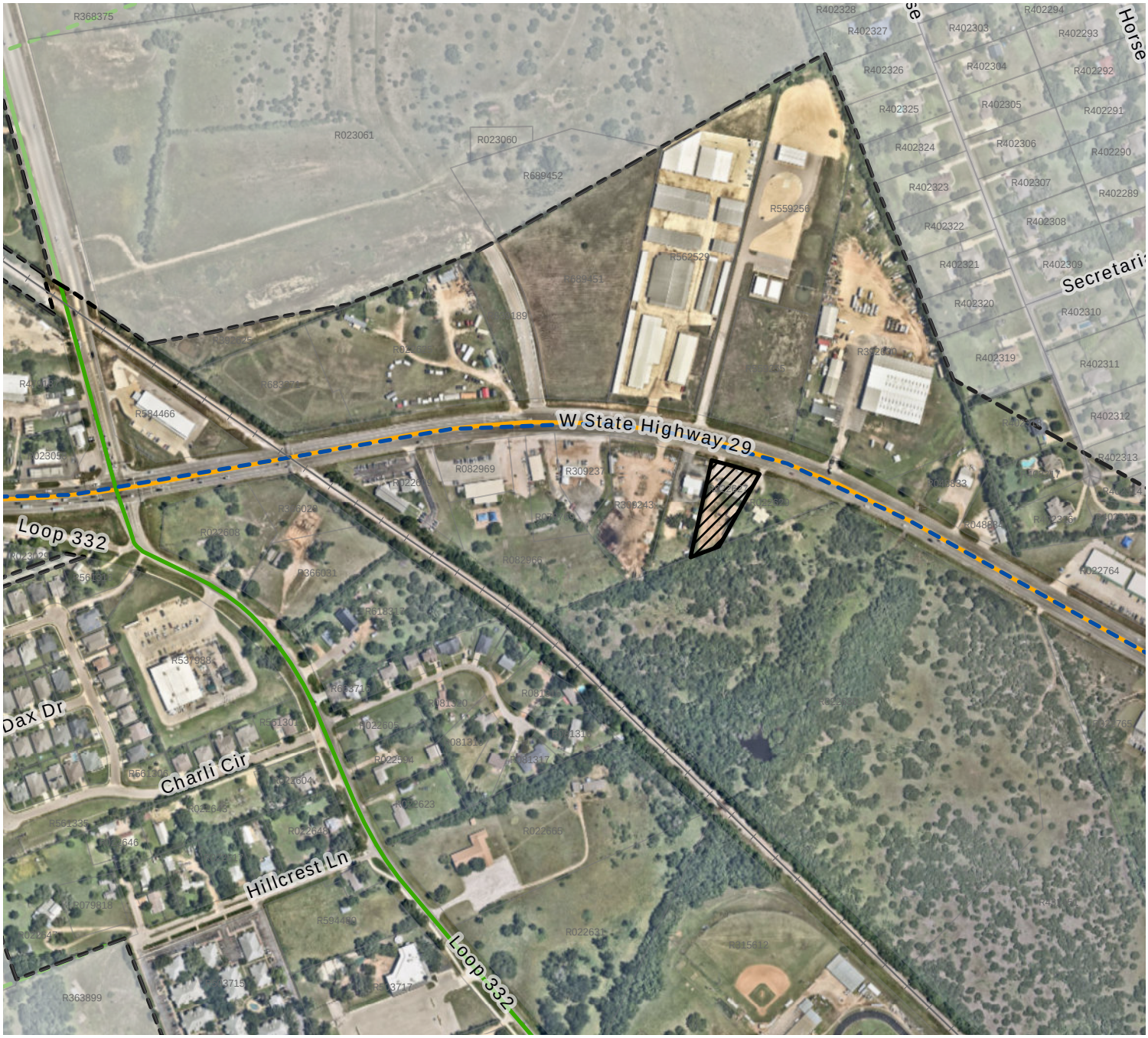
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This map is for informational purposes only and may not reflect current zoning or property boundaries. The accuracy of the information is not guaranteed and is subject to change.

Date Created: 9/30/2026



LIBERTY HILL
TEXAS



- Subject Property
- Parcels
- Railroad
- City Limits
- ETJ
- Arterial - Existing
- Avenue - Existing
- Avenue - Proposed
- Boulevard - Proposed

N

0 160 320 480 640 800 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: 9/30/2026



LIBERTY HILL
TEXAS



- Subject Property
- 200ft Notification Buffer
- Parcels
- City Limits
- ETJ

N

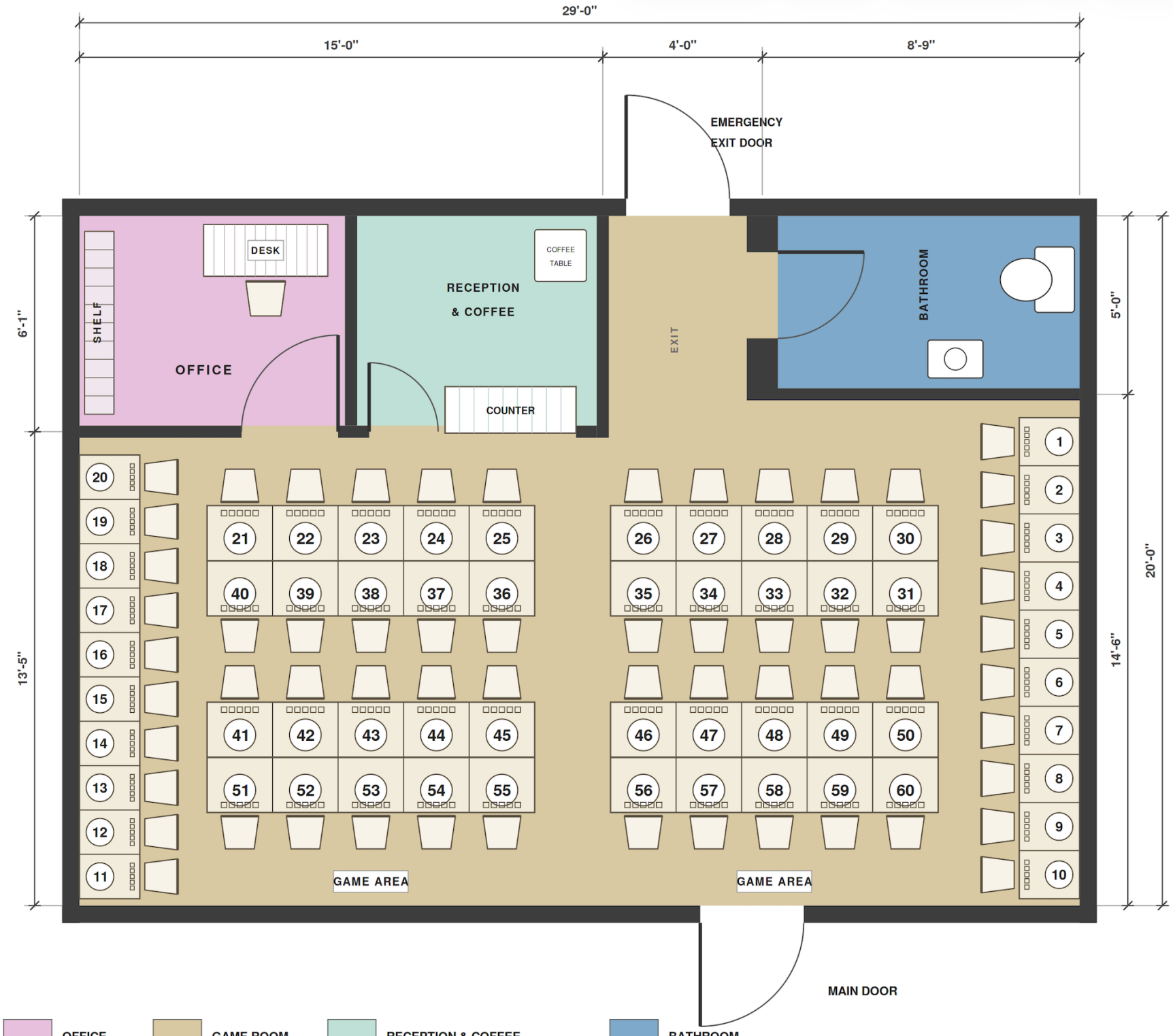
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This map is for informational purposes only and may not reflect current zoning or property boundaries. The accuracy of the information is not guaranteed and is subject to change.

Date Created: 9/29/2026



LIBERTY HILL
TEXAS


29'-0"
15'-0"
4'-0"
8'-9"
EMERGENCY
EXIT DOOR
DESK
SHELF
OFFICE
RECEPTION
& COFFEE
COFFEE
TABLE
COUNTER
EXIT
BATHROOM
6'-1"
13'-5"
5'-0"
14'-6"
20'-0"
GAME AREA
GAME AREA
MAIN DOOR
OFFICE
GAME ROOM
RECEPTION & COFFEE
BATHROOM

CITY OF LIBERTY HILL

(*14745 W. SH 29, Suite B Game Room Conditional Use Permit*)

ORDINANCE NO. 2026-O-025

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, APPROVING A CONDITIONAL USE PERMIT FOR A GAME ROOM AT 14745 W. STATE HIGHWAY 29, SUITE B, SUBJECT TO CONDITIONS, AND AMENDING APPENDIX A OF THE CITY OF LIBERTY HILL CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC), WHICH ADOPTS ZONING DISTRICTS, USE REGULATIONS, AND LOT DESIGN STANDARDS WITHIN THE CITY'S LIMITS AS WELL AS AN OFFICIAL ZONING MAP IN ACCORDANCE WITH THE COMPREHENSIVE PLAN, TO REFLECT THE CONDITIONAL USE PERMIT FOR CERTAIN PROPERTY; PROVIDING FOR FINDINGS OF FACT; HEARING; ENACTMENT; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Liberty Hill, Texas (the "City") has general authority to adopt an ordinance or regulation that is for the good of the 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, pursuant to Texas Local Government Code Chapter 211, the City has adopted zoning regulations applicable to properties within the City limits; and

WHEREAS, the City adopted Ordinance 05-O-13 on March 22, 2005, which established Appendix A of the Code of Ordinances for the City, also known as the Unified Development Code (UDC), thereby adopting an official zoning map for the City; and

WHEREAS, the City has received an application, submitted with the consent of the property owner, requesting a conditional use permit for a Game Room at 14745 W. State Highway 29, Suite B, consisting of approximately 580 square feet, on property shown on the survey attached as Exhibit "A" and incorporated by reference herein for all purposes, consisting of 0.81 acres of land out of the R.G. Millican Survey, Abstract No. 448, and more particularly described by Williamson Central Appraisal District Parcel R022627, Liberty Hill, Williamson County, Texas (the "Property"); and

WHEREAS, the Property is zoned General Commercial/Retail (C3), and Section 4.09, Table 4-2 of the Unified Development Code requires a conditional use permit to allow a Game Room in the C3 zoning district; and

WHEREAS, Sections 3.07.03 and 4.10.01 of the Unified Development Code contain the regulations and requirements for conditional use permits; and

WHEREAS, the applicant submitted a concept plan showing the layout of Suite B, and the City Council has reviewed the concept plan as the Site Plan for the conditional use permit; and

WHEREAS, the Planning and Zoning Commission met in a regular meeting on October 6, 2026, and conducted a public hearing on this matter; and

WHEREAS, the Planning and Zoning Commission recommended that the City Council deny the requested conditional use permit by a vote of zero (0) ayes to three (3) nays, with one (1) commissioner absent; and

WHEREAS, the City Council conducted a public hearing on October 28, 2026, to consider the Commission's recommendation as well as public comment; and

WHEREAS, the City Council reasonably determines that, subject to the conditions in Exhibit "B," there will be no significant negative impact upon residents of surrounding property or upon the general public, as provided in Section 3.07.03(B)(2) of the Unified Development Code; and

WHEREAS, the City Council of the City of Liberty Hill, Texas, finds that it is necessary to promote the health and safety, or general welfare of the City, and the safe, orderly, and healthful development of the City to approve the conditional use permit for 14745 W. State Highway 29, Suite B, subject to the conditions in Exhibit "B."

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. ENACTMENT

A conditional use permit is hereby granted to allow a Game Room, as defined in Section 8.01 of the Unified Development Code, at 14745 W. State Highway 29, Suite B, consisting of a maximum of 580 square feet. The conditional use permit applies only to Suite B. It does not extend to any other tenant space or any other part of the Property.

The applicant's concept plan attached as Exhibit "C" is approved as the binding Site Plan for the conditional use permit, in accordance with Section 3.07.03(B) of the Unified Development Code. Any modification to the approved Site Plan is governed by Section 3.07.03(B)(3) through (6) of the Unified Development Code.

The conditional use permit is subject to the conditions set out in Exhibit "B," attached hereto and

incorporated by reference herein for all purposes.

3. 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.

4. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption or as later required by state law.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that the 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ORDAINED & APPROVED this __ 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

APPROVED AS TO FORM:

_____
Laura Mueller, City Attorney

EXHIBIT "A"
(Property Map and Survey)

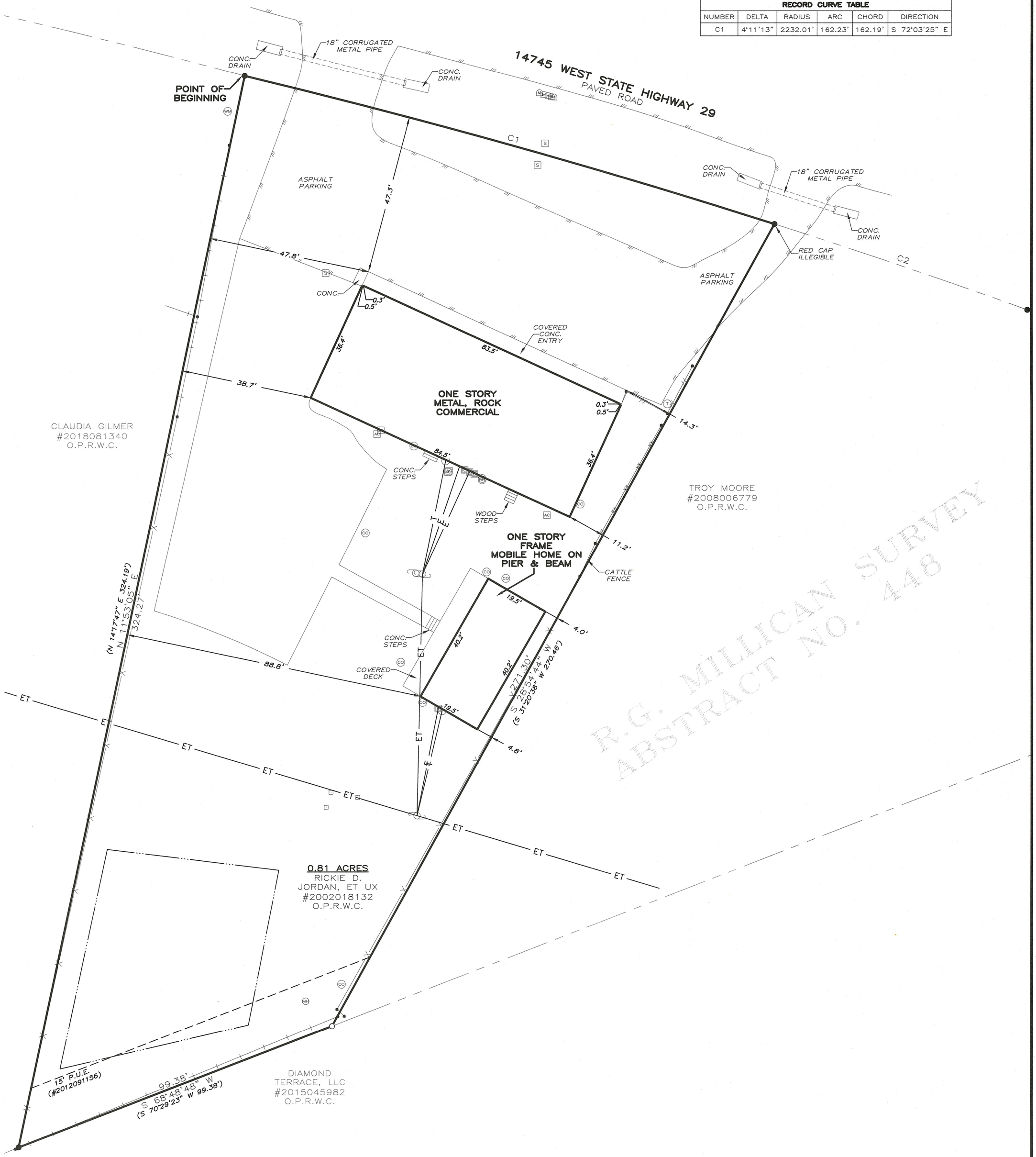
RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #2038766-LBH, EFFECTIVE DATE OF JULY 10, 2020 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

10F.) EASEMENT TO THE CITY OF LIBERTY HILL - #2012091156
(SUBJECT TO)
10G.) LEASE AGREEMENT - #2010002201 (SUBJECT TO)

BEING 0.81 ACRES OF LAND, MORE OR LESS, OUT OF THE R.G. MILLICAN SURVEY, ABSTRACT NO. 448, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CONVEYED TO RICKIE D. JORDAN, ET UX, BY DEED RECORDED IN DOCUMENT NO. 2002018132, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

JOB NO: 20-0875
DRAWN: RCG
F.C.: CC/CC

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	4°11'13"	2232.01'	163.11'	163.07'	S 74°22'44" E
C2	6°38'27"	2232.01'	258.70'	258.56'	S 68°52'52" E
RECORD CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	4°11'13"	2232.01'	162.23'	162.19'	S 72°03'25" E



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET WITH PINK CAP STAMPED "TLS"
///	PAVEMENT
●	FENCE POST
—XX—	CHAIN LINK FENCE
—+—	METAL FENCE
— X —	WIRE FENCE
—//—	WOOD FENCE
	UTILITY POLE
— E —	ELECTRIC LINES
—ET—	ELECTRIC/TELEPHONE LINES
— T —	TELEPHONE LINES
AC	AIR CONDITIONER
CO	CLEANOUT
E	ELECTRIC
M	MAILBOX
MH	MANHOLE
SA	SEPTIC ALARM
□	SEPTIC LID
S	SIGN
T	TELEPHONE
WM	WATER METER
( )	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
CONC.	CONCRETE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Scale: 1" = 20'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93, TEXAS CENTRAL ZONE.

EXHIBIT TO ACCOMPANY FIELD NOTES

CERTIFY TO: INDEPENDENCE TITLE / OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY / B. AND C. HARRISON PROPERTIES LLC / GF# 2038766-LBH

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY ADJOINS A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0245F, DATED DEC. 20, 2019, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR
8-26-20

Witness my hand and seal this the 25th Day of August, 2020 A.D.

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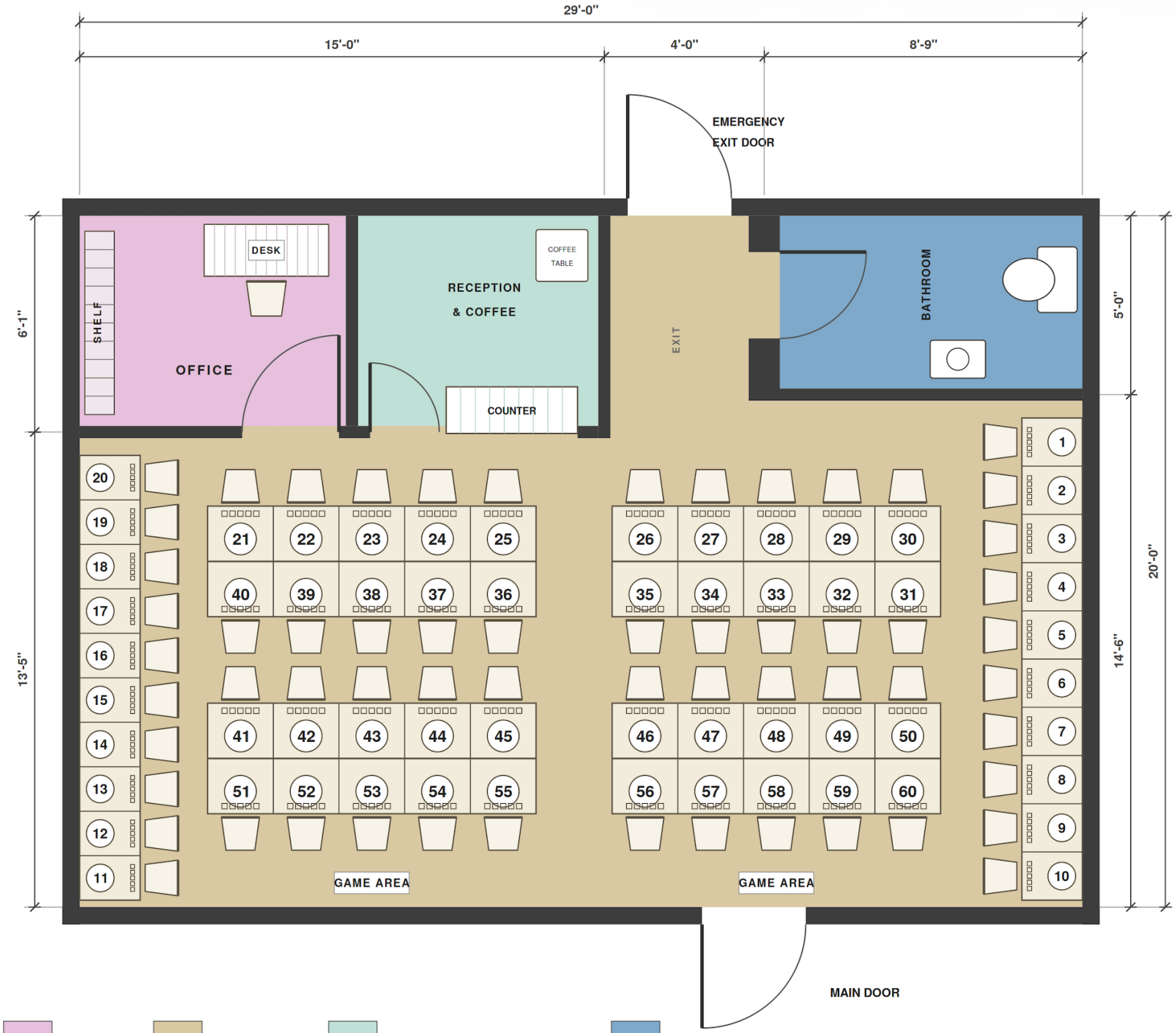
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EXHIBIT "B"

(Conditions of Approval)

[To be completed following City Council action. The conditions adopted by the City Council will be inserted here.]

EXHIBIT "C"
(Concept Plan, Binding Site Plan.)


29'-0"
15'-0"
4'-0"
8'-9"
EMERGENCY
EXIT DOOR
DESK
SHELF
OFFICE
RECEPTION
& COFFEE
COFFEE
TABLE
COUNTER
EXIT
BATHROOM
6'-1"
13'-5"
5'-0"
14'-6"
20'-0"
GAME AREA
GAME AREA
MAIN DOOR
OFFICE
GAME ROOM
RECEPTION & COFFEE
BATHROOM

AGENDA ITEM 5.B

Discussion and consideration of possible action on a resolution adopting the Liberty Hill Strategic Plan 2030.

City Council Meeting Date: October 28, 2026

Requested By: Abby Morrison, Executive Director of Management Services

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Resolution

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Resolution adopting the Liberty Hill Strategic Plan 2030

AGENDA ITEM WORDING:

Discussion and consideration of possible action on a resolution adopting the Liberty Hill Strategic Plan 2030.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed item requests City Council consideration and adoption of the Liberty Hill 2030 Strategic Plan.

The Strategic Plan provides a shared framework for managing growth, strengthening quality of life, and preserving Liberty Hill's distinctive character. It is intended to align City Council priorities, City operations, investments, and partnerships with the community's vision for the future.

Developed from April through October 2026, the plan was informed by research, data analysis, and extensive community and staff engagement. The process included stakeholder interviews, two community surveys with approximately 600 combined responses, a two-day Think-Tank, community workshops, strategic pillar sessions, and staff and council work sessions. Engagement was also supported through a dedicated project website, newsletters, and social media outreach.

The preferred future, "Shaping Tomorrow, Honoring Today," reflects the community's desire to proactively manage growth while protecting Liberty Hill's small-town character, natural setting, and community connections. The plan is organized around six interconnected strategic pillars:

- Plan for the Future – Coordinate land use, housing, policy, and community services.
- Build Ahead of Growth – Align infrastructure, water systems, and natural resources with future growth.
- Connect Liberty Hill – Improve regional mobility and everyday local connections.

- Transform Downtown – Strengthen downtown as a welcoming destination that celebrates Liberty Hill's heritage.
- Grow Local Experiences – Support local businesses, recreation, and community gathering opportunities.
- Lead Together – Strengthen collaboration, transparency, trust, and accountability.

Community feedback consistently emphasized infrastructure readiness, water security, transportation, preservation of community character, local businesses, recreation, and opportunities for residents to connect. Planning and infrastructure received the highest importance ratings in the second community survey, followed by collaborative leadership.

Following adoption, the City will begin integrating the Strategic Plan into annual budgets, capital improvement planning, departmental work programs, and other City initiatives. A draft implementation framework outlines proposed priorities, responsibilities, funding pathways, partnerships, and measurable milestones for coordinating the 24 strategic actions through 2030. The framework is a living document that staff will review and refine to reflect existing work, available resources, workloads, and partner commitments. Regular progress updates and an annual review will support accountability and allow priorities and timelines to adapt as conditions change.

The Liberty Hill 2030 Strategic Plan provides a roadmap for deliberate, responsible growth that improves everyday life while preserving the qualities that make Liberty Hill unique.

FISCAL NOTES / FINANCIAL IMPACT:

No additional fiscal impact. The Future iQ contract was previously approved and funded through a budget amendment adopted in March 2026 as part of the FY2026 budget.

RESPONSIBLE STAFF / FOLLOW-UP:

Following adoption, City staff will incorporate the Strategic Plan pillars into departmental work plans, budget development, capital planning, and other City initiatives.

ATTACHMENTS:

Resolution Adopting the Liberty Hill Strategic Plan 2030

Draft Liberty Hill Strategic Plan 2030

Liberty Hill 2030 Implementation Framework

CITY OF LIBERTY HILL, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, ADOPTING THE CITY'S 2030 STRATEGIC PLAN.

WHEREAS, the City of Liberty Hill, Texas (the "City") continues to develop long range plans to set directions for its growing community; and

WHEREAS, the City Council believes that adopting areas of focus for the growth of the City through 2030 provides necessary direction for future decisions; and

WHEREAS, the City engaged in data analysis, stakeholder interviews, community surveys, and leadership sessions to develop a strategic action framework to guide the City's future; and

WHEREAS, the Mayor and City Council of the City find it to be in the public interest to adopt this 2030 strategic plan.

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 adopts the 2030 Strategic Plan as shown in 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. Council directs the city manager to collaborate with staff to implement the adopted strategic plan.

SECTION 4. 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 5. This resolution shall become effective on October ____, 2026.

PASSED AND APPROVED THIS THE _____ DAY OF OCTOBER, 2026.

CITY OF LIBERTY HILL, TEXAS

_____
Crystal Mancilla, Mayor

ATTEST:

_____
Beatrice Canseco, City Secretary



LIBERTY HILL STRATEGIC PLAN 2030

CITY OF LIBERTY HILL, TEXAS | OCTOBER 2026











LIBERTY HILL STRATEGIC PLAN 2030

LIBERTY HILL, TEXAS | OCTOBER 2026

The Liberty Hill Strategic Plan 2030 identifies community priorities and actions to guide growth, strengthen quality of life and preserve the character that makes Liberty Hill distinctive.

Community input shaped the plan through stakeholder interviews, two surveys, a two-day Think-Tank, engagement sessions and a Strategic Pillar workshop with City staff. Regular e-newsletters and social media updates kept the community informed and encouraged participation throughout the process.

The plan provides a framework for City Council, staff and community partners to translate these priorities into action. It will guide planning decisions, budgets and investments through 2030, aligning growth and service delivery with community aspirations.

This report and the associated data analysis are available on the project portal at:

www.LHTX2030.com

Report prepared by:

future iQ®
Create Future Intelligence®

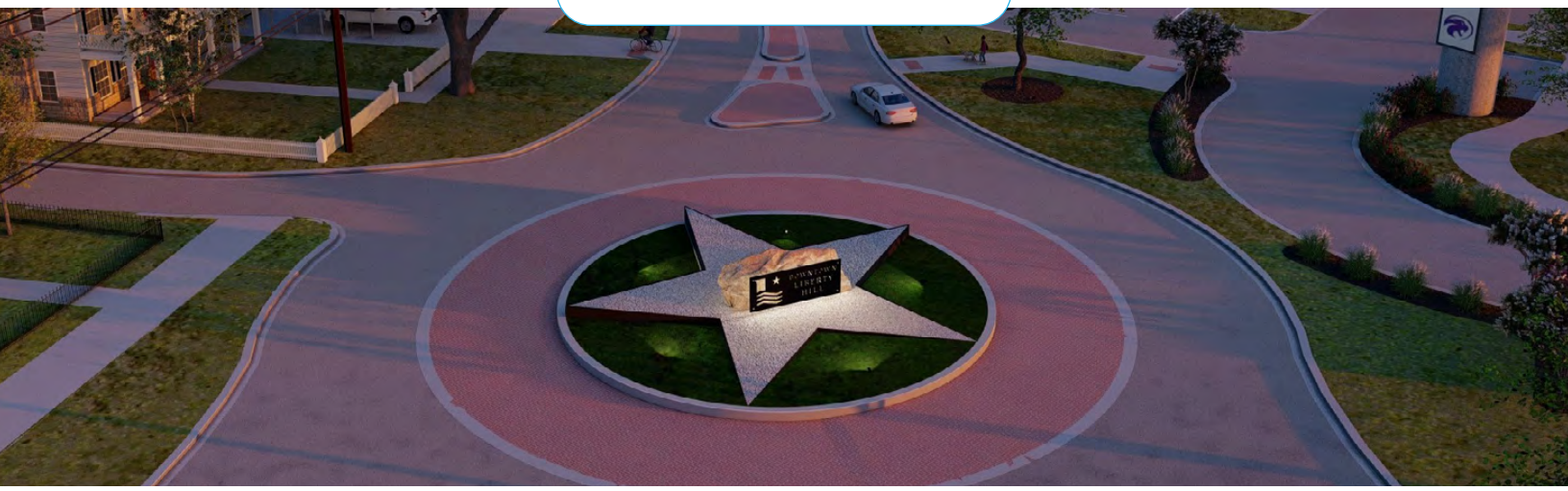


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Liberty Hill's opportunity is to become more prosperous while deepening the sense of place, belonging, and community that makes people want to call it home.

The Liberty Hill Strategic Plan 2030 sets a direction for a growing community determined to retain what makes it special. Informed by stakeholder interviews, two community surveys, a two-day Think-Tank, and numerous stakeholder and staff sessions, the plan organizes priorities into six connected Strategic Pillars. The central aspiration is to shape future growth so that it strengthens local character, expands local opportunity, and improves everyday life.

A SHARED DIRECTION DEFINED BY COMMUNITY INPUT

Extensive stakeholder input reinforced the emphasis on proactive growth leadership and enhancing a distinctive small-town character.

GUIDING GROWTH WHILE STRENGTHENING LIBERTY HILL'S IDENTITY

Residents value familiar faces, local businesses, schools, historic downtown, and Liberty Hill's Hill Country setting. Strong attachment to Liberty Hill sits alongside concern about how quickly it is changing. The plan connects growth stewardship with these valued qualities, seeking a future in which new development and regional opportunity strengthen the community's own identity.

PLANNING AND INFRASTRUCTURE AS THE FOUNDATIONS

The Strategic Pillars 'Plan for the Future' and 'Build Ahead of Growth' received the highest pillar importance ratings in Community Survey #2. Comments repeatedly called for development to be aligned with water, wastewater, roads, and community service capacity. Trees, waterways, open space, and dark skies also emerged as assets as Liberty Hill plans for its next stage of growth.

BUILDING CONNECTIONS AND A WELCOMING COMMUNITY

A growing population needs opportunities to become a connected community. Survey comments highlighted tensions between newcomers and longtime residents, alongside the unifying role of schools, events, and neighbors helping one another. The Strategic Pillar 'Grow Local Experiences' can make community building an explicit priority through welcoming activities, and shared projects that bring people together around common interests.

MORE REASONS TO LIVE, WORK, AND GATHER LOCALLY

Residents identified opportunities for independent businesses, varied dining, family activities, parks, recreation, and better local careers. Housing affordability and education pathways also matter as they influence whether young adults, working families, and seniors can remain part of Liberty Hill's future.

SIX CONNECTED PILLARS WITH A CALL FOR FOLLOW-THROUGH

The six Strategic Pillars create one coordinated framework. Survey comments called for existing plans, investment, and partnerships to work together, supported by clear responsibilities and visible progress.





In April 2026, the City of Liberty Hill began a comprehensive strategic planning process to develop the Liberty Hill Strategic Plan 2030. The process combined data analysis, stakeholder interviews, two community surveys, a two-day Think-Tank, leadership work sessions, and development of a strategic action framework to guide the community's future.

For a complete account of the Liberty Hill Strategic Planning process and reports, please view the website at www.LHTX2030.com

Liberty Hill's position within the expanding northern Austin region brings both opportunity and pressure. Throughout the planning process, participants connected questions about growth, water, transportation, and local services with a deeper aspiration to retain the small-town connections, 'Hill Country' landscape, historic downtown, and local experiences that make Liberty Hill feel like home. The planning work brought these perspectives together to identify shared priorities and a preferred future.

Community and stakeholder engagement provided a strong foundation for this work. These contributions brought together local experiences, concerns, and aspirations, exploring both what people value about Liberty Hill today and what they want it to become by 2030. The process considered economic opportunity, environmental stewardship, infrastructure, governance, and community well-being as connected elements of that future.

Conducted from April through October 2026, the planning process translated research and community input into a shared direction and framework for action. This report explains the findings, presents the preferred future, and outlines the strategic priorities that can help Liberty Hill achieve it. The next step is to connect that direction with existing plans, resources, and partnerships so that progress becomes visible in residents' everyday lives.

Liberty Hill 2030

CITY OF LIBERTY HILL, TEXAS STRATEGIC PLAN PROJECT

PHASE 1	PHASE 2	PHASE 3	PHASE 4
Initial Planning	Stakeholder Engagement	Plan Development	Final Plan
Design project and background research	Stakeholder involvement to build alignment	Analysis and synthesis of accumulated input	Finalize and present
April - May 2026	May - August 2026	August - Sept 2026	October 2026



The Liberty Hill strategic planning process explored how a growing community can shape its future while strengthening the character, relationships, and sense of place that make it distinctive.

The strategic planning work explored how Liberty Hill can deliberately shape future growth, so it creates local opportunity, strengthens community life, and enhances the community's distinctive character.

A strength of the process was the opportunity to build and test ideas across successive stages. The engagement process included stakeholder interviews, two community surveys, the two-day Think-Tank, and community and city staff meetings. These inputs provided detailed local perspectives with an exploration of future possibilities. Community Survey #1 received 390 responses and Community Survey #2 received 211 responses, providing substantial input at different stages of the work. The planning process included:

Understanding community experiences and emerging change. Interviews, Community Survey #1, and the Situational Analysis report explored current conditions, concerns, and aspirations. The findings revealed strong attachment to Liberty Hill alongside concern about the pace of growth and whether infrastructure and services could keep up.

Exploring plausible futures and finding shared direction. Approximately 25 participants attended the Think-Tank on July 17 and 18, 2026. They considered future trends, identified key drivers, and developed four scenarios. Participants unanimously preferred a future called 'Shaping Tomorrow; Honoring Today', which brings together intentional growth stewardship and a distinctive community identity. These results were also validated with two community workshop groups, and in the second community survey.

Translating emerging themes into Strategic Pillars. During August, there was discussion and synthesis with staff, Council and stakeholders that drew together survey findings, Think-Tank outcomes, and interviews to develop six connected pillars. These organized the recurring themes into a framework spanning planning, infrastructure, connectivity, downtown, local experiences, and collaborative leadership.

Testing priorities and developing practical ideas. Community Survey #2 invited respondents to rate the pillars and contribute ideas for each. The findings reinforced proactive growth leadership and small-town character, with planning and infrastructure receiving the highest pillar importance ratings. Written comments added practical suggestions and calls for coordination, transparency, and follow-through. This was supplemented with several staff workshops to explore and validate the proposed actions.







1.2 | ROLE AND PURPOSE OF THE STRATEGIC PLAN

The Strategic Plan highlights priority areas identified by the community which are in addition to the core functions that the City provides such as public safety, emergency services and essential infrastructure.

The Strategic Plan is one of the key planning documents for the City. It helps define the medium term (3-5 years) focus areas, priorities and key initiatives.

This Strategic Plan was driven by significant community and stakeholder input. It has identified important future-focused issues that the community sees as high priority in the 3–5-year timeframe. This plan will help the City accelerate work on important actions. The Strategic Plan will be used by the City to inform and connect other planning efforts and will help shape the immediate budget and operational plans. Implementing the plan may also require coordination and collaboration with other institutions.

Purpose: Establishes short-term Departmental plans, that reflect annual budgets and immediate priorities.

Departmental Plans & Budget
1 - 3 YEARS

Focus: Creates short-term DEPARTMENTAL PLANS AND BUDGETS for City Department operations and identifies SHORT-TERM PRIORITIES and INITIATIVES.

Purpose: Sets the medium-term priorities and focus areas, plus helps determine the speed and scale of actions.

Strategic Plan
3 - 5 YEARS

Focus: Identifies medium-term FOCUS AREAS, PRIORITIES and KEY INITIATIVES for the City, that will help fulfill the vision and long-term direction. Includes STRATEGIC OUTCOMES and CORE METRICS for implementation.

Purpose: Provides policy and investment focus for target areas, and key infrastructure and development items.

Small Area Plans and Capital Improvement Plans
5 - 10 YEARS

Focus: Provides long-term PLANNING AND POLICY DIRECTION on specific locations, and priorities for CAPITAL INVESTMENT in key areas.

Purpose: Lays out long-term land use and policy framework that guides development patterns and scale.

Comprehensive Master Plan
10 - 20 YEARS

Focus: Sets the overall LAND USE DESIGN and long-term community direction. This provides a foundation for the development trajectory and infrastructure in the City.



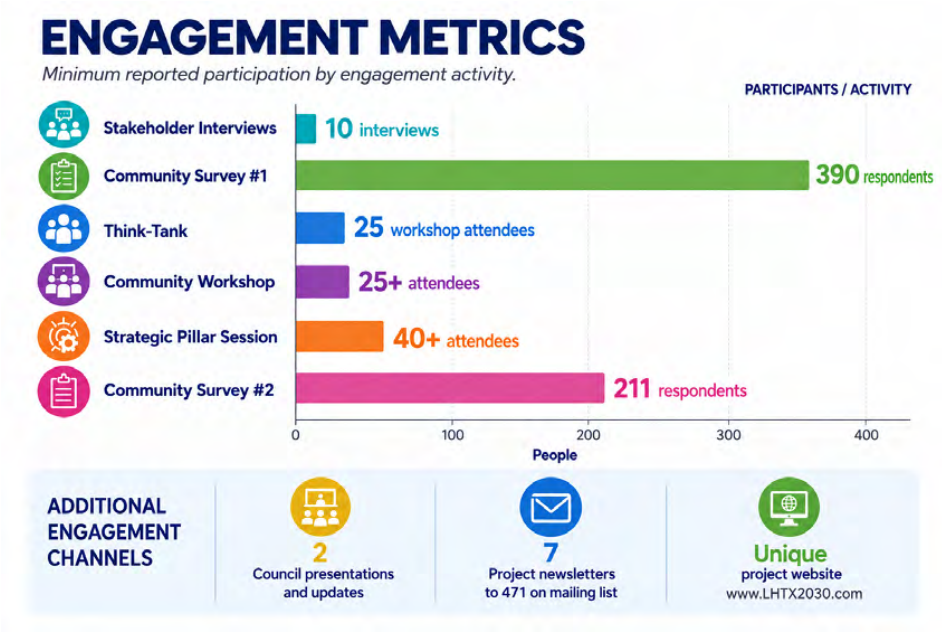




The Liberty Hill Strategic Plan 2030 process was built on extensive community and stakeholder input. This engagement was an integral and central design feature of the planning process.

The Liberty Hill Strategic Plan was shaped through a broad, inclusive, and transparent engagement process with the Liberty Hill community and City staff.

The engagement approach explored future vision and direction and created a high-level roadmap. It was characterized by a bottom-up approach that focused on community and then City staff input. Stakeholder engagement aimed for deep and diverse engagement, with multiple methods of engagement. These engagement opportunities were also supported by a robust communication effort, with a dedicated project website portal, regular e-newsletters and social media posts.







Data Insights

- In total, over 500 people have had input into this planning process.
- This included resident, stakeholder and staff input in both online surveys and in-person sessions.
- People were able to provide input in a variety of ways, including online surveys, workshops, interviews, Think-Tank sessions and the Strategic Pillars workshop sessions.

A key element of the strategic planning process was community and stakeholder engagement.

The engagement process was intended to create consensus and buy-in for the community vision that serves as the foundational support for the Liberty Hill Strategic Plan.

Liberty Hill's strategic planning process was built with the time and dedication of the many community and staff members who contributed to this project's success.

Key Stakeholder interviews
May 2026

Community Survey #1
July 2026

Community Update Newsletters
June – September 2026

Think-Tank Workshops and Community Sessions
July / August 2026

Community Survey #2
September 2026

Final Report Presentation
October 2026

Strategic Plan
October 2026









2.2 | LIBERTY HILL COMMUNITY SURVEY #1

Community Survey #1 revealed strong attachment and affinity to Liberty Hill, as well as concern about how growth is changing the community.

Liberty Hill Community Survey #1 gathered input from 390 respondents and remained open through July 17, 2026. The survey provided an early foundation for the Liberty Hill strategic planning process.

The survey offered community members an opportunity to share their experiences of living and working in Liberty Hill and their aspirations for its future. Conducted ahead of the Think-Tank, it combined rating questions and open-ended responses to explore what people value, where they see challenges, and which opportunities deserve attention. Topics included:



- Satisfaction with living and working in Liberty Hill
- Community direction, identity, and dynamics
- Ability to adapt to change and create new opportunities
- Economic development, employment, and housing
- Community amenities, recreation, and educational opportunities

The responses provided insight into both newer and longer-established community perspectives. There was stronger representation from adults aged 30–59 and limited participation from people under 30. Survey results can be viewed on the LHTX2030 project website.

Key Insights from the Community Survey #1:

- **Strong community attachment sits alongside concern about the future.** Of those rating their happiness, 75.1% were positive about living or working in Liberty Hill. However, 46.1% of respondents to the community-direction question were concerned, compared with 40.5% who were excited. Friendliness, community relationships, and small-town character were recurring sources of pride.
- **Growth needs to be matched by infrastructure and readiness.** Traffic and congestion featured prominently in comments about current frustrations, while growth, roads, and water were recurring future concerns. Among those rating Liberty Hill's readiness to adapt to change, 53.7% gave negative ratings and 24.1% positive ratings, highlighting a need to build confidence in planning and delivery.
- **Residents want more opportunities to live, work, and gather locally.** Written responses highlighted the desire for more parks, trails, recreation facilities, family activities, varied dining, and locally owned businesses.
- **Community connection requires deliberate attention.** Perceptions of unity were closely divided, with 37.4% rating the community positively for unity and 36.4% negatively. Comments identified tensions around growth and between newcomers and longtime residents, while schools, sports, events, and neighbors helping one another provided foundations for stronger connections.



2.3 | FUTURE THINK-TANK AND COMMUNITY VISIONING

The Think-Tank scenarios became a testing ground for stakeholder discussion, helping explore the consequences of different future directions.

The Liberty Hill Future Think-Tank, held in July 2026, was a central part of the in-person engagement process. It brought stakeholders and community members together to explore the forces shaping Liberty Hill and identify a shared direction for its future.

Approximately 25 people attended the two-day scenario-planning Think-Tank on July 17 and 18, 2026, including business, education, government, and nonprofit stakeholders and community members. Participants considered how global trends and local conditions could influence Liberty Hill, drawing on community survey findings and their own experiences of the city's growth and change. Working in small groups, participants developed four plausible futures for Liberty Hill, looking out to 2040. The scenarios explored different approaches to development stewardship and community identity, and the implications on topics like infrastructure, local opportunities, community character, and quality of life. Participants then considered their least desired, expected, and preferred futures through a heatmap exercise. The scenarios provided a shared framework for further engagement, with two subsequent community workshops exploring the scenarios. The findings from the Think-Tank workshop can be reviewed in the Liberty Hill Think-Tank Report.

Key Insights from the Think-Tank:

- **Managing growth while strengthening community identity.** The process identified two central choices: How Liberty Hill guides future development, and how it maintains its distinctive character as the region grows. Participants explored the opportunity to benefit from regional investment while protecting small-town qualities, strengthening local connections, and planning infrastructure and services ahead of demand.
- **Strong alignment around a preferred future.** Think-Tank participants unanimously preferred Scenario B, 'Shaping Tomorrow; Honoring Today'. This future combines intentional growth stewardship with the retention of a distinctive community identity. The heatmap survey explored preferred, expected and least desired futures, with findings showing an appetite for shaping change and capturing the benefits of regional growth while remaining anchored to Liberty Hill's values and character.
- **Turning a shared vision into coordinated action.** Participants recognized that the preferred future would require a deliberate shift from the city's expected trajectory. Collaboration, consistent communication, and strong leadership were identified as essential. The discussion emphasized the need to act now, build shared ownership, and connect long-term aspirations with practical decisions and investment priorities.



2.4 | STRATEGIC PILLAR DEVELOPMENT

The Strategic Pillars connect community input with the preferred future, creating a shared framework for organizing priorities, developing actions, and guiding Liberty Hill's next stage of growth.

The Strategic Pillars were developed during August 2026 through discussion and synthesis of community survey findings, Think-Tank outcomes, and stakeholder interviews. This step translated the emerging vision for Liberty Hill into six connected areas of focus for the Strategic Plan.

The process brought together perspectives on current conditions, the forces shaping Liberty Hill's future, and the community's aspirations for change. Community Survey #1 and stakeholder interviews provided insight into local experiences, concerns, and opportunities. The Think-Tank's preferred future, 'Shaping Tomorrow; Honoring Today', provided a strategic direction centered on intentional growth stewardship and a distinctive community identity.

Discussion focused on the recurring themes across these inputs and how they could form a practical framework for action. The six pillars connect planning and infrastructure with mobility, downtown, local experiences, and collaborative leadership. They subsequently provided the structure for Community Survey #2, which invited further input on their importance and ideas for implementation.

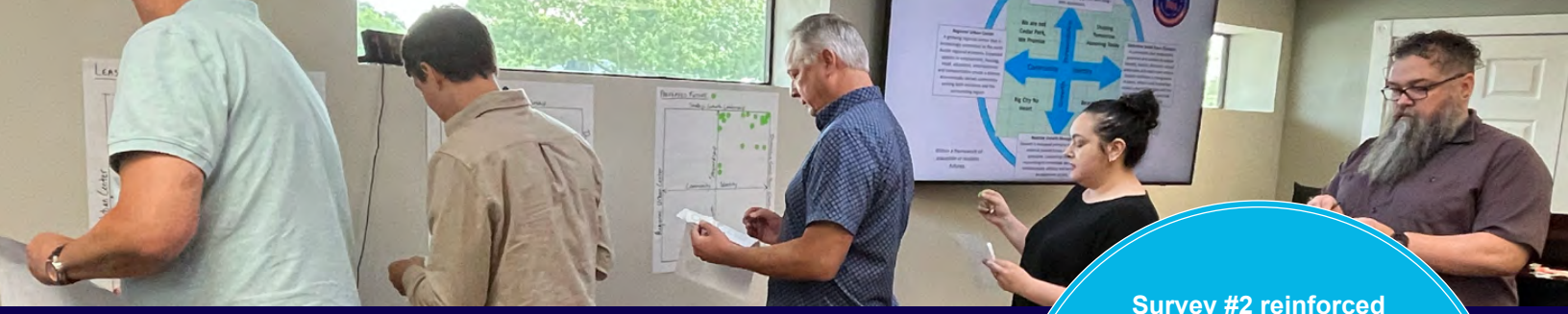


The six Strategic Pillars were identified as:

- Plan for the Future
- Build Ahead of Growth
- Connect Liberty Hill
- Transform Downtown
- Grow Local Experiences
- Lead Together

Key Insights from Strategic Pillar Development Sessions

- **Growth stewardship and community identity form a common foundation.** Across the source material, a central challenge was how to accommodate change while strengthening the qualities that make Liberty Hill distinctive. The pillars connect the need for forward planning with protection of local character, natural resources, and community relationships.
- **The priorities need to work together.** Land use influences infrastructure demand; mobility affects access to businesses and community spaces; and downtown and local experiences help sustain identity. The six pillars provide complementary areas of focus, with decisions under one pillar affecting outcomes under others.
- **A shared direction needs practical delivery.** The synthesis highlighted the importance of collaboration, communication, and follow-through. The pillar framework creates a basis for developing actions, clarifying responsibilities, and aligning investment with community priorities, supported by further engagement and refinement.



2.5 | LIBERTY HILL COMMUNITY SURVEY #2

Survey #2 reinforced a desire to shape growth deliberately while protecting Liberty Hill's distinctive character. Community comments translated this direction into practical priorities for infrastructure, connections, local experiences, and accountable leadership.

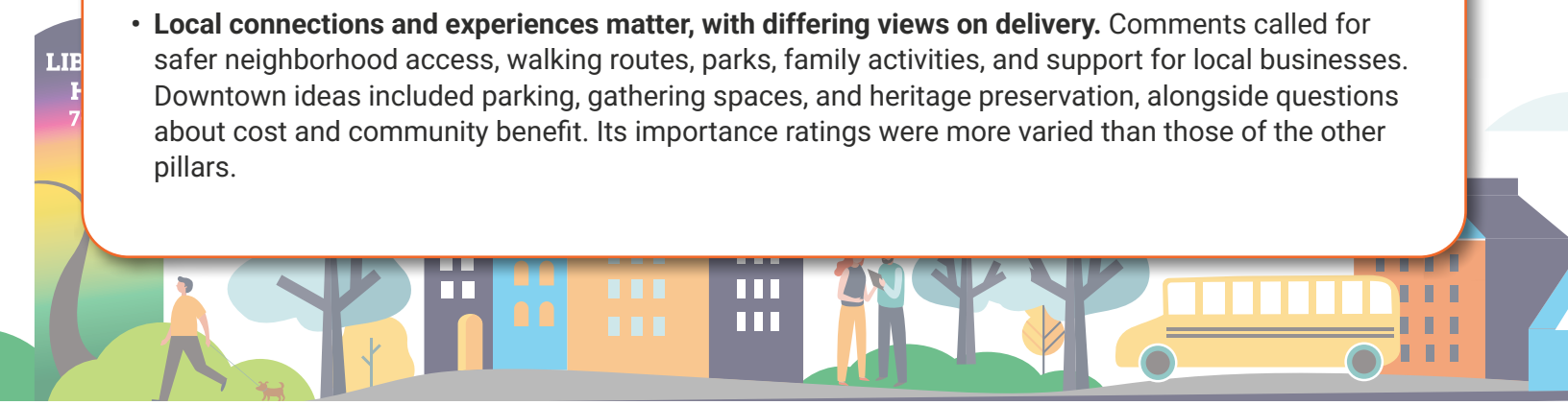
Liberty Hill Community Survey #2 received 211 responses and invited community members to help develop the strategic pillars for the Liberty Hill Strategic Plan 2030. It connected the emerging future vision with practical ideas for action.

Building on the Think-Tank and earlier engagement, the survey explored the community identity and growth stewardship approaches respondents wanted Liberty Hill to pursue. Rating questions tested the importance of the six draft pillars, while open-ended questions invited ideas, concerns, and suggestions for implementation. Topics included:

- Importance of possible future approaches
- What makes Liberty Hill unique
- Ideas for each of the six draft strategic pillars
- The importance of the pillars and additional priorities for the plan

Key Insights from Community Survey #2

- **Proactive growth leadership and distinctive character are shared priorities.** On the 10-point scale, 82.0% rated their preferred growth approach at 8–10 toward strategic growth leadership (178 ratings), while 63.9% rated community identity at 8–10 toward preserving and enhancing distinctive small-town character (183 ratings). These findings reinforce the direction of the Think-Tank's preferred future.
- **Planning and infrastructure lead the pillar priorities.** The 'Plan for the Future' pillar received importance ratings of 8–10 from 81.9% of respondents, followed by 'Build Ahead of Growth' at 76.1% (138 ratings each). Written comments emphasized aligning development with water, wastewater, roads, and service capacity, alongside stewardship of natural resources.
- **Local connections and experiences matter, with differing views on delivery.** Comments called for safer neighborhood access, walking routes, parks, family activities, and support for local businesses. Downtown ideas included parking, gathering spaces, and heritage preservation, alongside questions about cost and community benefit. Its importance ratings were more varied than those of the other pillars.



During the Liberty Hill Think-Tank, four different scenarios of the future were created.

The scenario development at the Think-Tank allowed stakeholders to examine the implications and consequences of different plausible future directions for Liberty Hill looking out to 2040.

The scenarios were created using the scenario matrix framework that was built around the two 'future-splitting' themes of Community Identity and Growth Stewardship. An in-depth scenario planning process held over two days enabled the development of four potential future scenarios. The scenarios developed during the scenario planning process at the Think-Tank were used as a framework to discuss future possible outcomes and implications for Liberty Hill in 2030. For more details you can visit the project website to learn about the Liberty Hill Think-Tank.

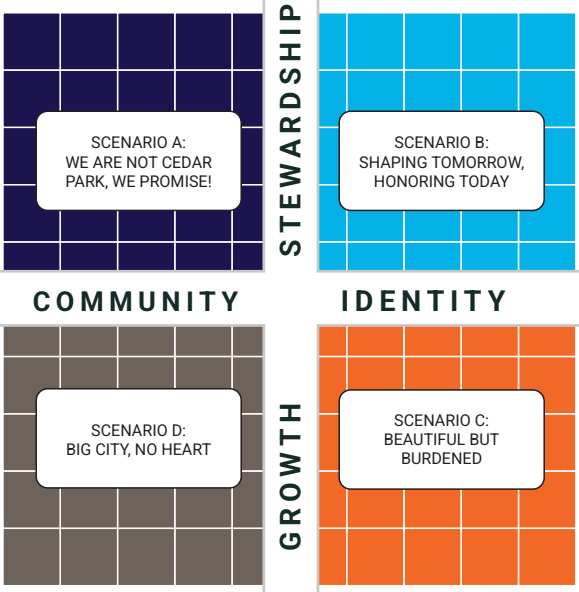


STRATEGIC GROWTH LEADERSHIP

Growth is proactively anticipated and guided through visionary leadership, coordinated planning, strategic infrastructure investment and strong partnerships. The community intentionally shapes where and how development occurs, aligning growth with long-term aspirations.

REGIONAL URBAN CENTER

A growing regional center that is increasingly connected to the north Austin regional economy. Expanded options in employment, housing, retail, education, entertainment and transportation create a diverse, economically vibrant community serving both residents and the surrounding region.



DISTINCTIVE SMALL-TOWN CHARACTER

A community that deliberately preserves and evolves its unique identity, historic character, natural landscapes and small-town culture. Growth reinforces a strong sense of place, vibrant local businesses, valued natural landscapes and the welcoming community spirit that makes Liberty Hill unique.



REACTIVE GROWTH MANAGEMENT

Growth is managed primarily in response to external market forces and regional pressures. Leadership focuses on responding to immediate demands for infrastructure, utilities and services as development occurs.



3.1 | IDENTIFYING AND VALIDATING THE PREFERRED FUTURE

The scenarios allowed community members to examine the implications and consequences of different plausible future directions for Liberty Hill, against a backdrop of macro trends and key drivers impacting the city's future.

The scenario framework was used in multiple ways to explore the concept of the least desirable, expected and preferred futures.

With the identification of the four plausible futures for Liberty Hill, Think-Tank and Community Visioning Session participants were asked to plot their least desirable, expected, and preferred futures for Liberty Hill in 2040 using a 100-grid diagram. The expected future was where they thought Liberty Hill would end up in 2040 on its current trajectory. The results from each participant formed heatmaps that showed the preferences by color coding and the size of each bubble denoting how many people chose each section of the matrix. This data can be viewed on the project website, where you can explore the heatmap survey results.



Type of Future
- Expected Future
- Least Desired Future
- Preferred Future





Data Insights:

- The preferred future falls primarily within the Scenario B - Shaping Tomorrow; Honoring Today.
- The bottom-left side of this quadrant had the most responses regarding this being the least desirable future for Liberty Hill in 2040. This is Scenario D – Big City, No Heart.
- The heatmaps show combined data collected from community members and stakeholders that attended the Liberty Hill Think-Tank as well as the two follow-up community stakeholder sessions.

3.2 | THE PREFERRED FUTURE: SHAPING TOMORROW; HONORING TODAY

The data on the preferred future was strongly validated and reinforced in Community Survey #2, where respondents indicated similar choices on the two scenario axes.

The preferred future generated from the work carried out in the Liberty Hill Think-Tank was Scenario B – Shaping Tomorrow; Honoring Today. This scenario represents a future where Liberty Hill intentionally guides growth through long-term planning and community stewardship. Development reinforces the city's unique identity while creating new opportunities for residents, businesses and visitors.

In this future, Liberty Hill becomes a model for how rapidly growing communities can successfully balance growth with preservation of community character. Rather than allowing development to dictate the future, the city takes a deliberate, long-term approach that places community values, quality of life and responsible stewardship at the center of every major decision. Growth continues, but it is carefully managed to ensure new investment enhances rather than diminishes what makes Liberty Hill unique. Downtown remains the cultural and civic heart of the community, supported by walkable neighborhoods, parks, local businesses and public gathering spaces that encourage connection across generations. New housing provides options for young families, seniors and local workers while maintaining architectural character that reflects the city's heritage. Investments in schools, public spaces, community services and local businesses create a vibrant, resilient economy that supports residents throughout every stage of life.

SCENARIO SNAPSHOT – FUTURE IMPLICATIONS

- Growth is carefully managed to preserve Liberty Hill's unique identity and community character.
- Walkable neighborhoods, vibrant public spaces and local businesses strengthen quality of life.
- Diverse housing and employment opportunities support residents at every stage of life.
- Parks, green spaces and community amenities remain central to future development.
- Strong civic leadership and community engagement guide long-term planning





Shaped by community input and refined through the planning process, the six Strategic Pillars connect residents' priorities with practical actions to achieve Liberty Hill's preferred future.

The Liberty Hill Strategic Plan translates the preferred future, Shaping Tomorrow; Honoring Today, into six Strategic Pillars.

Each pillar is supported by actions intended to deliver practical improvements while strengthening Liberty Hill's long-term capacity to manage growth. Together, they link land-use decisions with infrastructure investment, support local businesses and community spaces, and establish the partnerships needed for implementation. The framework responds to residents' desire for visible progress while protecting the character and relationships they value. The pillars and actions provide a shared basis for setting priorities, aligning budgets and coordinating work among City Council, staff and delivery partners. In some cases, implementation will require collaboration and coordination with other local and State institutions and agencies. Progress should be reviewed regularly as community needs, resources and growth pressures evolve.



Pillar 1
Plan for the Future

Objective: Create a smart-growth approach to land use, policy and community services

Importance for Liberty Hill

Rapid growth is changing Liberty Hill's landscape, service needs and sense of identity. The 'Plan for the Future' pillar provides the framework for deciding where and how Liberty Hill grows. It helps explore where development belongs, how it will be supported and what qualities the community intends to retain. Land use, housing, infrastructure and community services need to be considered together because decisions in one area create lasting demands in the others. This pillar establishes the direction for the other five pillars and gives the community a basis for evaluating whether individual investments contribute to that shared future.

Resident perspective

The 'Plan for the Future' pillar received the highest importance rating in Community Survey #2: 8.8 out of 10, with 82% of valid ratings between 8 and 10. Comments call for development to follow infrastructure readiness, protection of natural land and a stronger voice for residents affected by growth. Some favor a much slower pace of development; others emphasize the need for housing choice, workable regulations and collaboration with businesses.

Survey #1 reinforces this tension. Respondents value friendly neighbors, small-town character and rural surroundings, while raising concerns about traffic, water and the pace of change.

Future Insights:

- **Metropolitan growth.** Texas communities on metropolitan edges are absorbing rapid population growth. Liberty Hill's opportunity is to establish its desired development pattern before individual projects determine future service needs and community character.
- **More complete neighborhoods.** U.S. urban planning increasingly connects housing choice with nearby services and walkable places. For Liberty Hill, a broader mix of appropriately located homes could support residents through different life stages and reduce travel burdens.
- **The long-term cost of growth.** Development patterns shape infrastructure and maintenance obligations for decades. Using existing capacity efficiently and coordinating new investment can help Liberty Hill balance expansion with affordability and reliable services.
- **Think-Tank drivers.** Fast population growth, development policy and future land use were identified as key drivers. Together, they reinforce the need to connect development decisions with capacity and the community's preferred identity.



Pillar 1
Plan for the Future

These actions aim to help anticipate and guide growth through coordinated land use, policy and community services.

Adopt a growth capacity and sequencing framework

Evaluate proposed development against verified water, wastewater, drainage, road and emergency-service capacity, alongside school, park and community-service needs. Distinguish existing capacity and committed demand from funded improvements and contingent projects, and identify responses if delivery slips. Align development timing with infrastructure readiness through the planning and service tools available to the City and its partners. This framework would make growth decisions more predictable and help protect residents from service shortfalls.

Plan connected neighborhoods with housing and services for different life stages

Stakeholders have suggested an update to the Future Land Use Plan, to help connect homes with employment, schools, parks and everyday services, provide multiple neighborhood access routes and preserve rural transitions. This work naturally fits into the Comprehensive Master Planning work and the Unified Development Code (UDC) rewrite that is currently underway. It can help assess where starter homes, smaller homes and other housing choices can fit local character and infrastructure capacity. This action would help people remain part of Liberty Hill while reducing isolated development and unnecessary travel.

Translate Liberty Hill character into practical development standards

Stakeholders have identified that retaining the character of the community is very important. They have expressed a desire to define clear, context-sensitive expectations for building design, signage, lighting, mature trees, native landscaping, open space and transitions between uses, including the appearance of major commercial corridors. The current rewrite of the UDC can help carry out this action.

Publish an annual Growth and Quality of Life Scorecard

During the engagement work, people talked about ideas like establishing baseline measures and targets for infrastructure readiness, housing choices, access to services, preserved land and community satisfaction. Liberty Hill currently has an implementation dashboard for the Comprehensive Plan, which could be expanded to cover new items that reflect the Strategic Plan. This would give residents a practical way to judge how implementation and investments are improving daily life.

Bold idea: A Liberty Hill demonstration neighborhood

Invite a development partner to demonstrate how attainable homes, local services, connected streets and protected natural space can work together on one suitable site. Tie the concept to verified infrastructure capacity and measurable design outcomes.





IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 1
Plan for the Future

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

City needs a more comprehensive master plan thinking

If proper planning starts now Liberty Hill has the potential to be the one of the best cities in the Austin MSA to live in

Locals and long timers don't want growth, but it's coming. We need a good plan and not to be another growing community that grows before infrastructure is in place to handle the growth

Housing that supports young families/professionals

Entry-level housing, anything innovative that keeps prices down

The growth is higher end housing. Be careful not to price out our neighbors

"Smart growth should mean more than simply accommodating population growth. It should mean intentionally planning for the kind of community we want to become (not who we were). "

- Community Survey Respondent

Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Build a community center that includes spaces for different gatherings and events

Comprehensive Planning and limited deviation from zoning regulations. Community services funding cannot take a backseat to infrastructure

Identify how we communicate these steps and processes to meet or exceed expectations.

Build a community center that includes spaces for different gatherings and events

Work with developers to create a future together - making sure the water and wastewater are ahead of the growth to minimize the impact on current residents

Grow slowly. Ensure infrastructure such as water and electricity are readily available

Diverse housing options are crucial to local growth and employee supply for local businesses. People don't like apartments but they're important. So a master plan and zoning is important

Family gathering space, purchase/ set aside parkland before all you're left with is pocket parks, identify connector corridors to connect with other trail systems in neighboring jurisdictions

Growth of parks, planning for schools, keeping the west side country

Larger communities definitely need to have multiple ways into their neighborhoods for emergency and additional school traffic

Try to move development of business west of CR 200. Make sure you can provide the utilities and services to meet the needs of current and future residents

"Growth is coming, so we need to be intentional about how we manage it. It should be thoughtful and balanced, with roads, parks, public safety and other services keeping pace with the people and businesses coming here. "

- Community Survey Respondent

Emphasis needed on increasing green space before it is gone

Try to move development of business west of CR 200. Make sure you can provide the utilities and services to meet the needs of current and future residents

New housing provides options for young families, seniors and local workers while maintaining architectural character that reflects the city's heritage

Rather than allowing development to dictate the future, the city takes a deliberate, long-term approach that places community values, quality of life and responsible stewardship at the center of every major decision

Pillar 2
Build Ahead of Growth

Objective: Lead in sustainable infrastructure, water innovation and natural-resource management

Importance for Liberty Hill

Reliable infrastructure determines whether Liberty Hill can accommodate growth while sustaining the quality of life of existing residents. The 'Build Ahead of Growth' pillar focuses on getting the infrastructure and services in place to support future growth. It connects water, wastewater, drainage, utilities and emergency readiness with the timing and location of development. It also recognizes natural resources as assets that support the community's long-term capacity and identity. The Think-Tank identified current water and power constraints among the most consequential drivers of development stewardship. Participants also highlighted environmental impacts, emergency preparedness and the tax base needed to support growing costs. This pillar makes the preferred future achievable, by ensuring the city can support local businesses, new housing, downtown investment and community amenities.

Resident perspective

Community Survey #2 rated this pillar 8.4 out of 10, second highest, with 76% of valid ratings between 8 and 10. Written responses repeatedly connect water availability and wastewater capacity to the pace of construction. Residents want understandable information about existing capacity, committed demand, planned improvements and what happens if projects are delayed. Some respondents welcome water innovation and regional infrastructure investment; others question costs, reliability and whether development is moving too quickly. Survey #1 also identifies water and traffic as prominent future concerns.

Future Insights:

- **Water as a growth constraint.** Texas water planning anticipates rising demand alongside pressure on existing supplies. Liberty Hill's future capacity will depend on combining dependable supply, conservation and reuse with realistic development assumptions.
- **Heat and the built environment.** Pavement and buildings intensify urban heat. In the Texas climate, preserving trees and incorporating shade and water-sensitive landscapes can make growing neighborhoods more comfortable and resilient.
- **Infrastructure delivery capacity.** U.S. cities face competing infrastructure demands and funding challenges. Liberty Hill will need to consider staffing, operating costs and maintenance alongside construction so new systems remain dependable over their lifetime.



Pillar 2
Build Ahead of Growth

These actions aim to help deliver sustainable infrastructure, water systems and natural resources to meet growth pressures.

Implement an integrated ten-year infrastructure and service plan

There is an opportunity to build on the current Water and Wastewater master plans, capital projects and other planning already underway. The goal should be to bring this work into one coordinated schedule, covering water, wastewater, drainage, roads, utility providers, emergency services and community facilities in one prioritized capital program. Planning for both existing obligations and future demand would reduce the risk of disconnected investments and give a more reliable basis for building ahead of growth.



Deliver a diversified water security and conservation strategy

There is significant effort underway with the Water Master Plan and Pure Water LHTX work. This work will help identify what needs to move forward through 2030 and any remaining conservation or backup needs. This work can also help compare technologies on reliability, water quality, cost and operating requirements before committing to expansion. There is opportunity to work with developers, businesses, homeowners and neighborhood associations on irrigation efficiency, native landscaping and appropriate rainwater capture. This would respond to immediate water concerns while preparing for greater demand and periods of scarcity.

Establish a transparent and financially sustainable approach to growth costs

Review available impact fees, connection charges, development agreements and partner contributions to identify appropriate ways for new demand to contribute to infrastructure costs. Assess each major investment over its full life, including maintenance, replacement, staffing and potential effects on household bills. Clearly distinguish funded projects from those dependent on future revenues or agreements. This would help balance readiness with financial discipline and reduce the risk that existing residents bear a disproportionate share of growth-related costs.

Protect natural systems and strengthen emergency resilience

Identify priority waterways, San Gabriel watershed areas, drainage corridors, flood-prone land, mature trees and connected open space. Combine appropriate development standards, conservation partnerships and land protection with practical stormwater management and water-quality monitoring. Include dark-sky lighting and coordinate with emergency and utility providers on evacuation access and service continuity. Protecting these assets before they are fragmented would help manage runoff, preserve the landscape and strengthen the community's ability to cope with disruption.



Bold idea: Create a 'water resilient neighborhood' pilot

Partner with a willing neighborhood and utility provider to combine leak detection, native landscaping, rainwater capture and appropriate non-potable reuse in one monitored pilot. This would make water innovation tangible and test how Liberty Hill can accommodate future needs while reducing demand on scarce resources.

IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 2
Build Ahead of Growth

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

Match the rate of infrastructure growth to population

I don't like seeing growth come at the expense of our trees, dark skies, wildlife, water resources, and small-town character

Infrastructure - allowing so many new subdivisions, fast food restaurants and apartments without resources (water, roadways, power etc.) to support the growth

Downtown revitalization, dark skies certification, and advanced water purification to ensure sustainability

More parks and aquatic activities. Parks should have tons of trees and play areas for kids should always be covered for our brutal summers

"I think we have to be careful on managing the risks and how we will pay for it if we step out too far too soon? "

- Community Survey Respondent

Prioritize preserving our water and electricity over growth

Incentives to the households to conserve our natural resources. Having HOAs not requiring lawns but allowing more native plants and xeriscaping more optional.

Invest in water, roads and essential services before development outpaces them. Protect natural resources through sustainable design, responsible lighting and infrastructure that supports growth without sacrificing quality of life

Infrastructure is the key to keeping ahead of the curve whether it is streets and/or water innovation or even natural resource management

Stick to the Master Plans and take action

Put policy in place for all residents and businesses to have low use water and educate on what you can flush in the sewer system

Development of roads, water, waste water and infrastructure are readily available

Grow smart. Promote locally owned. Make sure water is secured and not dependent on other communities

I think focus should remain on water innovation and also better strategic planning and resources for natural disasters

I think we are already behind on this. I'm not sure if there is a way we can get ahead without a significant amount of financing

"I think getting ahead of growth pressures needs to be the central focus of this pillar. Liberty Hill should be planning infrastructure and water capacity before development occurs, not trying to catch up after the growth has already happened. "

- Community Survey Respondent

Water availability and quality is a huge issue and will continue to be moving toward 2030 and beyond. What technology is available or in development that might help mitigate this challenge

Native landscaping, tree preservation and water-sensitive design are integrated into new development throughout the city

Growth is carefully balanced with environmental stewardship, preserving the Hill Country landscape that defines Liberty Hill's identity

Parks, trails, greenways and open spaces form an interconnected network that enhances recreation and community wellbeing

Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Pillar 3
Connect
Liberty Hill

Objective: Advance regional mobility and internal connectivity

Importance for Liberty Hill

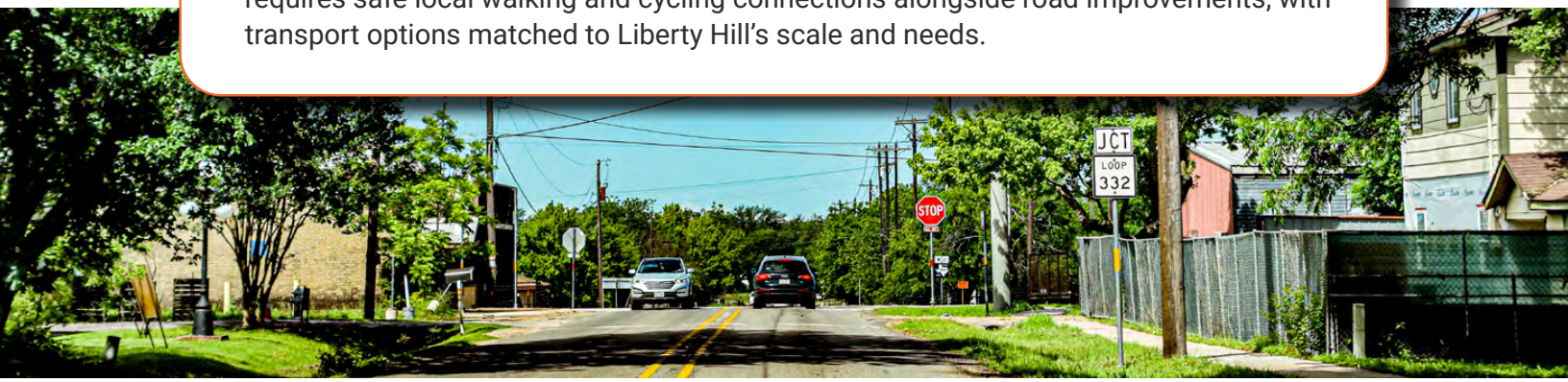
Connectivity shapes how residents experience Liberty Hill every day. Safe and reliable journeys determine access to schools, employment, businesses, parks and community life. As development spreads, disconnected neighborhoods and dependence on a few major routes can leave residents physically close to destinations but unable to reach them conveniently. The 'Connect Liberty Hill' pillar addresses both regional movement and everyday local access. The Think-Tank identified car dependence as a key future driver and envisioned walkable neighborhoods, connected green spaces and local employment in the preferred future. This pillar links the wider growth strategy to tangible improvements in safety, travel reliability and the ability to participate in community life.

Resident perspective

Community Survey #2 rated this pillar 7.6 out of 10, with 63% of valid ratings between 8 and 10. Comments describe Highway 29 congestion, school traffic, difficult neighborhood access and disruption when crashes block key routes. Respondents seek alternate routes, intersection improvements and better coordination between the agencies responsible for roads. Residents also ask for continuous sidewalks, safe crossings and connections between neighborhoods, downtown, schools and parks. Some favor transit links or smaller transport services, including access to medical appointments; others question the value or suitability of larger transit systems. Survey #1 identifies traffic and congestion as a prominent source of dissatisfaction. These perspectives support a practical mix of immediate safety improvements and longer-term network planning, with transport options tested against local needs.

Future Insights:

- **Growth across boundaries.** Texas metropolitan expansion connects more communities through daily travel. Liberty Hill's mobility will increasingly depend on coordinated regional corridors and local street connections that distribute trips more effectively.
- **Shorter everyday journeys.** Walkable, mixed-use neighborhoods offer an alternative to driving for every errand. Connecting homes with schools, parks and services could improve convenience and independence for Liberty Hill residents who cannot drive.
- **Changing travel routines.** Home-based work remained well above pre-pandemic levels in the Census Bureau's 2023 data. Liberty Hill should plan for varied daily travel needs while maintaining reliable connections for residents whose jobs require commuting.
- **Think-Tank drivers.** Car dependence was identified as a key driver. Addressing it requires safe local walking and cycling connections alongside road improvements, with transport options matched to Liberty Hill's scale and needs.



Pillar 3
Connect Liberty Hill

These actions aim to improve regional mobility and internal connections so people can reach destinations safely and reliably.

Launch a focused congestion and road safety program

Use traffic, crash and resident-reported information to prioritize signal timing, turn lanes, neighborhood entrances, school crossings and bottlenecks along Highway 29, CR 214, CR 200, FM 1869 and other heavily used routes. Coordinate proposed changes with the responsible road agencies and schools, including construction timing and incident management. Publish a short delivery list and track safety and travel reliability. This would address immediate daily frustrations while establishing a process for responding to changing travel patterns as Liberty Hill grows.

Create a regional and local road connectivity roadmap

The work on the new Mobility Master Plan will be an important tool to address this action area. Stakeholders have suggested working with Williamson County, TxDOT, schools and developers to coordinate corridor improvements, alternate east–west and north–south routes, secondary street connections and emergency access. This could also evaluate connections such as CR 214 toward US 183 and potential bypass routes through engineering, cost, property and environmental assessment. A shared roadmap would give Liberty Hill a stronger voice in regional decisions and reduce dependence on a few congested roads, while considering rural character and the effects on existing landowners.

Build a continuous and accessible walking and biking network

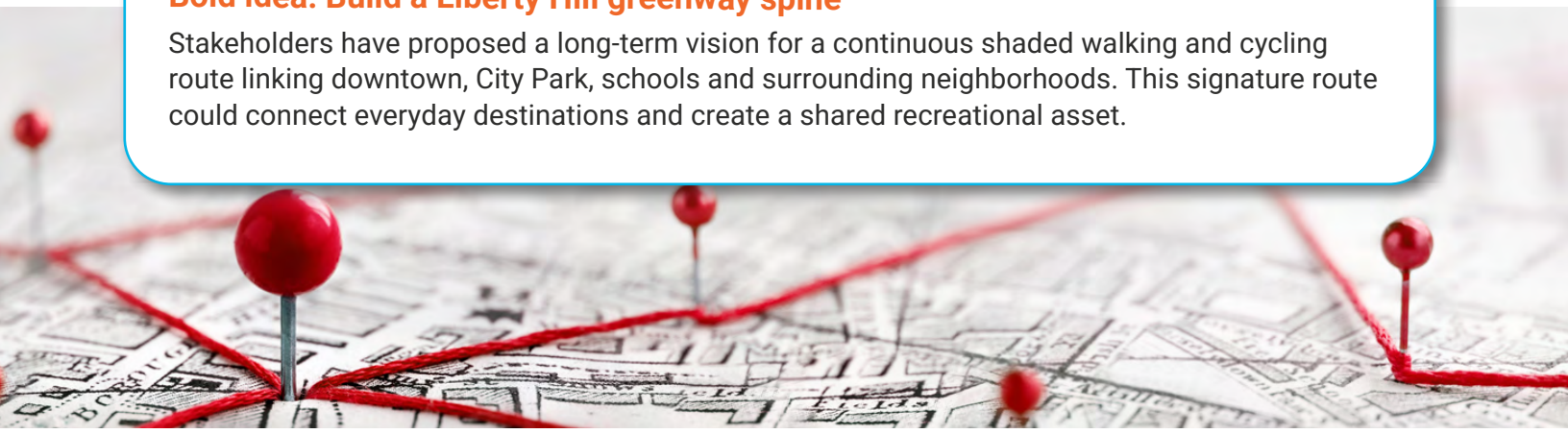
The new Mobility Master Plan process can coordinate walking and biking priorities with the Parks & Recreation Master Plan. These plans will help prioritize missing links between neighborhoods, schools, downtown, City Park, the library, recreation facilities and commercial destinations. Best practice would combine sidewalks and trails with safe crossings, shade, seating and routes usable by people with mobility limitations. Coordinate connections with development and road projects so individual improvements form a functioning network, including evaluation of the downtown-to-City Park link.

Test practical transport services for unmet local needs

Assess demand and operating costs for on-demand trips, a local circulator and connections to regional services such as the Leander transit station. Start with a limited pilot only where partners, funding and demand support it, and measure use and cost. This would expand access while respecting mixed survey views on larger transit investments and avoiding unsupported long-term commitments.

Bold idea: Build a Liberty Hill greenway spine

Stakeholders have proposed a long-term vision for a continuous shaded walking and cycling route linking downtown, City Park, schools and surrounding neighborhoods. This signature route could connect everyday destinations and create a shared recreational asset.



IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 3
Connect Liberty Hill

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

I'd like more shopping centers, more sidewalks

Not enough attention towards mobility around town. Namely, lack of sidewalks and drainage

Spend our money wisely on sidewalks, roads, and drainage. We need to improve mobility within the city

Second spaces, rentable offices, community water features with shade like Barton, pipe dream but rail or bus, bike lanes. It's only drivable here. And that excludes a lot of people

Walkable community spaces that are not right off of a major highway

"Regional mobility and internal connectivity should be planned with the full diversity of our community in mind. Not everyone experiences transportation needs in the same way, and a successful mobility system should work for people who drive, walk, bike, use public transportation, are older or have disabilities, or rely on others for transportation."

- Community Survey Respondent

Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Bike paths, sidewalks along 29, quality public spaces to BBQ, enjoy the day at a city park

Jobs that pay a living wage, jobs that support a walkable life

Public transport, public spaces, rec centers, public library, parks and trails.

Not enough sidewalks, need some kind of public transportation

We need to expand the roads and have enough traffic lights to make it possible to drive safely

Provide transportation to doctors, medical center, voting places

Sidewalks on 29 would be great and a way to walk to the grocery store

Mass transit service (train, busses) to/from Leander and Cedar Park

Complete the Wilco bypass and look for a bypass to the north mirroring the existing bypass

Create loops around the city and maintain existing roadways

Anticipate, pay close attention to, and, develop roadways ahead of growth



Expanded employment opportunities reduce commuter dependence while supporting sustainable economic growth

Walkability, shaded streets, and accessible public spaces encourage active lifestyles and strengthen neighborhood connections

Creating sidewalks, buses or some form of public transportation to those who do not have a vehicle

"The parks and trails are a genuine strength, and the Texas Hill Country is beautiful; the next layer is connection and programming: trails that link neighborhoods to parks and downtown, better access to the river corridor, and leagues, events, and programming that fill what's been built."

- Community Survey Respondent

Regional bus routes that connect to the Leander train station would be very helpful

Better/ additional parking and sidewalks downtown and towards the elementary school

Pillar 4
Transform Downtown

Objective: Create a vibrant, community-centered and character-filled destination that celebrates Liberty Hill's heritage

Importance for Liberty Hill

Downtown offers Liberty Hill a tangible connection between its heritage and its future. Historic buildings, independent businesses, arts and public gathering places can give a growing community a shared center and a recognizable identity. The Think-Tank's preferred future places downtown at the cultural and civic heart of Liberty Hill, linked to walkable neighborhoods and community amenities. The 'Transform Downtown' pillar can strengthen this role by making the area useful and welcoming throughout the week. Its contribution depends on creating reasons for residents to spend time there, supporting viable businesses and preserving the character people value.



Resident perspective

Community Survey #2 rated this pillar 6.8 out of 10. Half of valid ratings were between 8 and 10, while 21% were between 1 and 4. These results reflect a range of perspectives and highlight the importance of demonstrating downtown's everyday value to the community. Supportive comments call for local shops and restaurants, historic preservation, family activities and a library or community gathering space. Other respondents question parking, limited space, business turnover and the wisdom of spending downtown when water and traffic needs remain pressing. Some prefer modest preservation and reuse, and people call for a phased approach that demonstrates everyday value, improves access and protects existing businesses through construction. During the in-person engagement sessions, people often referenced the Downtown area as a very important part of Liberty Hill's cultural identity.





Future Insights:

- **The value of a distinctive center.** Downtown revitalization can link economic activity with walkability and a strong sense of place. Liberty Hill can use its historic buildings and local businesses to offer an experience distinct from highway commercial development.
- **A broader daily purpose.** Changing work routines create opportunities to rethink downtown beyond a single shopping or office function. Civic services, gathering spaces and activities could give Liberty Hill residents more reasons to visit throughout the week.
- **Comfort shapes use.** Urban heat makes the design of public space consequential in Texas. Shade, seating and comfortable pedestrian connections can help downtown become somewhere people spend time, supporting nearby businesses and community activity.

Pillar 4
Transform Downtown

These actions aim to create a vibrant community-centered downtown that celebrates heritage and retains distinctive local character. They build on the Downtown Master Plan and the downtown work already happening.

Deliver a downtown access and business continuity plan

Stakeholders have asked that the Downtown planning explore how to improve parking information, accessible spaces, loading arrangements, crossings, shade and pedestrian routes so customers can reach businesses comfortably. Coordinate construction phases with merchants and provide clear arrangements for customer access, deliveries, temporary signage and regular updates. Strengthen wayfinding from Highway 29 and communication with surrounding neighborhoods. Resolving these practical barriers would help downtown function as an accessible community destination throughout construction and after new projects are completed.

Preserve historic character and make building reuse practical

Stakeholders have suggested inventorying significant buildings, sites and artistic heritage, including Liberty Hill's sculpture legacy, and establishing compatible guidance for rehabilitation and new development. This can be included in the Downtown planning and help owners navigate reuse requirements and assess targeted façade or building-improvement assistance through transparent criteria. Address vacant and poorly maintained properties while considering business viability and the cost of compliance. This would retain the physical features that distinguish downtown.

Develop a feasible civic and family gathering anchor

Engagement during the Strategic Plan has highlighted the desire to create civic and family gathering spaces. Current planning can help evaluate the library and multipurpose community-center concept alongside shaded gathering space, seating and a play area as a coordinated downtown opportunity. Include activities for children, teenagers, adults and older residents. A well-used civic anchor could bring regular visits beyond festivals and dining, strengthening downtown's community role.

Activate downtown throughout the year and evaluate each investment phase

Work with merchants, artists and community groups on markets, pop-up businesses, public art, family activities and regular programming that complements everyday shops and services. Include daytime and alcohol-free options, reflect the community's varied traditions and manage noise and access impacts on nearby residents, helping downtown become a sustainable gathering place with an authentic local identity.



Bold idea: The Downtown living room

Build on the downtown district project that is already underway, to explore creating civic gathering places with shaded plazas, play spaces, local art and flexible areas for community activities, markets and small performances. This could give a growing Liberty Hill a recognizable heart that residents use throughout the whole week.

IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 4
Transform Downtown

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

I do like that the city understands the downtown needs some revitalizing

I like our downtown area and festivals. It still feels like a small town

Revitalizing the downtown area with sidewalks, drainage, and beautification projects

The idea that our downtown is going to offer more variety for eating and shopping

The slow progress. We keep losing great locally owned places because of the lack of foot traffic in downtown

The downtown area parking is not adequate, especially for handicapped seniors so we don't go there anymore

"Make downtown the community's living room: a place residents use regularly and visitors have a reason to explore. Protect the businesses already there as improvements proceed. Coordinate construction phases and provide clear plans for customer access, parking, deliveries, and communication with merchants."

- Community Survey Respondent

Don't build downtown. Just preserve what is there, update what is there. Incentivize new small businesses going there

Creating a place where people can go to walk and hang out. Don't allow large businesses to come take over. Keep the old buildings but update the insides

Finalize downtown plan and phases. Get community buy-in

Needs events downtown to have a reason to go. Car shows, farmers markets, game days and affordable shopping options downtown

Keep the downtown's historic buildings. Be mindful of the types of businesses that come into the downtown area

Parking for handicapped citizens should be easy and enough to take care of all

More parks and parking for downtown

The cleaning up of the downtown and city into refurbished businesses that help the community thrive and the families feel like they're in a small town.

More family venues in and around the downtown corridor

Murals are amazing. Downtown revitalization, community input, Parks and sidewalks, community partnerships

Revitalizing downtown would be more beneficial if there were communal hangout

A park with a play scape near the downtown would provide families a destination to draw them downtown and visit the local businesses

"I would encourage the City to think of heritage broadly as we develop Downtown. Celebrating Liberty Hill's history is important, but so is recognizing and the many cultures, backgrounds, traditions and experiences represented in the community today. A vibrant, community-centered Downtown should feel welcoming and reflective of everyone who calls Liberty Hill home.."

-Community Survey Respondent

Downtown remains the cultural and civic heart of the community, supported by walkable neighborhoods, parks, local businesses and public gathering spaces that encourage connection across generations

New development complements the historic downtown through high-quality design, walkable districts and human-scaled architecture



Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Pillar 5
Grow Local Experiences

Objective: Foster a distinctive local economy and an array of local businesses and community spaces.

Importance for Liberty Hill

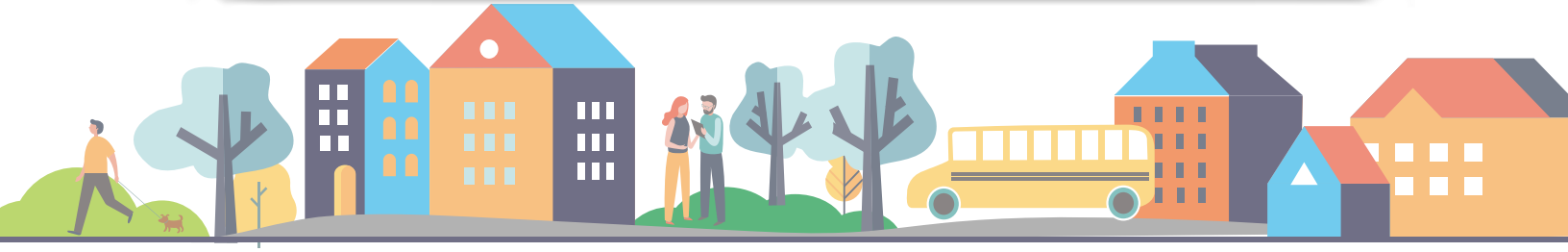
Local businesses, recreation and shared experiences help turn population growth into a stronger community. The 'Grow Local Experiences' pillar focuses on the places and opportunities that make Liberty Hill distinctive and give people reasons to spend time, build relationships and invest locally. It connects economic development with the everyday quality of life that residents want to retain and improve. The Think-Tank's preferred future combines local enterprise, professional services, restaurants, parks and year-round community activity. Participants identified local employment and livable wages, workforce development and schools as important drivers. This pillar supports a more complete community where residents can access opportunities and amenities closer to home and where growth creates benefits beyond additional commercial buildings.

Resident perspective

Community Survey #2 rated this pillar 7.7 out of 10, with 64% of valid ratings between 8 and 10. Respondents ask for independent businesses, more varied dining, markets, arts, family entertainment and places for teenagers and older residents. Many express concern that chain development is weakening local character. Comments also identify barriers facing small businesses and differing views on public incentives. Survey #1 adds evidence of unmet recreation and community-service needs, including parks, trails, sports facilities, swimming and spaces to gather. Employment comments emphasize wages and career opportunities, alongside youth and entry-level work. Together, these perspectives show that local experiences should be accessible and useful in daily life, with opportunities across neighborhoods and age groups.

Future Insights:

- **Local opportunity within a regional economy.** Communities can benefit by connecting local enterprises and workforce skills to regional industries. Liberty Hill could expand career opportunities while retaining businesses that reflect its own character.
- **Work closer to home.** The persistence of home-based work creates opportunities for neighborhood services and local enterprise. Reliable connectivity and suitable business spaces could help Liberty Hill capture more economic activity close to where people live.
- **Places worth spending time.** Walkable commercial areas and inviting public spaces can support local business activity. As Liberty Hill grows, combining independent businesses with recreation and regular community programming could strengthen everyday local destinations. This can include integrating pocket park, small scale events and public art.



Pillar 5
Grow Local Experiences

These actions aim to prioritize existing business retention, affordable participation, local career opportunities and activities for a broader range of residents.

Establish a local business retention and growth program

Stakeholders have suggested starting with existing entrepreneurs and family-owned businesses to help identify barriers they face to staying and expanding their operations in Liberty Hill. Stakeholders also suggested building an improved awareness of the Economic Development Corporation's role and resources. This would help Liberty Hill retain businesses that make the local economy unique and distinctive, while also welcoming new local businesses.

Connect business recruitment with local jobs and workforce pathways

The Economic Development Corporation (EDC) can lead on such efforts, and use market evidence and community needs to identify opportunities in healthcare, professional and technical services, skilled trades, varied dining and other missing services. These programs bring employers, schools and training providers together around apprenticeships, youth employment, adult learning and career pathways. Linking economic development with skills would help residents find meaningful work closer to home and support a more diverse economy as the population and employment needs evolve.

Develop accessible community and recreation destinations

Use the Parks and Recreation master planning process already underway to assess gaps and establish future priorities in parks, trails, sports fields, aquatics, indoor facilities, teen spaces and senior programming across the community. Preserve opportunities for future sites and examine shared-use or nonprofit partnerships, including building on the current YMCA feasibility study. This would create more everyday opportunities for health, recreation and connection as Liberty Hill grows, with benefits reaching beyond a single neighborhood or age group.



Build a year-round program of distinctive local experiences

Support existing markets, arts, sculpture, heritage events and local traditions while testing additional family activities, outdoor recreation and small cultural events, such as a Dark Sky – Lights Out Night. Work with local businesses and community groups to reflect both Liberty Hill's history and the backgrounds of residents who call it home today. Offer affordable and free options. Regular experiences would create more reasons to spend time and money locally and help longtime and newer residents build relationships as the community changes.

Bold idea: Create a network of community spaces

Create a network of pocket parks, small plazas and community gathering spaces across Liberty Hill, connected where practical by walking routes and public art. Partner with neighborhoods, local artists, businesses and landowners to transform underused spaces with shade, seating, native planting, sculpture and interactive art. These welcoming places would celebrate Liberty Hill's artistic heritage and give people of different ages more opportunities to meet, play and build community close to home.

IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 5
Grow Local Experiences

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

Increased emphasis on parks and community spaces

Revitalizing the downtown area with sidewalks, drainage, and beautification projects.

Manufacturing and engineering provide valuable, good paying jobs

Events for families, parks, restaurants, and other attractions so we don't have to leave LH as often

A community center is badly needed to provide lower income individuals recreational resources and give young people a place to gather

"Liberty Hill should focus on attracting healthcare providers, engineering and professional service firms, technology support companies, skilled trades, and light manufacturing that create high-quality local jobs without overwhelming infrastructure."

- Community Survey Respondent

Need more community events like monthly farmers market, or monthly event sponsored by the city

Incentivize small businesses to go downtown rather than chains. Give them better options or tax rates vs chains

Keep encouraging small business and making it easier for them to start up

Would love to see more support for small local businesses. That includes the infrastructure they need to be successful

Small entertainment venues, 100 seats. Build relationship with the chamber

Monthly marketplace that includes farmers market in the downtown area

More recreational opportunities for adults

A community center, a bigger library, a rec center, a YMCA

They don't focus on encouraging small local businesses to thrive here. It will always enhance the quality of life and keep the local economy strong

Movies, Outdoors, Parks and community tailgating for sport events

Creating a space that concerts, outdoor events, and community outings is a wonderful opportunity for the areas not filled with neighborhoods

More parks and recreational spaces are needed. Permanent facility for food and goods market. The Parker's idea is a start. Entertainment venues/ activities that families can afford

"Growing local businesses requires actively lowering the barrier to entry. Currently, commercial development in Liberty Hill leans heavily toward large-scale chain pads, gas stations, and expensive strip retail where lease rates price out independent operators. The city and EDC must create micro-retail spaces, small-bay commercial footprints, and streamlined permitting pathways."

-Community Survey Respondent

Local businesses, professional services, restaurants and destination retail create a diverse economy that reflects Liberty Hill's character

Strategic investments in schools, healthcare, community facilities and visitor amenities strengthen Liberty Hill as a regional destination

Investments in schools, public spaces, community services and local businesses create a vibrant, resilient economy that supports residents

Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Pillar 6
Lead Together

Objective: Build a collaborative leadership model focused on vision, trust and results

Importance for Liberty Hill

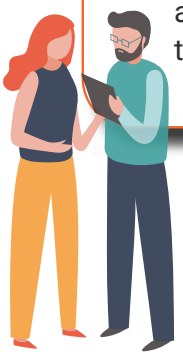
Liberty Hill's ability to shape growth depends on organizations and residents working toward a shared direction. Infrastructure, schools, transport, economic development and community services involve different responsibilities and decision makers. 'Lead Together' provides the coordination and accountability needed to translate the other five pillars into results that people can see. In a rapidly growing community, collaboration is especially important because the people affected by development and service decisions extend beyond municipal boundaries.

Resident perspective

Community Survey #2 rated this pillar 8.1 out of 10, with 69% of valid ratings between 8 and 10. Comments support cooperation among the City, county, schools, businesses, developers and community organizations. They also ask for transparency, earlier engagement and visible follow-through, with some respondents questioning whether local knowledge and previous public input have influenced decisions. Residents outside the city limits describe wanting a meaningful voice in the future of the wider community. Others emphasize bringing new participants into leadership and making better use of existing expertise. Survey #1 reveals concerns about readiness for change and divisions associated with growth and differences between newer and longtime residents.

Future Insights:

- **Regional problems require shared delivery.** Urban economies and infrastructure networks extend beyond city boundaries. In growing Texas regions, coordination among cities, counties, schools and utilities is essential to align investment with where people live and work.
- **Capacity matters alongside vision.** U.S. infrastructure investment increasingly tests local capacity to develop, fund and manage projects. Liberty Hill's partnerships should combine expertise and delivery resources, with clear responsibilities and realistic schedules.
- **Growth changes the civic community.** Rapid metropolitan growth brings new residents into established communities. Liberty Hill can strengthen shared ownership through accessible participation and visible reporting that helps longtime and newer residents understand decisions and progress.
- **Proactive management and leadership** and increasing cultural diversity were identified as drivers during the Think-Tank. They reinforce the importance of broad participation, trusted communication and consistent follow-through as Liberty Hill changes.



Pillar 6
Lead Together

These actions aim to make collaboration practical through shared participation and explicit accountability for decisions and follow-through.

Create a public Strategic Plan delivery framework

Stakeholders have suggested publishing quarterly progress updates and reviewing priorities alongside the annual Growth and Quality of Life Scorecard. The existing implementation dashboard for the Comprehensive Master Plan could be expanded to help track progress on the key actions. This would turn the pillars into an ongoing delivery discipline and sustain continuity through growth, changing financial conditions and transitions in staff or leadership.

Establish a strategic partnership roundtable with a shared delivery agenda

Stakeholders have suggested building on existing relationships among the City, County, TxDOT, school district, emergency services, utilities, Economic Development Corporation, businesses, developers and community organizations. This should include neighborhood and extraterritorial jurisdiction representatives in relevant discussions. The aim is to align growth assumptions, infrastructure schedules, school needs and investment priorities, then publish agreed actions, owners and unresolved issues. This would make collaboration useful across boundaries, reducing the risk that one organization's plans create service gaps or unexpected costs for another.

Broaden participation before priorities and projects are decided

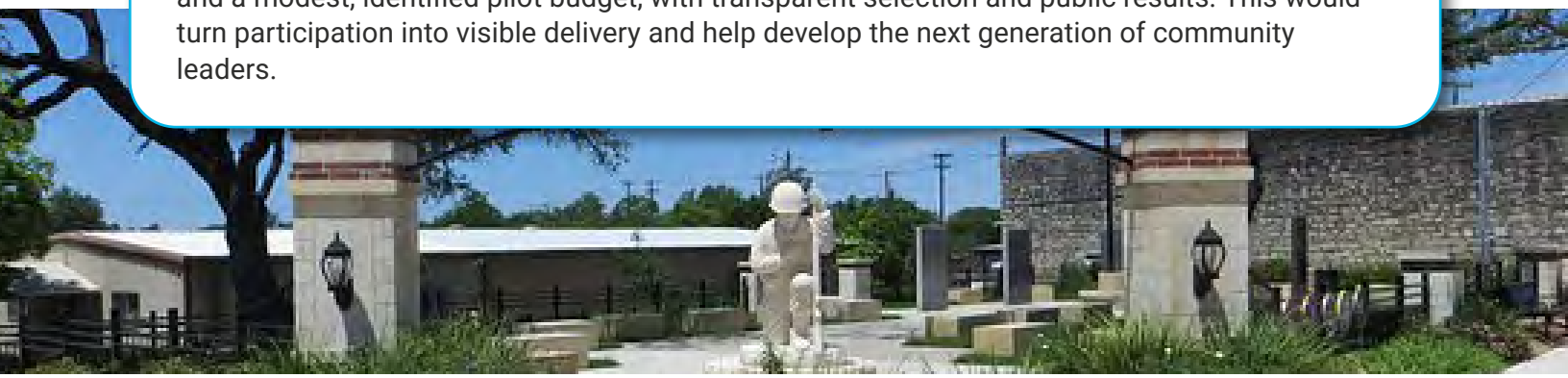
Use neighborhood meetings, schools, the library, community events and accessible online and offline channels to engage residents early enough to shape alternatives. Include people outside city limits, younger adults, seniors, different cultural backgrounds, local businesses and residents with disabilities. Build on opportunities such as Liberty Hill University. A broader leadership base would bring local knowledge into implementation and help a changing community maintain shared ownership of its future.

Strengthen transparency and close the public feedback loop

Stakeholders have called for more community engagement and communication. There is the opportunity to develop an innovative communication and engagement plan which could be used to support major decisions with an explanation of options considered, tradeoffs, public input and why the selected approach was chosen. As decisions become more complex, understandable reasoning and visible follow-through would help rebuild trust and make collaboration credible beyond meetings and surveys.

Bold idea: Create a community solutions challenge

Invite residents, students, businesses and civic partners to form teams around a small set of annual priorities, such as water savings, safer access or youth activities. Offer technical support and a modest, identified pilot budget, with transparent selection and public results. This would turn participation into visible delivery and help develop the next generation of community leaders.



IDEAS AND COMMENTS FROM THE COMMUNITY

Pillar 6
Lead Together

The following ideas, comments and quotes are drawn from the Community Surveys and Think-Tank.

Local community unifies over common goals such as increasing events and activities for families especially young children and mothers

Recruit and develop local businesses that keep LH unique. Need to work on a more inclusive community that welcomes all

The rural community spirit and heart that rallies around those in need and comes together during times of crises

I love the community and how the parents come together to support the children

Hold developers accountable for previous commitments to the city

"Collaboration cannot simply mean periodic meetings; it must produce synchronized capital planning. Liberty Hill's biggest operational friction points exist across jurisdictional boundaries. Real leadership requires a binding, joint capital improvements roadmap so tax dollars are spent efficiently across all taxing entities."

- Community Survey Respondent

Source of Stakeholder idea

Survey 1 | Survey 2 | Think-Tank

Build trust through transparency, consistent communication and meaningful public participation

Get the input of more than just city-limits residents

Leadership needs to be on the same page with the vision in order to build trust

Create community-based committees to help bring this collaborative model into reality

How we communicate these things is crucial to get advocacy from the community

City, county, schools and local developers must work together

The new leadership in the city is very positive

Bringing downtown to life and bringing events to downtown for getting neighbors together

Getting the right leadership with experience to handle the growth is essential

We need transparency with our tax payer dollars

Bring residents, businesses, nonprofits and government partners together early to shape decisions and remain accountable for results.

Treat volunteers better

"Building trust requires transparency, consistent communication and meaningful opportunities for community members to participate before decisions are made, not simply being informed after the fact. A diverse community brings different experiences, needs and perspectives, and those differences can strengthen the City's decision-making when they are genuinely included."

-Community Survey Respondent

Strong communication, community engagement and collaborative leadership build trust and shared ownership of the city's future

Getting to the Preferred Future requires collaboration, alignment of vision, and strong leadership

Consistent communications about how and why Liberty Hill needs to pursue its preferred future will be an important part of how changes will be made in the community

A repeated sentiment through the planning discussions was a desire to retain the unique character and feel of Liberty Hill. The Community Survey #2 asked people to identify what they felt made Liberty Hill so unique.



Residents most strongly associate Liberty Hill's uniqueness with its small-town and rural character, community connections, Hill Country landscape, locally owned businesses, historic downtown, schools, and community traditions. At the same time, a significant group believes these qualities are being weakened by rapid development, traffic, chain businesses, generic subdivisions, loss of trees and open land, and inconsistent development aesthetics.

Strongest themes included:

- **Small-town, rural or country character.** Residents value the quieter pace, sense of familiarity, ranch properties, open land, and distinction from Austin-area suburbs.
- **Community connection and welcoming spirit.** People described knowing their neighbors, supporting one another, volunteering, feeling welcomed, and gathering around shared activities.
- **Natural landscape and Hill Country setting.** Trees, hills, dark skies, wildlife, open space, outdoor living, and proximity to the San Gabriel River and wider Hill Country were frequently identified as defining assets.
- **Events, arts and community traditions.** Festivals, farmers markets, parades, school activities, Whimsy and Wonder, the Sculpture Festival, Fourth of July celebrations, music, and former traditions such as street dances and cookoffs were seen as important expressions of identity.
- **Schools, youth and family focus.** Residents highlighted the school district, Panther and Wrangler pride, youth sports, family activities, and Liberty Hill's appeal as a place to raise children.
- **Local and family-owned businesses.** Respondents value independent restaurants, shops, entrepreneurs, and businesses with a personal connection to Liberty Hill.
- **Historic downtown and heritage.** Downtown, historic buildings, local architecture, and the possibility of creating an active but still authentic Main Street were recurring themes.
- **Texas, faith and conservative values.** Some respondents specifically associated Liberty Hill with faith, patriotism, independence, hospitality, and traditional Texas values.

The central tension is that some people believe that Liberty Hill is no longer unique, has lost part of its identity, or is becoming indistinguishable from other suburban communities. Residents generally did not call for Liberty Hill to remain unchanged. They called for growth that feels intentional, distinctive and locally grounded. The desired balance is modern convenience without becoming generic, community growth without losing connection, and new investment that strengthens rather than replaces local character.





Liberty Hill's six Strategic Pillars form a connected framework for achieving the preferred future, Shaping Tomorrow; Honoring Today. Their collective purpose is to guide growth so that infrastructure, local opportunity, and community character strengthen one another.

Community Survey #2 asked respondents to rate the importance of each pillar in shaping Liberty Hill's future. 'Plan for the Future' and 'Build Ahead of Growth' received the highest average ratings, followed by 'Lead Together'. This emphasis points to the importance of deliberate planning, infrastructure readiness, and collaboration in supporting the wider vision.

Community Survey #2 pillar importance ratings, in order of importance:

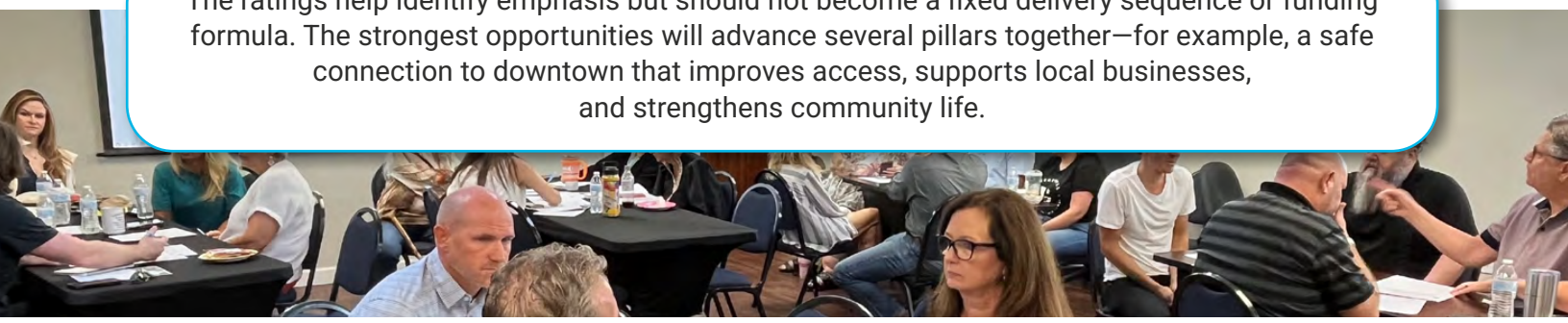
Strategic Pillar	Average score / 10	Ratings of 8–10
Plan for the Future	8.78	81.9%
Build Ahead of Growth	8.39	76.1%
Lead Together	8.10	68.9%
Grow Local Experiences	7.71	64.0%
Connect Liberty Hill	7.57	63.4%
Transform Downtown	6.81	50.0%

Scale: 1 = Not important; 10 = Extremely important. Valid numeric responses range from 134 to 138 per pillar. Each pillar was rated independently.

How the pillars reinforce one another:

- **Planning and infrastructure establish the foundations.** 'Plan for the Future' pillar guides where and how development occurs, while 'Build Ahead of Growth' pillar addresses the water, utilities, and natural resources needed to support it. Together, they connect growth decisions with capacity and long-term community needs.
- **Downtown and local experiences give growth a distinct identity.** The 'Transform Downtown' and 'Grow Local Experiences' pillars work together to connect heritage, businesses, gathering places, and activities. Downtown can provide a focal point, while parks, enterprises, and experiences across Liberty Hill spread the benefits through the wider community.
- **Collaborative leadership connects the whole framework.** 'Lead Together' pillar supports coordination among the organizations responsible for planning, infrastructure, mobility, and community investment. Shared priorities, clear responsibilities, and communication help progress under one pillar support delivery under others.

The ratings help identify emphasis but should not become a fixed delivery sequence or funding formula. The strongest opportunities will advance several pillars together—for example, a safe connection to downtown that improves access, supports local businesses, and strengthens community life.



The Liberty Hill Strategic Plan 2030 provides a shared direction and six Strategic Pillars. Community Survey #2 repeatedly called for the next step: turning that direction into coordinated decisions, practical action, and visible results.



Respondents asked the City to connect existing plans and reporting, coordinate infrastructure and growth decisions across organizations, and demonstrate follow-through. The planning process established strategic direction; translating it into a detailed, resourced implementation program is the next task. The following approaches draw on survey comments and are recommended considerations for implementation:

- **Integrate the strategy with existing plans and decisions.** Use the six pillars to connect Liberty Hill's comprehensive planning, infrastructure and capital improvement planning, downtown work, and community service priorities. Map proposed actions against existing commitments, identify gaps or competing priorities, and link delivery to budgets and staff work programs. This would help make the Strategic Plan part of everyday decisions and show how existing projects contribute to the 2030 vision.
- **Coordinate delivery across organizational boundaries.** Survey comments called for the City, Williamson County, schools, utility providers, emergency services, and development partners to work from compatible growth assumptions and investment schedules. A practical next step is to identify shared dependencies between water, wastewater, roads, school access, and new development, then agree responsibilities and sequencing.
- **Set a manageable sequence of funded priorities.** Select an initial set of actions that address urgent needs and support progress across multiple pillars. For each, define the next step, lead organization, partners, estimated cost, funding pathway, and target date.
- **Make progress and accountability visible.** Respondents asked for named owners, measurable outcomes, and a simple account of what is complete, underway, or delayed. Build a concise public scorecard into existing reporting, with a regular review of progress and priorities. Measures should connect activity to tangible benefits, such as more reliable services, safer local connections, usable gathering spaces, and stronger local businesses.
- **Keep residents involved and close the feedback loop.** Continue engagement with longtime residents, newcomers, businesses, and people outside city limits whose daily lives are connected to Liberty Hill. Plain-language updates should explain changes in timing, costs, or scope so the community can understand both progress and tradeoffs.

The plan should remain a living framework, reviewed as conditions change. Its practical value will depend on whether Liberty Hill can connect its vision, plans, resources, and partnerships to sustained delivery that residents can see and experience.



Community members want to see the Liberty Hill Strategic Plan 2030 translated into visible improvements. Throughout the planning process, residents called for infrastructure that keeps pace with development, safer and more reliable travel, protection of community character, stronger local businesses and more places to gather.

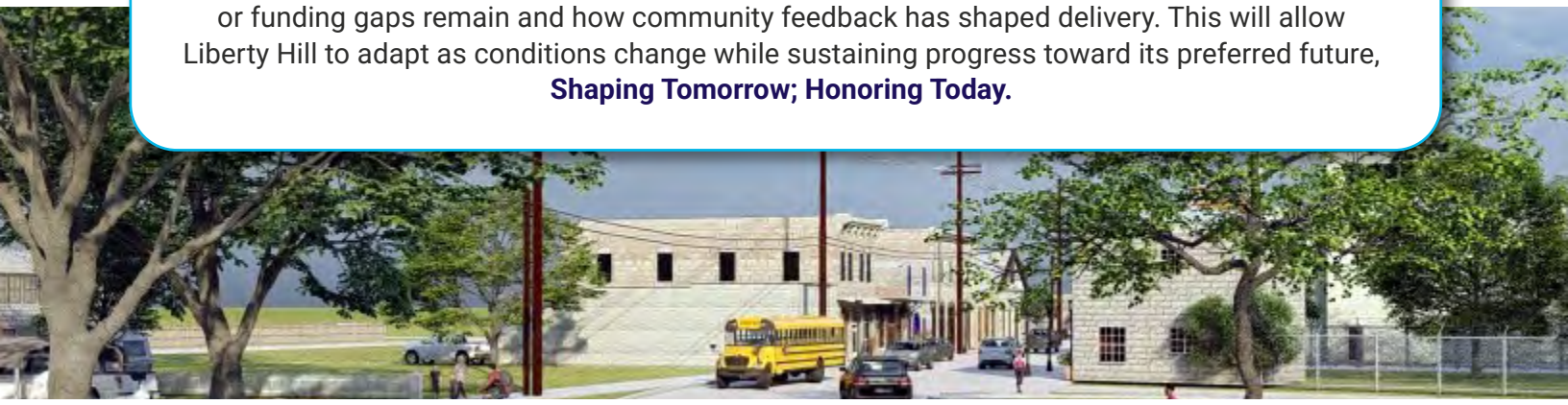
Residents want growth to deliver a better everyday experience of Liberty Hill. Visible improvements, clear responsibilities and honest progress reporting will turn the community's vision into results.

They also asked for clearer communication about decisions, project timing and how their input influences outcomes. The roadmap to 2030 begins with turning the six strategic pillars into a coordinated program of work. City Council, City staff and delivery partners should use the plan to agree on priorities, identify funding and establish responsibility for implementation. Early steps in developing the implementation framework should include:

- **Connect growth decisions with infrastructure readiness.** Coordinate land-use planning with water, wastewater, drainage, roads and emergency-service capacity. Clearly distinguish existing capacity, funded improvements and projects that depend on future resources.
- **Prioritize improvements residents experience every day.** Identify near-term opportunities to improve intersections, school access, sidewalks and neighborhood connections while advancing longer-term transportation solutions with regional partners.
- **Strengthen the places that bring Liberty Hill together.** Phase downtown improvements around access, parking, shade, historic character and support for existing businesses. Advance practical priorities for parks, trails, the library, recreation and community gathering spaces.
- **Create opportunities for local businesses and residents.** Address barriers facing independent businesses and pursue partnerships that expand local services, workforce training and meaningful employment.
- **Make delivery accountable.** Assign each priority action a lead organization, partners, funding pathway, timetable and measurable milestones. Use these commitments to inform annual budgets, capital investments and staff work programs.

Residents expressed enthusiasm for new amenities and innovative approaches, alongside concerns about cost, infrastructure constraints and whether previous input had led to action.

Regular public progress updates and an annual review with City Council will help maintain momentum. Reporting should show what has been completed, what is underway, where delays or funding gaps remain and how community feedback has shaped delivery. This will allow Liberty Hill to adapt as conditions change while sustaining progress toward its preferred future, **Shaping Tomorrow; Honoring Today.**





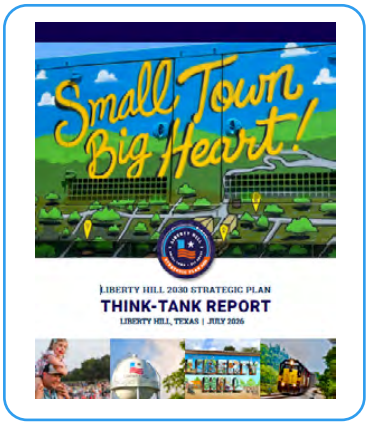
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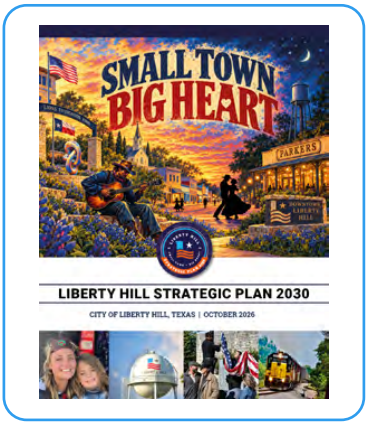
The Liberty Hill strategic planning process was shaped by the enthusiasm, candor and local knowledge of community members. The City extends its sincere appreciation to residents, survey respondents, Think-Tank participants, Council members, City staff and partner organizations who contributed their time and perspectives. Their involvement helped ground the Strategic Plan in community aspirations and the opportunities and challenges facing Liberty Hill. Special thanks are extended to Abby Morrison, Executive Director of Management Services, and Katie Amsler, Director of Community Engagement & Communications, for their leadership and guidance throughout the process. Working closely with Future iQ, they supported community engagement and helped bring the planning effort together.

For more information on the Liberty Hill Strategic Planning 2030 process please contact:

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This report and the associated data analysis are available on the project portal at:
www.LHTX2030.com





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LIBERTY HILL STRATEGIC PLAN 2030

CITY OF LIBERTY HILL, TEXAS | OCTOBER 2026

Liberty Hill 2030 Implementation Framework – DRAFT – October 22nd, 2026.

This is a living document for coordinating the 24 strategic actions through 2030. City staff will review, sequence and adjust the proposed milestones and timelines around existing workloads, available resources, ongoing projects and changing priorities. The number of actions shown as starting within six months represents an initial planning proposal; staff will determine a manageable first-year program before confirming commitments.

Staff will confirm proposed leads, partners, priorities, current status and related plans against existing work programs. Early activity may consist of scoping, coordination or alignment with work already underway. Budgets, staff capacity, partner decisions and project readiness will determine the pace of delivery. Review the framework quarterly and adjust priorities and schedules through annual work planning and budgeting.

Using the tables

- Related existing plan/project(s) identifies where an action can connect with current planning or delivery. Staff should confirm the exact project name, scope and owner. These links do not establish that an action is funded or already approved.
- Priority is proposed for staff review: High addresses foundational capacity, safety, urgent coordination or actions that enable other work; Medium supports important, phased improvements; Low identifies an exploratory action that can follow stronger evidence or capacity. Priority does not set an automatic start date or funding commitment.
- Current Status uses the six categories below. Entries are initial classifications based on the October 2026 draft and require staff confirmation. Where related planning is in progress, this describes the planning stage and does not imply construction or the full strategic action is underway.

Current Status	Meaning
New proposal	Recommended work that has not been confirmed in an approved work program.
Planned - not started	Confirmed in a work program, with delivery not yet begun.
In progress	Confirmed planning or delivery activity is underway; record the stage in staff updates.
Ongoing - refine or expand	An established activity can be continued, improved or expanded to meet the strategic action.
On hold	Work is paused; record the reason and the decision or condition needed to resume.
Complete	The agreed scope and completion criteria have been met.

- ‘Resources’ column identifies what delivery needs, such as staff time, expertise, data systems and funding.
- ‘Dependencies’ column identifies what must happen or be available to move forward, such as approvals, partner action, land access, reliable information or funding decisions. Cost estimates and funding status remain to be confirmed through scoping and budgeting.
- Timing runs from the agreed implementation start date and is subject to staff review. Set numeric targets after baselines are verified.
- Actions are drawn from the Liberty Hill Strategic Plan 2030, October 2026 draft, and implementation principles appear on pages 38–39.
- Confirm a manageable first-year program, record funding status and baseline targets, report progress quarterly, and review priorities and schedules annually with City Council.

DRAFT

Pillar 1: Plan for the Future

Create a smart-growth approach to land use, policy and community services

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
1.1 Adopt a growth capacity and sequencing framework	Compile capacity and committed-demand information; agree a process linking development reviews to infrastructure readiness.	City planning lead	Engineering, utilities, emergency services and school district.	Comprehensive Plan; infrastructure and service planning	High	New proposal	Start 0–6 months; initial framework by month 12.	Planning and engineering staff; capacity analysis and data support.	Verified capacity and committed demand; partner input; agreed development-review process.	Framework agreed; development reviews record capacity constraints, required improvements and delivery dependencies.
1.2 Plan connected neighborhoods with housing and services for different life stages	Map gaps in housing choices, services and neighborhood connections; incorporate priorities into the Comprehensive Plan and UDC work.	City planning lead	Developers, service providers, school district and residents.	Comprehensive Master Plan; Future Land Use Plan; UDC rewrite	High	In progress	Start 0–6 months; align milestones with current plan and UDC schedules.	Planning staff, consultants and community engagement capacity.	Current planning and UDC schedules; capacity evidence; development feasibility and policy decisions.	Updated planning provisions address housing choice and access; baseline measures track housing mix and proximity to services.
1.3 Translate Liberty Hill character into practical development standards	Define locally grounded expectations for design, signage, lighting, trees, landscaping, open space and transitions between uses.	City planning lead	Development review staff, businesses, landowners and residents.	UDC rewrite; Comprehensive Plan	High	In progress	Start 0–6 months; coordinate with UDC rewrite.	Planning and design expertise; development review staff; engagement support.	Community agreement on character expectations; review and adoption of standards through the UDC process.	Standards adopted and applied consistently; track preservation and design outcomes against agreed baselines.
1.4 Publish an annual Growth and Quality of Life Scorecard	Select a concise set of indicators, establish baselines and targets, and expand the existing Comprehensive Plan dashboard.	City management designee	Planning, infrastructure, finance and communications staff.	Comprehensive Plan implementation dashboard	High	Ongoing - refine or expand	Design in 0–6 months; first scorecard by month 12; annual refresh.	Data and reporting staff; dashboard support; indicator design.	Reliable data sources, reporting owners and agreed baselines and targets.	Public scorecard reports baselines, targets and trends for readiness, housing, service access, preserved land and satisfaction.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 19. Priorities, status, links and delivery details are proposed for staff confirmation.

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Pillar 2: Build Ahead of Growth

Lead in sustainable infrastructure, water innovation and natural-resource management

Living document: staff to confirm priorities and current status and adjust timing to workloads, resources, existing projects and partner decisions.

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
2.1 Implement an integrated ten-year infrastructure and service program	Combine existing plans and projects into one prioritized schedule identifying costs, funding status, capacity and dependencies.	City infrastructure lead	Finance, utilities, emergency services and regional partners.	Water and Wastewater master plans; existing capital projects	High	Ongoing - refine or expand	Start 0–6 months; initial program by month 12; annual update.	Engineering, finance and coordination staff; project cost and lifecycle analysis.	Compatible growth assumptions; partner schedules; confirmed project costs and funding commitments.	Program distinguishes existing capacity, funded improvements and contingent projects; priority projects have owners and milestones.
2.2 Deliver a diversified water security and conservation strategy	Align Water Master Plan and Pure Water LHTX actions through 2030; identify conservation, backup supply and evaluation needs.	City water / utility lead	Engineering, utility partners, businesses and neighborhoods.	Water Master Plan; Pure Water LHTX	High	In progress	Review in 0–6 months; phase agreed measures through 2030.	Utility staff; technical expertise; conservation outreach; project-specific funding.	Technical evidence, operating capacity, utility agreements and decisions on supply and conservation investments.	Track reliable supply, demand, water losses and conservation results against baselines and agreed targets.
2.3 Establish a transparent and financially sustainable approach to growth costs	Review growth-related funding tools and prepare lifecycle cost and funding assessments for priority infrastructure investments.	City finance lead	Infrastructure, planning and relevant delivery partners.	Capital improvement planning; annual budget process	High	New proposal	Initial review within 12 months; apply through annual budgeting.	Finance and engineering staff; lifecycle cost and funding analysis.	Cost and revenue evidence; partner contributions; decisions on available funding tools.	Major investments disclose capital and ongoing costs, funding gaps and household impacts; funding commitments are recorded.
2.4 Protect natural systems and strengthen emergency readiness	Map priority natural assets and vulnerabilities; agree protection, stormwater and service-continuity priorities.	City infrastructure / planning lead	Emergency services, utilities and conservation partners.	UDC rewrite; drainage and emergency planning links to confirm	High	New proposal	Assess in first 12 months; phase agreed measures through 2030.	Mapping, environmental and emergency-planning expertise; project-specific funding.	Natural-asset and risk data; landowner participation; utility and emergency-service coordination.	Priority assets and risks mapped; track protected areas, agreed water-quality measures and completion of readiness actions.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 22. Priorities, status, links and delivery details are proposed for staff confirmation.

DRAFT

Pillar 3: Connect Liberty Hill

Advance regional mobility and internal connectivity

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
3.1 Launch a focused congestion and road safety program	Use traffic, crash and resident information to agree a short list of locations, treatments and responsible agencies.	City mobility / engineering lead	TxDOT, Williamson County and schools.	Mobility Master Plan; road-agency projects to confirm	High	New proposal	Priorities in 0–6 months; phase funded improvements from months 6–24.	Traffic and safety analysis; design staff; treatment and monitoring budgets.	Road-agency approval and schedules; schools input; design readiness and funding for each treatment.	Publish delivery progress; compare safety and travel reliability with pre-improvement baselines at treated locations.
3.2 Create a regional and local road connectivity roadmap	Use the Mobility Master Plan to assess alternate routes, secondary connections and emergency access with regional partners.	City mobility / engineering lead	County, TxDOT, schools, developers and landowners.	Mobility Master Plan	High	In progress	Begin in first 12 months; align with Mobility Master Plan milestones.	Mobility planning and engineering staff; route, cost and property assessments.	County and TxDOT coordination; land and environmental assessment; partner decisions and funding.	Shared roadmap identifies responsible agencies, route dependencies, next decisions and funding status.
3.3 Build a continuous and accessible walking and biking network	Map missing links and prioritize a connected delivery list between neighborhoods, schools, downtown, parks and community facilities.	City mobility lead	Parks, planning, schools, County and developers.	Mobility Master Plan; Parks & Recreation Master Plan	High	In progress	Prioritize in first 12 months; phase funded links through 2030.	Mobility and parks staff; accessibility and design expertise; delivery and maintenance budgets.	Agreed network priorities; crossings and land access; coordination with road and development projects.	Track completed accessible links and safe crossings; measure progress toward connected routes to priority destinations.
3.4 Test practical transport services for unmet local needs	Assess demand, service options and operating costs; decide whether a limited pilot has sufficient partners and funding.	City management designee	Transport providers, community organizations and regional partners.	Mobility Master Plan; regional service links to assess	Low	New proposal	Assess in months 6–18; pilot only after feasibility and funding decisions.	Demand and operating-cost assessment; pilot design; potential service budget.	Evidence of demand; willing operator and partners; accessible service model and confirmed pilot funding.	Document proceed/defer decision; if piloted, report use, cost per trip and access to essential destinations.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 25. Priorities, status, links and delivery details are proposed for staff confirmation.

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Pillar 4: Transform Downtown

Create a vibrant community-centered destination that celebrates Liberty Hill heritage

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
4.1 Deliver a downtown access and business continuity plan	Agree customer access, deliveries, parking information, temporary signage and merchant communications for each construction phase.	City downtown project lead	Engineering, merchants, property owners and contractors.	Downtown Master Plan; downtown construction projects	High	In progress	Before relevant construction; update throughout delivery.	Downtown and engineering staff; merchant liaison, signage and communications resources.	Construction schedules; contractor coordination; merchant agreement on access and delivery arrangements.	Access arrangements published before disruption; track access issues, resolution times and merchant feedback.
4.2 Preserve historic character and make building reuse practical	Inventory significant buildings and heritage assets; prepare compatible guidance and a practical reuse assistance pathway.	City planning / downtown lead	Property owners, heritage and arts partners, EDC.	Downtown Master Plan; UDC rewrite where relevant	Medium	New proposal	Inventory and guidance in first 12–18 months; ongoing support.	Heritage and design expertise; property-owner support; potential improvement assistance.	Asset inventory; owner participation; compatible guidance; assistance criteria and funding decisions.	Inventory and guidance completed; track reuse projects, retained heritage assets and changes in vacancy.
4.3 Develop a feasible civic and family gathering anchor	Use the downtown master planning process underway to evaluate shaded gathering space, play areas, local art and flexible community uses, including site, demand, capital and operating costs.	City downtown project lead	Parks, finance and community partners.	Downtown master planning underway	Medium	New proposal	Feasibility in first 12–18 months; delivery subject to decisions and funding.	Downtown, parks and finance staff; site and demand assessment; cost and operating analysis.	Master planning outcomes; site availability; agreed scope; partner commitments and capital and operating funding.	Options and lifecycle costs assessed; Council records a preferred option or deferral and a funding pathway.
4.4 Activate downtown throughout the year	Coordinate merchants, artists and community groups around a calendar of markets, public art, pop-ups and family activities.	City downtown / events lead	Merchants, artists and community organizations.	Downtown Master Plan; existing downtown events	Medium	Ongoing - refine or expand	Initial calendar within 6–12 months; review annually.	Events and communications staff; venues, programming support and sponsorship.	Merchant and community participation; access arrangements; calendar coordination and annual funding.	Track participation, merchant feedback, repeat visits and cost; adjust programming using results and resident input.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 28. Priorities, status, links and delivery details are proposed for staff confirmation.

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Pillar 5: Grow Local Experiences

Support a distinctive local economy and local businesses and community spaces

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
5.1 Establish a local business retention and growth program	Undertake structured business visits; identify recurring barriers and connect firms to EDC resources and follow-up support.	Economic Development Corporation	City staff and business partners.	Existing EDC resources and business support	High	Ongoing - refine or expand	Launch within 6–12 months; ongoing annual program.	EDC and City staff time; business outreach and case-management support.	Business participation; agreement on recurring barriers; available assistance and partner responses.	Track businesses engaged, barriers resolved, assistance provided and subsequent retention or expansion.
5.2 Connect business recruitment with local jobs and workforce pathways	Identify priority sectors and missing services; agree initial employer and training partnerships around local career opportunities.	Economic Development Corporation	Employers, schools and training providers.	EDC recruitment work; workforce partnerships to confirm	Medium	New proposal	Develop in first 12 months; phase partnerships through 2030.	Market and workforce analysis; EDC coordination; employer and training-provider capacity.	Employer demand; training-provider agreements; recruitment priorities and initiative-specific funding.	Track new pathways, participation, completions and local job placements; assess job quality using agreed measures.
5.3 Develop accessible community and recreation destinations	Assess service gaps and potential sites; prioritize feasible projects and shared-use or nonprofit partnerships.	City parks / recreation lead	Library, schools, nonprofits and landowners.	Parks & Recreation Master Plan; shared-use opportunities	Medium	New proposal	Needs and options in first 12–18 months; phase delivery through 2030.	Parks and recreation staff; needs assessment; site and lifecycle cost analysis.	Site access; partner agreements; project priorities; capital and ongoing operating funding.	Priorities and funding status published; track access, facility use and participation across neighborhoods and age groups.
5.4 Build a year-round program of distinctive local experiences	Coordinate existing traditions and test affordable activities that welcome different ages, neighborhoods and cultural backgrounds.	City events / community engagement lead	Businesses, arts and community groups.	Existing markets, arts and heritage events; downtown programming	Medium	Ongoing - refine or expand	Calendar within 6–12 months; annual review.	Events and engagement staff; venues, local partners and programming budget.	Partner availability; coordinated calendar; affordable participation arrangements and confirmed funding.	Track attendance, free or affordable options, participant feedback and connections between newer and longtime residents.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 31. Priorities, status, links and delivery details are proposed for staff confirmation.

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Pillar 6: Lead Together

Build a collaborative leadership model focused on vision trust and results

Action	Initial milestone	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
6.1 Create a public Strategic Plan delivery framework	Assign an accountable lead to each action; confirm first-year priorities, budget links, milestones and a shared reporting process.	City management	Department leads, finance, communications and delivery partners.	Department work programs; annual budgets; existing dashboard	High	New proposal	Set up in 0–3 months; first public update by month 6; quarterly thereafter.	Assigned implementation coordinator; department reporting time; dashboard support.	Management agreement on owners and priorities; staff capacity review; budget alignment and reporting process.	Every active priority has an owner, milestones and funding status; quarterly updates explain progress, delays and next steps.
6.2 Establish a strategic partnership roundtable with a shared delivery agenda	Agree participation and shared growth assumptions; publish an initial agenda of actions, owners, dependencies and unresolved issues.	City management convenor	County, TxDOT, schools, emergency services, utilities, EDC and civic partners.	Existing City and regional partner relationships; capital planning	High	New proposal	Convene within 3–6 months; meet on an agreed delivery cycle.	Convening, coordination and meeting support; technical staff participation.	Partner commitment; compatible growth assumptions; agreement on responsibilities and shared decisions.	Agreed actions and owners recorded; track resolved dependencies and alignment of partner investment schedules.
6.3 Broaden participation before priorities and projects are decided	Map participation gaps and schedule accessible engagement before major implementation decisions, using online and in-person channels.	City community engagement lead	Departments, schools, library and community representatives.	Existing engagement channels; Liberty Hill University	Medium	Ongoing - refine or expand	Design in 0–6 months; apply to annual priorities and major projects.	Engagement staff; accessible formats, outreach and trusted community venues.	Engagement scheduled before decisions; participation from relevant groups; project-owner follow-through.	Track who participates and how input changes options; publish feedback before final decisions where practicable.
6.4 Strengthen transparency and close the public feedback loop	Agree a communications process explaining options, tradeoffs, public input, decisions and changes to cost, timing or scope.	City communications lead	Management, department leads and project owners.	Existing City communications; project reporting	High	Ongoing - refine or expand	Protocol in 0–6 months; apply throughout implementation.	Communications staff; project reporting and plain-language content support.	Timely information from action owners and partners; agreed decision explanations and feedback process.	Major decisions include understandable explanations and feedback responses; track update timeliness and community understanding.

Source actions: Liberty Hill Strategic Plan 2030, October 2026 draft, p. 34. Priorities, status, links and delivery details are proposed for staff confirmation.

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Bold Ideas: Feasibility Assessment

These concepts are opportunities for feasibility assessment. They are not additional delivery commitments. Staff should consider them against existing workloads, project links and partner interest before assigning a start date.

All proposed priorities and statuses below require staff confirmation.

Concept	Suggested first step	Proposed lead	Partners	Related existing plan/project(s)	Priority	Current Status	Indicative timing	Resources	Dependencies	Proposed success measure
Pillar 1: Liberty Hill demonstration neighborhood	Assess a suitable site and partner interest; test housing, services, connections and natural-space outcomes against verified capacity.	City planning lead	Development and utility partners.	Comprehensive Plan; UDC rewrite	Low	New proposal	Staff to sequence after feasibility and capacity review.	Planning, development and design expertise; site feasibility and capacity assessment.	Site suitability, viable development model, capacity and agreed design measures.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.
Pillar 2: Water resilient neighborhood	Scope a monitored neighborhood pilot combining feasible conservation and water innovation measures.	City water / utility lead	Willing neighborhood and utility partners.	Water Master Plan; Pure Water LHTX	Medium	New proposal	Staff to sequence after feasibility and capacity review.	Utility expertise; pilot design, monitoring and participant support.	Technical suitability, participant agreement, identified pilot budget and baseline water use.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.
Pillar 3: Liberty Hill greenway spine	Assess route options linking downtown, City Park, schools and neighborhoods; identify a feasible first segment.	City mobility and parks leads	Landowners and regional partners.	Mobility Master Plan; Parks & Recreation Master Plan	Medium	New proposal	Staff to sequence after feasibility and capacity review.	Route and access assessment; mobility and parks design expertise.	Route continuity, access, property needs, environmental considerations and maintenance funding.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.
Pillar 4: Downtown living room	Build on downtown master planning underway to test community activities, markets and small performances in existing spaces before committing to a permanent gathering place.	City downtown project lead	Arts, business and community partners.	Downtown master planning underway; action 4.3	Medium	New proposal	Staff to sequence after feasibility and capacity review.	Downtown programming, design and feasibility expertise; pilot activity support.	Demonstrated use, viable site, capital funding and sustainable operating costs; coordinate with action 4.3.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.
Pillar 5: Network of community spaces	Identify candidate pocket parks and plazas and scope one partnership-led demonstration location.	City parks lead	Neighborhoods, artists, businesses and landowners.	Parks & Recreation Master Plan; public art and neighborhood partnerships	Medium	New proposal	Staff to sequence after feasibility and capacity review.	Parks and design staff; artist and community participation; demonstration budget.	Site agreement, equitable access, design, maintenance responsibility and a defined budget.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.
Pillar 6: Community solutions challenge	Define an annual theme, selection criteria, support arrangements and a modest funded pilot round.	City community engagement lead	Residents, students, businesses and civic partners.	Community engagement; action 6.3	Low	New proposal	Staff to sequence after feasibility and capacity review.	Assigned coordinator; technical support and a defined pilot budget.	Assigned coordinator, transparent selection, confirmed pilot funding and public evaluation.	Record feasibility findings and a proceed, revise or defer decision before committing to delivery.

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AGENDA ITEM 5.C

Discussion and consideration of possible action on a resolution awarding Solicitation S2026-005 and designating Frost Bank as the City's primary depository for an initial two-year term with up to three one-year renewals, and authorizing the City Manager to execute necessary documents.

City Council Meeting Date: October 28, 2026

Requested By: Josh Armstrong, Finance Director

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Resolution

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Resolution for Depository Services Agreement

AGENDA ITEM WORDING:

Discussion and consideration of possible action on a resolution awarding Solicitation S2026-005 and designating Frost Bank as the City's primary depository for an initial two-year term with up to three one-year renewals, and authorizing the City Manager to execute necessary documents.

EXECUTIVE / BACKGROUND SUMMARY:

The Primary Depository Services contract establishes the City's official banking relationship designating a financial institution to receive, hold, and manage City funds; process all payments and receipts; safeguard investments; and provide day-to-day treasury management services. This is one of the most foundational financial relationships the City maintains, touching virtually every dollar that flows in and out of City government. State law (Chapter 105, Texas Local Government Code) requires Texas municipalities to competitively solicit depository services and award contracts through a formal application process. The City is required to do this every five (5) years and this solicitation covers the contract period beginning October 28, 2026.

On June 10, 2026 the City of Liberty Hill issued a Request for Proposals RFP S2026-005, soliciting primary depository services for the City. The solicitation was done in accordance with Chapter 105 & 252 of the Texas Local Government Code. A Pre-Response Meeting was held on June 17, 2026 to offer potential Vendors an opportunity to meet City Staff and ask questions.

Applications were due on July 1, 2026. Submissions were received from BankUnited, Frontier Bank of Texas, Frost Bank, Horizon Bank, and Prosperity Bank. After a detailed evaluation and analysis of all applications, it was determined that, Frost Bank, provided the most advantageous application to serve as the City's Primary Depository Services provider.

Frost Bank will provide services previously unavailable to the City such as remote deposit, vendor payment support, and treasury management advisory services. Based on their application, they are expected to be a good business partner with the City to support our continued growth.

FISCAL NOTES / FINANCIAL IMPACT:

No funds are being requested with this agreement as accrued interest shall exceed all proposed fees.

SUGGESTED MOTION(S):

Optional. If provided, suggested motions should closely match the agenda item wording to support clear minute-taking.

RESPONSIBLE STAFF / FOLLOW-UP:

Josh Armstrong -Finance Director

Sara Werner – Controller

Kelly Wenzel – Purchasing Administrator

ATTACHMENTS:

Bank Agreement Resolution – Frost Bank

Frost Bank - Depository Agreement

Frost Bank - BNYM Third Party Custodian Agreement

Frost Bank - Security Agreement

Frost Bank- BNYM Schedule A Eligible Securities

CITY OF LIBERTY HILL

RESOLUTION NO. 2026-R _____

A RESOLUTION OF THE CITY OF LIBERTY HILL DESIGNATING FROST BANK AS THE CITY'S DEPOSITORY.

WHEREAS, pursuant to Texas Local Government Code Chapter 105, the City Council of the City of Liberty Hill, Texas ("City") is authorized to designate a financial institution to serve as the depository for the municipality's funds; and

WHEREAS, in accordance with statute, the City requested and received applications for depository services from financial institutions; and

WHEREAS, the City Council finds that selection of a bank depository is necessary for the financial transactions and operations of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

1. The City Council approves the selection of the depository as Frost Bank for a period beginning October 28, 2026 and ending September 30, 2031.

2. The City Council hereby approves and the City Manager is authorized to execute the Bank Depository Agreement, together with the exhibits and attachments thereto, described and contained in Attachment "A", attached here to and incorporated fully herein.

3. The meeting at which this Resolution 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.

4. This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED this, the 28th day of October 2026, by a vote of _____(ayes) to _____(nays) to _____(abstentions) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL:

_____

Mayor, Crystal Mancilla

ATTEST:

_____

Beatrice Canseco, City Secretary

ATTACHMENT “A”
DEPOSITORY AGREEMENT



BANK DEPOSITORY AGREEMENT

This depository agreement for public fund entities, together with the terms of the BANK's bid to serve as depository, a copy of which is attached hereto, if applicable (collectively, this "Agreement"), is made and entered into on the date last herein written by and between **[Government Entity]**, hereinafter called "DEPOSITOR," and FROST BANK, a Texas state bank, duly organized and authorized by law to do banking business in the State of Texas and now carrying on such business in said State (the "BANK").

1. Appointment of Depository and Term.

DEPOSITOR designates BANK as a depository for the period beginning **[Date]** and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts in the name of the DEPOSITOR, and such accounts shall be opened by the DEPOSITOR designating the accounts and making deposits therein and the BANK accepting said deposits. The term of this Agreement (the "Term") shall be **[contract term described in RFP/RFA]** as defined in the **[Government Entity]**'s Request for Proposal, unless the parties mutually agree to an extension of the Term of this Agreement if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, the DEPOSITOR will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of the DEPOSITOR in any and all matters of every kind arising under this Agreement, including, but not limited to, taking such actions as: (a) executing and delivering to BANK an electronic fund or funds transfer agreement (and any addenda thereto); (b) appointing and designating, from time to time, a person or persons authorized to request withdrawals, orders for payment, or transfers on behalf of DEPOSITOR in accordance with the electronic fund or funds transfer agreement and addenda; (c) making withdrawals or transfers by written instrument; and (d) delivering to BANK the DEPOSITOR's collateral policy and evidence of approval by the DEPOSITOR's governing body of (1) the collateral policy, (2) the CUSTODIAN (defined below), (3) this Agreement, and (4) the attached Security Agreement (defined below).

2. Establishment of Accounts.

DEPOSITOR shall deposit such of its funds as it may choose, and BANK shall receive such deposits as "Demand Deposits," Interest on Checking Accounts ("IOCs"), "Savings Accounts," Money Management Accounts ("MMAs"), and/or Certificates of Deposit ("CDs"), as designated by DEPOSITOR, and BANK shall hold said Demand Deposits, IOCs, Savings Accounts, MMAs, and/or CDs subject to payment in accordance with the terms of the particular deposit. BANK will allow, credit, and pay interest on such IOCs, Savings Accounts, MMAs, and/or CDs at a rate to be set by the BANK, with: (1) interest on IOCs and MMAs to be paid monthly as it accrues through the last day of each month; (2) interest on Savings Accounts to be paid quarterly as it accrues through the last day each quarter; and (3) interest on CDs to be paid at maturity. Interest on CDs shall be calculated for the exact number of days on the basis of a 365-day year. All BANK accounts or products listed above shall be in the name of Depositor with the designation of the fund or account in accordance with instructions of Depositor.

3. Depository Services; DEPOSITOR Records; Fees.

Subject to the provisions stated above and to the particular terms of Demand Deposits, MMAs, Savings Accounts, or IOCs, BANK shall pay on demand to the order of DEPOSITOR upon presentation of checks, drafts, or vouchers properly issued, all or any portion of said deposits now on deposit or to be deposited with said BANK, as long as collected funds are on deposit.

BANK statements, check images, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, and any other related documentation, or images thereof, shall be retained by BANK for a period of 7 years after the date of receipt of the items. To the extent permitted by law, BANK shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to DEPOSITOR accounts and transactions pursuant to this Agreement available at any reasonable time during the term of this Agreement, to DEPOSITOR and its designated representatives. To the extent permitted by law, DEPOSITOR shall have the right to examine, audit, inspect, or make copies of any of such documents.

To determine charges for services rendered, BANK utilizes the Bank Managed Rate [+ 0.__%], floating as an earnings credit rate on BANK'S account analysis system. This system is used to calculate BANK service charges. The BANK'S "Managed Rate" is set at the BANK'S sole discretion. BANK will calculate the earnings of the BANK and use those earnings to offset the cost to the DEPOSITOR of combined services rendered by BANK. For any amount of cost of services not offset by DEPOSITOR'S balances as described above, DEPOSITOR authorizes BANK to auto debit DEPOSITOR'S main account for any amounts due for cost of services. Any interest paid on IOCs, Savings Accounts, or MMAs is considered an expense on the account analysis statement.

4. Security of Funds; Acceptable Security; Appointment of CUSTODIAN; Increases in Collateral Amounts.

All funds on deposit with BANK to the credit of the DEPOSITOR (including Demand Deposits, IOCs, Savings Accounts, MMAs, and CDs) shall be secured pursuant to the BANK's "Security Agreement" or similar agreement (the "Security Agreement") and any agreement required by the CUSTODIAN (defined below), all of which are attached hereto.

DEPOSITOR and BANK, by execution of this Agreement, designate Federal Reserve Bank, Federal Home Loan Bank or The Bank of New York Mellon Trust Company, N.A. as the "CUSTODIAN," to hold collateral in an account maintained by CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by the CUSTODIAN to document such relationship.

DEPOSITOR recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for DEPOSITOR's funds deposited at any one Texas financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with BANK to the credit of the DEPOSITOR shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law (collectively, the "Acts"), and DEPOSITOR agrees and certifies that the collateral listed in Exhibit A to the Security Agreement shall be eligible to be used as collateral to secure DEPOSITOR's funds on deposit with the BANK. The market value of the collateral securing DEPOSITOR's funds must at all times equal or exceed 102% of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all DEPOSITOR's Demand Deposits, IOC's, Savings Accounts, MMA's and CDs, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by the BANK from a generally recognized pricing source.

When the need for collateral with the BANK is expected to increase on any given day or over a series of days, DEPOSITOR agrees to notify the BANK of such expected increase at least 1 business day prior to the expected date the additional deposits are expected to be received.

5. Delivery of Collateral to CUSTODIAN.

BANK already, or will immediately after the effective date of this Agreement, deliver to CUSTODIAN collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the uninsured funds (as described in Section 4 above) of DEPOSITOR deposited with BANK. Such collateral or substitute collateral (as discussed below), shall be kept and retained by CUSTODIAN in an account maintained in the name of BANK and subject to the control of DEPOSITOR pursuant to the terms of this Agreement and of the Security Agreement, so long as the depository relationship between DEPOSITOR and BANK shall exist, and after the termination or expiration of this Agreement so long as any portion of the deposits made by DEPOSITOR with BANK shall have not been properly paid out by BANK to DEPOSITOR or on its order. The BANK grants a security interest in such collateral to DEPOSITOR. The joint custody account at the Federal Reserve Bank, Federal Home Loan Bank or The Bank of New York Mellon Trust Company, N.A. will be held in the BANK's and DEPOSITOR's name.

6. Custodian Safekeeping Account.

The BANK shall cause CUSTODIAN to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a separate joint safekeeping account with the CUSTODIAN, the DEPOSITOR, and the BANK, to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with the CUSTODIAN.

7. Duties and Liabilities of CUSTODIAN.

It is distinctly understood by all the parties that the CUSTODIAN shall not be required to ascertain the amount of funds on deposit by the DEPOSITOR with BANK, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with the CUSTODIAN by BANK pursuant to this Agreement, and the CUSTODIAN is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of the securities delivered to Custodian, and for any negligence, gross negligence or willful misconduct of CUSTODIAN's own officers, agents, and employees.

8. Right of DEPOSITOR Upon BANK'S Breach of Duties Under Agreement or BANK'S Insolvency.

Should BANK fail at any time to pay immediately and satisfy upon proper presentation any check, draft, or voucher lawfully drawn upon any Demand Deposit, or fail at any time upon proper presentation or authorization to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any IOC, MMA, or Savings Account and the interest on such IOC, MMA, or Savings Account, or in case BANK becomes insolvent or in any manner breaches its contract with DEPOSITOR, it shall be the duty of the CUSTODIAN, upon the demand of DEPOSITOR (in DEPOSITOR's sole discretion, and supported by proper evidence of any of the above listed circumstances), to surrender the above-described collateral to DEPOSITOR. DEPOSITOR may, in accordance with the terms of this Depository Agreement and any applicable provisions of a Security Agreement, sell all or any part of such collateral, and out of the proceeds of such sale deduct for itself payment of all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by DEPOSITOR on account of such breach, failure or insolvency, accounting to BANK for the remainder, if any, of such proceeds or collateral remaining unsold.

9. Collateral Substitutions by BANK.

If BANK shall desire to sell or otherwise dispose of any one or more of such collateral so deposited with the CUSTODIAN, it may, with prior approval of DEPOSITOR, substitute for any one or more of such collateral other collateral of the same market value and of the character authorized in this Agreement, and

such right of substitution shall remain in full force and be exercised by BANK as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral deposited with the CUSTODIAN shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral so deposited with the CUSTODIAN is less than the Collateral Requirement, then in that event, BANK shall immediately deposit with the CUSTODIAN additional collateral as may be necessary to meet the Collateral Requirement.

BANK shall be entitled to income on collateral held by the CUSTODIAN, and the CUSTODIAN may dispose of such income as directed by BANK without approval of DEPOSITOR, to the extent such income is not needed to secure DEPOSITOR's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. Trust Receipts For Collateral; DEPOSITOR'S Right To Itemized List of Collateral.

BANK shall cause CUSTODIAN to promptly forward to DEPOSITOR trust receipts via regular mail, or will provide such trust receipts and reporting on the Nexen Internet service made available to DEPOSITOR, covering all such collateral held for DEPOSITOR by CUSTODIAN, including substitute collateral substituted in accordance with this Agreement. BANK shall also maintain records relating to all such collateral held for the benefit of DEPOSITOR. Upon written request of the DEPOSITOR, and if in accordance with the CUSTODIAN's agreement, the BANK shall request that the CUSTODIAN furnish as of any date requested a completely itemized list of collateral held as security for DEPOSITOR.

11. Collateral Value In Excess of Collateral Requirement.

If at any time the collateral held by the CUSTODIAN for the benefit of the DEPOSITOR has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of the BANK, confirmed by an authorized representative of the DEPOSITOR, the BANK may request withdrawal of a specified amount of collateral, the CUSTODIAN shall deliver this amount of collateral (and no more) to BANK, and the CUSTODIAN shall have no further liability for collateral so redelivered to BANK.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. Termination; Amendment of Agreement.

Either DEPOSITOR or BANK shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. The Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that DEPOSITOR may have at law or in equity, if BANK breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of BANK receiving notice of such breach or default from DEPOSITOR, then after expiration of such 30 day cure period, DEPOSITOR may terminate this Agreement and withdraw its funds by giving BANK written notice of termination and withdrawal. Both BANK and DEPOSITOR agree that among other items constituting default under this Agreement is a failure to maintain adequate collateral or adequate capital ratios (if applicable).

In the event that DEPOSITOR fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and DEPOSITOR does not cure such breach or default within 30 calendar days of DEPOSITOR receiving notice of such breach or default from BANK, then after expiration of such 30 calendar day cure period, BANK may terminate this Agreement by sending written notice to DEPOSITOR of BANK's decision to terminate. Upon receipt of such notice, DEPOSITOR shall make provisions for the immediate withdrawal of DEPOSITOR's funds from BANK.

This Agreement may be amended in a writing executed by both the DEPOSITOR and the BANK.

13. Post-Termination/Expiration Obligations.

When the relationship of DEPOSITOR and BANK shall have ceased to exist, and when BANK shall have properly paid out all deposits of DEPOSITOR, it shall be the duty of DEPOSITOR to give the CUSTODIAN a certificate to that effect. Upon CUSTODIAN's receipt of such certificate, the CUSTODIAN shall redeliver to BANK all collateral then in its possession belonging to BANK for the benefit of DEPOSITOR, and taking its receipt for such delivery. An order in writing presented to the CUSTODIAN by DEPOSITOR and a receipt for such collateral by BANK shall constitute a full and final release of the CUSTODIAN of all its duties and obligations under this Agreement, and the CUSTODIAN shall not have any liability of any kind whatsoever to both DEPOSITOR and BANK, except for any liability as set forth in Section 7 above where such liability arose while the collateral was in CUSTODIAN's control.

14. Representations and Warranties of the Parties.

The BANK represents and warrants that:

(a) the BANK is the sole legal and actual owner of the securities or of a beneficial interest in the securities utilized to collateralize deposits;

(b) BANK accounts are insured to the regulatory limits of the FDIC;

(c) this Agreement has been approved by the BANK's Board of Directors, and such approval is evidenced by a true and correct copy of the resolution of BANK's Board of Directors adopted at the meeting at which this Agreement was approved (attached to this Agreement and incorporated for all purposes), and further, such approval is reflected in the minutes of such meeting of the Board of Directors; and

(d) this Agreement is an official record of the BANK, and has been, and will continue to be, an official record of the BANK from the date of its approval by the BANK's Board of Directors.

The DEPOSITOR represents, warrants and promises that:

(a) the DEPOSITOR has complied with all applicable law governing the selection of a depository bank, that DEPOSITOR has full power and authority to enter into this Agreement, the Agreement is a valid and binding agreement enforceable against the DEPOSITOR pursuant to its terms, and does not and will not violate any statute or regulation applicable to DEPOSITOR;

(b) all acts, conditions, and things required to exist, happen, or to be performed on DEPOSITOR's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

(c) DEPOSITOR will comply with the terms of any other agreements it may have with BANK in connection with this Agreement.

15. Incorporation of Request For Proposal and Response; Conflicting Provisions.

The DEPOSITOR's Request for Proposal dated **[RFP Date; and RFP # (if available)** ("RFP"), and the BANK's response to the DEPOSITOR's Request For Proposal, dated **[Propsal Date]** ("Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFP and the Response, the provisions of the RFP control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and topics addressed in the Response and not addressed in this Agreement, the Response controls.

16. Liability of the Parties.

The BANK's and DEPOSITOR's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES**.

17. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. BANK and DEPOSITOR consent to the non-exclusive jurisdiction of a state or federal court situated in **Bexar** County, Texas, in connection with any dispute arising from or relating to this Agreement. BANK and DEPOSITOR irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. BANK and DEPOSITORY each irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

19. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the DEPOSITOR:
PRIMARY CONTACT, TITLE
ENTITY NAME
ENTITY ADDRESS
ENTITY CITY, STATE ZIP CODE
PRIMARY CONTACT EMAIL

If to BANK:
RM, TITLE
Frost Bank
RM ADDRESS
RM CITY, STATE ZIP CODE
RM EMAIL ADDRESS

20. Security Measures.

BANK and DEPOSITOR agree to implement and follow mutually agreeable and adequate measures to protect the privacy and security of DEPOSITOR's transactions and information, including communications and information held by DEPOSITORY or BANK, or transmitted between DEPOSITOR and BANK. These measures may set forth in various BANK service-specific agreements or documentation, and shall address such issues as: (1) signature and identity verification; (2) fraud detection, prevention and reporting; (3) security codes and similar controls; (4) transmittal procedures and prior and proper authorization of telecopy, telephone, electronic and other transactions; (5) e-commerce issues such as encryption, e-mail security, and website security; and (6) computer and other access controls. BANK shall provide DEPOSITOR with at least 30 days prior written notice of any changes or amendments to the Bank's security procedures, as described in this Section 20 and elsewhere in this Agreement or other BANK service-specific agreements or documents, unless such changes or amendments must, in BANK'S sole opinion and discretion, be made: (i) immediately in order to guard against or mitigate a risk of fraud or criminal activity; or (ii) immediately to comply with an order or directive from law enforcement, court of law or any other regulatory agency with authority over the BANK's activities and operations.

21. Assignment and Binding Effect; Amendment.

The DEPOSITOR may not assign all or any part of its rights or obligations under the Agreement without the BANK's prior express written consent, which may be withheld in the BANK's sole discretion. The BANK may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22. Third Party Service Providers.

In the normal course of its business, BANK may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. In the event that BANK engages such third party vendors or subcontractors, any contracts that BANK enters into with such third party vendors or subcontractors for the assistance in providing services under this Agreement shall contain necessary clauses requiring such third party vendors or subcontractors to comply with the provisions of this Agreement, including, but not limited to, levels of performance, service and data security. Any third party vendor or subcontractor used by BANK is an independent contractor and not the BANK's agent. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

23. Records, Reports and Audits.

BANK shall maintain separate, accurate and complete records relating to the DEPOSITOR's funds, the pledged securities and all transactions relating to the pledged securities. BANK will also take reasonable steps to insure that the CUSTODIAN shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. DEPOSITOR and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

IN WITNESS WHEREOF, the BANK and DEPOSITOR have caused this Agreement to be duly executed as of [Date].

BANK:

FROST BANK

ATTEST:

By:_____
Name:
Title:

_____
Name:
Title:

DEPOSITOR accepts and agrees as the [Date].

DEPOSITOR:

[Government Entity]

ATTEST:

By:_____
Name:
Title:

_____
Name:
Title:

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ by and among the _____ (the "Public Entity"), Frost Bank (the "Bank") and The Bank of New York Mellon Trust Company, N.A. (the "Custodian").

W I T N E S S E T H

WHEREAS, Public Entity desires to maintain or continue to maintain public deposits with Bank;

WHEREAS, Bank desires to obtain such deposits and to provide security therefor as required by applicable law, regulation or rule;

WHEREAS, Custodian agrees to provide safekeeping services and to hold any securities pledged by Bank in a custodial account established for the benefit of Public Entity as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by Public Entity, including any interest due thereon and any costs or expenses incurred by Public Entity and arising out of the collection of any deposits made with Bank, has deposited with Custodian certain investment property as identified by the parties on Schedule A, attached hereto, and as more fully described in the initial confirmation Trust Receipt of such deposit delivered by Custodian to Bank and Public Entity respectively (which investment property together with any additions thereto, substitutions therefor and the proceeds thereof, are hereinafter collectively referred to as "Collateral"), to be held by Custodian pursuant to the provisions hereof. Pursuant to the Texas Business and Commerce Code, as amended, Custodian shall act as a bailee or agent of Public Entity and, to the extent not inconsistent therewith, hold the Collateral as a securities intermediary (as such terms are defined in Chapter 8 of the Texas Business & Commerce Code, as amended, and in Chapter 2257 of the Texas Government Code, as amended) and in accordance with the provisions hereof. Bank hereby grants to Public Entity a pledge and security interest in and to such Collateral and shall deliver Collateral to Custodian in the manner prescribed in Section 2 of this Agreement.

(b) Subject to paragraph (c) below, Public Entity authorizes Custodian as its agent to approve substitutions of Collateral ("Substitute Collateral") supplied to Custodian by Bank for Collateral in the Account upon receipt of Written Instructions from Bank identifying the Collateral to be substituted. Such Written Instructions shall when received by Custodian be deemed Bank's representation and warranty, on which Custodian may rely without further inquiry, that (i) the Substitute Collateral constitutes Collateral that is eligible for deposit hereunder and (ii) has a Margin Value equal to or greater than the Margin Value of the Collateral to be substituted (each, an "Approved Substitution"). Following completion of each Approved Substitution Custodian shall update its records of the Account as soon as possible and issue a Trust Receipt to Public Entity in accordance with the requirements of paragraph (d) below.

(c) Custodian assumes no responsibility to determine or monitor whether or not any Collateral originally deposited hereunder or Substitute Collateral or additional Collateral hereafter deposited are eligible for deposit under applicable law, rule or regulation or whether the Market Value of the Collateral thereof meets the requirements of any law, rule or regulation applicable to the deposit hereunder. The determination of eligibility and whether the Market Value of the Collateral satisfies statutory or regulatory requirements will be the responsibility of Bank. Custodian shall be fully protected in relying on Written Instructions of either Bank or Public Entity directing Custodian to release any of the Collateral to Bank. To the extent of any conflict in the instructions of Public Entity and Bank, the instructions of Public Entity shall control and Bank shall hold Custodian harmless for acting in accordance with Public Entity's instructions.

(d) Custodian shall promptly issue a Trust Receipt to Public Entity on any Business Day on which Collateral is transferred to and from the Account. For the avoidance of doubt, it is understood and agreed that Trust Receipts may be combined to identify more than one transaction on any one Business Day and Custodian shall not be required to issue more than one Trust Receipt to Public Entity on any Business Day.

2. Custody of Collateral

(a) Bank and Public Entity hereby appoint Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement. Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Collateral as pledged by Bank to Public Entity. Collateral in the Account shall be kept separate and apart from the general assets of Custodian on Custodian's books and records. Subject to the terms hereof, Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, Public Entity. The parties agree that all securities held in the Account shall be treated as financial assets. For purposes of the Texas Business and Commerce Code, as amended, the security interest granted by Bank in the Collateral for the benefit of Public Entity is created, attaches, and is perfected for all purposes under Texas law from the time Custodian receives Collateral for deposit or credit to the Account and issues a Trust Receipt to Public Entity for such Collateral. The security interest of Public Entity in the Collateral and all Proceeds thereof shall terminate upon the transfer of such Collateral or Proceeds from the Account.

(b) The Bank and Public Entity agree that Collateral delivered to the Custodian for deposit in or credit to the Account may be in the form of credits to the accounts of Custodian at the Book-Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Public Entity or Custodian. The Bank and Public Entity hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book-Entry System and/or the Depositories all Collateral that may be deposited therein and to utilize the Book-Entry System and/or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Collateral that is not held in the Book-Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c)(i) Upon the initial and each subsequent deposit of Collateral and Proceeds into the Account (including but not limited to any deposit of Collateral as part of an Approved Substitution), Custodian shall promptly provide Public Entity with a Trust Receipt. Additional customized Account statements may be available upon mutual agreement of Public Entity and Custodian.

(ii) Public Entity agrees that it shall promptly review all Trust Receipts and Account statements delivered to it by Custodian and shall promptly advise Custodian and Bank by Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written Instruction identifying a specific concern with respect to a suspected error, failure or omission with respect to the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian and Bank shall work together to determine that such error, failure or omission actually occurred and Custodian shall notify Public Entity of its action concerning each such error, failure, or omission.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by Custodian.

(e) With respect to all Collateral held in the Account, Custodian by itself, or through the use of the Book-Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by Bank: (i) collect all income and other payments reflecting interest and principal on the Collateral in the Account and credit such amounts to the account of Bank; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of Collateral which, in the opinion of Custodian, is intended for the beneficial owner of the Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book-Entry System or Depository, all rights issued with respect to any Collateral held by Custodian hereunder; and (v) upon receipt of Written Instructions from Bank, Custodian will exchange Collateral held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights.

(f) Custodian agrees to file reports with the Comptroller of Public Accounts of the State of Texas (the "Comptroller") regarding the Collateral pledged to secure the Uninsured Deposits of Public Entity hereunder, as and when required by the Comptroller.

3. Events of Default

Subject to applicable law, rules and regulations, or regulatory authority and oversight, in the event Bank shall fail to pay Public Entity any amount of the Uninsured Deposits by Public Entity covered by this Agreement in accordance with the terms of such Deposit, or should Bank fail or suspend active operations, the Uninsured Deposits in such Bank shall become due and payable immediately and Public Entity shall have the right to unilaterally demand delivery of all the Collateral in the Account by Written Instructions to Custodian and to sell such securities at public or private sale. In the event of such sale, Public Entity, after deducting all legal expenses and other costs, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of Bank to Public Entity and shall return the surplus, if any, to Bank.

4. Representation and Warranties

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Bank in accordance with its terms;

(ii) it is the legal and actual owner, free and clear of all liens and claims, of all the Collateral pledged pursuant to this Agreement;

(iii) this Agreement was executed by an officer of Bank who was authorized by Bank's board of directors to do so and will at all times be maintained as an official record of Bank;

(iv) all Collateral held by Custodian hereunder are eligible to secure Public Entity's deposits at Bank under applicable statutes or regulations and the Market Value of the Collateral held by Custodian hereunder at all times meet the requirements of such statutes or regulations;

(v) Bank is a bank or trust company duly authorized to do business in the state where it is located;

(vi) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of Public Entity. Public Entity hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Public Entity in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Public Entity and this Agreement was executed by an officer of Public Entity duly authorized to do so;

(iii) it will not transfer, assign its interests in or the rights with respect to any Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;

(iv) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning Custodian

(a) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book-Entry System or any Depository. In no event shall Custodian be liable to Public Entity, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. Public Entity, to the extent permitted by law, and Bank agree, jointly and severally, to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur or which may be asserted against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Public Entity and Bank notwithstanding the termination of this Agreement.

(b) Custodian shall not be responsible for, or considered to be custodian of, any Collateral received by it for deposit in the Account until Custodian actually receives and collects such Collateral directly or by the final crediting of Custodian's account on the books of the Book-Entry System or the appropriate Depository. Custodian will be entitled to reverse any credits made on Public Entity's behalf where such credits have been previously made and the Collateral are not finally collected.

(c) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(d) Public Entity's and Bank's authorized officers and, if permitted by law, representatives of the Comptroller, upon reasonable notice, shall each have access to Custodian's books and records maintained with respect to Public Entity's and Bank's respective interests in the Account during Custodian's normal business hours. Upon the reasonable request of Public Entity, Bank or the Comptroller when applicable law permits, copies of any such books and records shall be provided by Custodian to the requesting party's authorized officer at the requesting party's expense.

(e) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties (including affiliates) whenever and on such terms and conditions as it deems necessary or appropriate. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Collateral for the benefit of Public Entity, (i) such third party will qualify as a "permitted institution" pursuant to Chapter 2257 of the Texas Government Code (the "Texas Public Funds Collateral Act"), (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Collateral with such third party, and (iii) records of the third party relating to such Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. If Custodian, as an accommodation to Bank or the Public Entity, agrees to provide information concerning Market Values, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to provide Market Values hereunder, and Bank and Public Entity agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military

disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances. Provided, however, that if Custodian cannot resume normal performance within thirty (30) days of the cessation of such "force majeure" event, in addition to the termination rights set forth in Section 6 of this Agreement, Bank and Public Entity may terminate this Agreement immediately and without early termination penalty, liquidated damages or other penalty.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate Public Entity's security interest in the Collateral in the Account. Upon termination hereof, Custodian shall follow such reasonable Written Instructions of Bank and Public Entity concerning the transfer of custody of Collateral, collateral records and other items. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) Public Entity and Bank each agree to furnish to Custodian a new Certificate substantially in the form of Exhibit A and Exhibit B, respectively, attached hereto in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, Custodian shall be fully protected in acting upon Written Instructions or signatures of the present Authorized Persons.

(b) Custodian shall be entitled to rely upon any Certificate or Written Instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered. Notwithstanding anything herein to the contrary, it is understood and agreed that regardless of the circumstances, Custodian shall accept and solely act upon Written Instructions.

(c) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to Custodian and shall be sufficiently given if sent to Custodian by regular mail to its offices at

c/o The Bank of New York Mellon
101 Barclay Street, 4th Floor
New York, NY 10286
Attention: GCS – Collateral Management

or at such other place as Custodian may from time to time designate in writing.

(d) Any notice or other instrument in writing authorized or required by this Agreement to be given to Bank shall be sufficiently given if sent to Bank by regular mail to its offices at

[Relationship Manager Name, Title]
Frost Bank
[Address]
[City, State Zip]
[Relationship Manager E-mail]

or at such other place as Bank may from time to time designate in writing.

(e) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Public Entity shall be sufficiently given if sent to Public Entity by regular mail to its offices at

[Contact Name, Title]
[Entity Name]
[Address]
[City, State Zip]
[Email]

or at such other offices as Public Entity may from time to time designate in writing.

(f) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(g) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(h) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(i) This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of laws principles thereof. In connection with any dispute arising hereunder, Bank, Public Entity and Custodian hereby consent to the non-exclusive jurisdiction of a state or federal court situated in the county in the State of Texas in which Public Entity maintains its principal office. Bank, Public Entity and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Public Entity and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8. Adjudication of Claims. Solely to the extent required or permitted under applicable law governing the operations of the Public Entity (including Tex. Civ. Prac. & Rem Code Ann. §101.001 et. seq. (the Texas Tort Claims Act) and Tex. Loc. Gov't Code Ann. §271.151 et. seq. (Adjudication of Claims Arising Under Written Contacts with Local Governmental Entities)), each party hereto irrevocably agrees not to claim or assert, for itself or its assets, immunity (sovereign or otherwise) from suit, execution, attachment (before or after judgment) or any other legal process arising out of this Agreement in respect of such party's obligations hereunder.

9. Compliance with Texas Government Code Section 2271.002. As required by Section 2271.002 of the Texas Government Code, Custodian hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

10. Compliance with Texas Government Code Section 2252.152. Pursuant to Section 2252.152 of the Texas Government Code, Custodian hereby verifies that it is not engaged in active business operations with Sudan, Iran or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

11. Definitions

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with Custodian for the benefit of Public Entity as secured party in accordance with this Agreement.

(b) "Authorized Person" shall be any officer of Public Entity or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Public Entity or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "A" for Public Entity or Exhibit "B" for Bank attached hereto as such exhibits may be amended from time to time.

(c) "Approved Substitution" shall have the meaning set forth in paragraph (e) of Section 1of this Agreement.

(d) "Book-Entry System" shall mean the Federal Reserve/Treasury Book-Entry System for receiving and delivering U.S. Government securities.

(e) "Business Day" shall mean any day on which Custodian and Bank are open for Business and on which the Book-Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate of Authorized Persons attached hereto as Exhibit "A" or Exhibit "B".

(g) "Comptroller" shall have the meaning set forth in paragraph (d) of Section 5 of this Agreement.

(g) "Depository" shall include the Depository Trust Company and any other securities depository and clearing agency (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(h) "Deposits" shall mean all deposits by Public Entity in Bank that are available for all uses generally permitted by Bank to Public Entity for actually and finally collected funds under Bank's account agreement or policies.

(i) "Market Value" shall mean, with respect to any Security held in the Account, the market value of such Security as made available to Custodian by a generally recognized source selected by Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by Custodian in its sole discretion based on information furnished to Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, Bank may provide Custodian with such Market Values.

(j) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA.

(k) "Public Entity" shall mean a state or a political or governmental entity, agency, instrumentality, or subdivision of the State of Texas, including a municipality, an institution of higher education, as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(l) "Substitute Collateral" shall have the meaning set forth in paragraph b of Section 1 of this Agreement.

(m) "Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the Collateral which is the subject of the transaction and state the Market Value thereof. Statements of account shall identify all Collateral in the Account, the Aggregate Margin Value thereof, and the applicable Collateral Requirement.

(n) "Uninsured Deposits" shall mean that portion of Public Entity's Deposits with Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(o) "Written Instruction(s)" shall mean written communications actually received by Custodian from an Authorized Person or from a person reasonably believed by Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[ENTITY NAME]

_____

By: _____

Title: _____

FROST BANK

_____

By: _____

Title: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

_____

By: _____

Title: _____

EXHIBIT A
CERTIFICATE OF AUTHORIZED PERSONS
(Public Entity - Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting [title] of the [entity] (the "Public Entity"), and further certifies that the following officers or employees of Public Entity have been duly authorized in conformity with Public Entity's [governing board] to deliver Written Instructions to The Bank of New York Mellon Trust Company, N.A. ("Custodian") pursuant to the Third Party Custodian Agreement between Public Entity, Frost Bank ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT B
CERTIFICATE OF AUTHORIZED PERSONS
(Bank- Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting **Executive Vice President of Frost Bank** (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon Trust Company, N.A. ("Custodian") pursuant to the Third Party Custodian Agreement between the Bank, the Public Entity, and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

By:_____

Name:_____

Title:_____

Date:_____



SECURITY AGREEMENT

FROST BANK, (the "Bank"), for valuable consideration, the receipt and sufficiency of which is acknowledged, grants a security interest in and a pledge and assignment of (a) any and all Eligible Collateral (as defined below) from time to time held by The Federal Reserve Bank ("FRB"), Federal Home Loan Bank ("FHLB") and/or The Bank of New York Mellon Trust Company, N.A. (the "Custodian"), identified on the Custodian's books as held for the account of the Depositor or jointly for the account of the Bank and the Depositor, together with (b) the products and proceeds of the foregoing and any substitutions or replacements thereof, whenever acquired and wherever located (the "Collateral") to **ENTITY NAME** (the "Depositor"), in order to secure the payment when due, of the Deposits (as defined below) pursuant to the depository agreement ("Depository Agreement") between the Bank and the Depositor, dated of even date with this security agreement (the "Agreement") :

1. Definitions. Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean the separate custodial account established with Custodian in the name of Bank and for the benefit and subject to the control of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by the Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 102% of Uninsured Deposits; provided, however, to the extent that mortgage-backed securities (declining principal balance) are used as Eligible Collateral, "Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 110% of Uninsured Deposits secured with such mortgage-backed securities.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under the Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with the collateral policy adopted and approved

by the governing body of Depositor) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by the Bank or the Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or the Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange, or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by the Bank or the Custodian at least once each month and when reasonably requested by the Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person by a computer, telex, telecopier, or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

2. <u>Security Requirement</u>.

(a) The Bank, to secure the timely payment of Uninsured Deposits made by Depositor, has deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt of such deposit delivered by Custodian to Bank and Depositor respectively. Pursuant to the Code, the Custodian shall act as a bailee or agent of the Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the Depository Agreement, and of any agreement entered into with the Custodian further governing the provision of Security by the Bank for Uninsured Deposits.

(b) (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.

(ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of the Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.

(iii) When additional Eligible Collateral is required to cover incremental Deposits, the Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.

(iv) Depositor agrees that, with respect to Eligible Collateral held with FHLB or FRB, as Custodian, Depositor authorizes Custodian as its agent to approve substitutions of Eligible Collateral ("Substitute Collateral") supplied to Custodian by Bank for Eligible Collateral in the Account upon receipt of Written Instructions from Bank identifying the Eligible Collateral to be substituted.

(c) For any changes made to the Eligible Collateral held in the Account due to releases, substitutions, or additions of Eligible Collateral, the Custodian shall update its records of the Account accordingly as soon as possible and promptly issue a Trust Receipt to the Depositor and the Bank.

(d) The Bank shall be entitled to income on Securities held by the Custodian in the Account, and the Custodian may dispose of such income as directed by Bank without approval of the Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3. **Custody of Securities.** The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral and Proceeds for the benefit of the Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of any Eligible Collateral or Proceeds to the Depositor and issues a Trust Receipt to the Depositor for such Eligible Collateral or Proceeds. The security interest of the Depositor in Securities and all Proceeds shall terminate upon the transfer of such Securities or Proceeds from the Account.

4. **Delivery of Securities.** Bank and Depositor agree that Securities and Proceeds delivered to or received by Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System. Bank and Depositor authorize Custodian on a continuous and ongoing basis to deposit in the Book Entry System all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System in connection with its performance under

this Agreement. Securities and Proceeds credited to the Account and deposited in the Book Entry System will be represented in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency, or representative capacity.

The Bank acknowledges that to the extent permitted by law, the records of the Bank and/or the Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by the Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any time during regular business hours of the Bank or the Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by the Custodian with the Comptroller when requested by the Comptroller.

5. Collection of Securities. If Depositor certifies in writing to Custodian that (a) Bank is in default under any underlying pledge or security agreement between Depositor and Bank, including the Depository Agreement and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may give Custodian and any appointed receiver Written Instructions to transfer the value of specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank, up to the amount that Depositor has in its depository account with Bank as of the date the Bank default occurs, to designated accounts of Depositor and to cease releasing to an account of Bank any Proceeds reflecting the interest and principal on Securities in the Account as provided in Section 2(d).

6. Representation and Warranties.

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) the Board of Directors of the Bank has authorized the Bank to enter into this Agreement, and such authorization is reflected in the approving resolution of the Bank's Board of Directors and in the minutes of the meeting of the Board of Directors at which this Agreement was approved, and this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;

(ii) this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of the Bank's charter documents, by-laws, or any agreement or instrument binding on the Bank or its property, or any statute or regulation applicable to the Bank;

(iii) the Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with the Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud the Bank's creditors;

(iv) a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of the Bank approving this Agreement and the minutes of the meeting of the Board of Directors at which this Agreement was approved, have been placed (and will be continuously maintained) in the official records of the Bank;

(v) the Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;

(vi) this Agreement was executed by an officer of Bank who was authorized by the Bank's Board of Directors to do so;

(vii) the Bank is a bank or trust company duly authorized to do business in the State of Texas; and

(viii) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) Representations of Depositor. Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, has been approved by the Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds of such Securities, except as permitted in Section 5 of this Agreement;

(v) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed;

(vi) Depositor will comply with the terms of any other agreements it may have with the Bank in connection with this Agreement; and

(vii) In the event Depositor requests any financial services from the Bank other than depository services, the Depositor shall provide the Bank with a copy of the Depositor's current investment policy.

7. **Continuing Agreement.** This Agreement shall continue and remain in full force and effect and shall be binding upon the Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to the Depositor or otherwise paid as instructed by the Depositor, and (b) the Depository Agreement is no longer in effect.

8. **Rights and Remedies of the Depositor.** The Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the Depository Agreement, and in any other agreement in effect between the Bank and the Depositor. The Depositor agrees to provide the Bank and the Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9. **Application of Proceeds by the Depositor.** In the event the Depositor requests that the Custodian and receiver sell or otherwise dispose of the Collateral in the course of exercising the remedies provided for in Section 5 above and in the Depository Agreement, any amounts held, realized, or received by the Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied by the Depositor first toward the payment of any costs and expenses incurred by the Depositor (a) in enforcing this Agreement, (b) in realizing on selling, disposing or protecting any Collateral and (c) in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the Deposits in such order or manner as the Depositor may elect. Any Collateral remaining after such application and after payment to the Depositor of all the Deposits in full shall be paid or delivered to the Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. **Notices.** Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the Depositor, at:	PRIMARY CONTACT, TITLE ENTITY NAME PRIMARY CONTACT ADDRESS CONTINUED PRIMARY CONTACT EMAIL
If to the Bank, at:	RM NAME, TITLE Frost Bank RM ADDRESS CONTINUED RM EMAIL

11. Miscellaneous.

(a) Updating Certificate of Authorized Persons. Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of Exhibit B, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of the Depositor.

(b) Invalidity; Severability. If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.

(c) Amendment. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

(d) Assignment and Binding Effect. The Depositor may not assign all or any part of its rights or obligations under the Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

(e) Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in **Bexar** County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank and Depositor each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(f) Liability of the Parties. The Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES**.

IN WITNESS WHEREOF, the Bank and Depositor have caused this Agreement to be duly executed as of the _____ day of _____, 20_____.

FROST BANK

By _____
Name: RM NAME
Title: RM TITLE

DEPOSITOR ACCEPTS AND AGREES

as of the _____ day of _____, 20_____.

ENTITY NAME

By _____
Name: SIGNER NAME
Title: SIGNER TITLE

EXHIBIT A
Schedule of Eligible Collateral

Eligible Collateral

All funds on deposit under the provisions of this agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following securities are approved as collateral for **ENTITY NAME** funds:

1. Obligations of the United States or its agencies and instrumentalities, or which are backed by the full faith and credit of the United States;

2. Direct obligations of this state or its agencies and instrumentalities;

3. Obligations of states, agencies, counties, cities, and other political subdivisions of this state or any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;

4. Obligations with which the principal and interest are unconditionally guaranteed or secured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities

5. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association.

6. Obligations of the Government National Mortgage Association.

7. Any obligation of an approved government agency which is considered to be an asset-backed, mortgage-backed, or pooled security.

EXHIBIT B
CERTIFICATE OF AUTHORIZED PERSONS
(Depositor)

The undersigned hereby certifies that he/she is the duly elected and acting **TITLE OF SIGNER TO EXHIBIT B** of **ENTITY NAME** (the "Depositor"), and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of the Depositor's governing body to deliver Written Instructions to **The Federal Reserve Bank, Federal Home Loan Bank and/or The Bank of New York Mellon Trust Company, N.A.** ("Custodian") pursuant to the Security Agreement between Depositor and the Bank dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

By:_____
SIGNER TO EXHIBIT B NAME
Title: SIGNER TO EXHBIT B TITLE

Date: _____

Schedule A
SCHEDULE OF ELIGIBLE COLLATERAL

Third Party Custodian Agreement (Collateralized Municipal Deposits) dated as of **Date**, among **Customer** ("Local Gov't"), **Frost Bank** ("Bank") and The Bank of New York Mellon Trust Company N.A. ("Custodian"),

	Yes/No	Margin
U.S. TREASURIES		
BILLS	Y	102%
BONDS	Y	102%
NOTES	Y	102%
STRIPS	Y	102%
SYNTHETIC TREASURIES	N	
(e.g.CATS,COUGRS,TIGRS)		
AGENCY DEBENTURES		
FAMC (Fed Agriculture Mtge Corp)	Y	102%
FCFAC (Farm Credit Finan. Asst.)	Y	102%
FFCB (Farm Credit System Banks)	Y	102%
FmHA (Farmers Home Admin.)	Y	102%
FHLB (Federal Home Loan Banks)	Y	102%
FHLMC (Federal Home Loan Mtge)	Y	102%
FICO (Financing Corporation)	Y	102%
FLBB (Federal Land Bank Bonds)	N	
FNMA (Federal Nat'l Mtge Corp)	Y	102%
REFCO (Resolution Funding Corp)	N	
SLMA (Student Loan Mtge Corp)	N	
TVA (Tennessee Valley Authority)	Y	102%
USPS (U.S. States Postal Service)	N	
AGENCY STRUCTURED NOTES	N	
INTERNATIONAL AGENCIES		
ADBB (Asian Development Bank)	N	
AFDB (African Development Bank)	N	
IADB (Inter-American Dev. Bank)	N	
IFCO (International Finance Corp)	N	
WLDB (World Bank)	N	

	Yes/No	Margin
GNMA		
TRUST RECEIPTS	N	
GNMA I/II-SINGLE FAMILY	Y	102%
GNMA I/II-OTHERS-FIXED RATE	Y	102%
GNMA I/II OTHERS-ADJUST. RATE	Y	102%
AGENCY MORTGAGE BACKS		
TRUST RECEIPTS	N	
PASS THROUGHS-FIXED RATE	Y	102%
PASS THROUGHS-ADJUST. RATE	Y	102%
MBS STRIPS (IO,PO,RECOMB)	N	
AGENCY REMICS/CMOS		
REMIC TYPES:		
RESIDUALS	N	
INVERSE IO FLOATERS	N	
IOETTES	N	
INTEREST ONLY (IO)	N	
PRINCIPAL ONLY (PO)	N	
INVERSE FLOATERS	N	
SUPER FLOATERS	N	
COMPANION FLOATERS	N	
SEQUENTIAL AND OTHER FLOATERS	Y	102%
PAC & OTHER SCHEDULED FLOATERS	Y	102%
Z BONDS	N	
COMPANION BONDS	N	
SEQUENTIAL BONDS	Y	102%
TAC BONDS	Y	102%
PAC & OTHER SCHEDULED BONDS	Y	102%
MUNICIPAL BOND		
MUNICIPAL BONDS **(≥ A)**	Y	102%
MUNICIPAL BONDS **(≤ BB+,Ba1,BB+)**	N	

PRIVATE LABELS CMOS	Yes/No	Margin
≥BBB-,Baa3,BBB-	N	
≤ BB+,Ba1,BB+	N	
CMO TYPES:		
RESIDUALS	N	
INVERSE IO FLOATERS	N	
IOETTES	N	
INTEREST ONLY (IO)	N	
PRINCIPAL ONLY (PO)	N	
INVERSE FLOATERS	N	
SUPER FLOATERS	N	
COMPANION FLOATERS	N	
SEQUENTIAL AND OTHER FLOATERS	N	
PAC & OTHER SCHEDULED FLOATERS	N	
Z BONDS	N	
COMPANION BONDS	N	
SEQUENTIAL BONDS	N	
TAC BONDS	N	
PAC & OTHER SCHEDULED BONDS	N	
ASSET BACKED SECURITIES		
ASSET BACKED SECURITIES **(≥BBB-,Baa3,BBB-)**	N	
ASSET BACKED SECURITIES **(≤ BB+,Ba1,BB+)**	N	
CORPORATES		
CORPORATE BOND **(≥BBB-,Baa3,BBB-)**	N	
CORPORATE BOND **(≤ BB+,Ba1,BB+)**	N	
MEDIUM-TERM NOTE **(≥BBB-,Baa3,BBB-)**	N	
MEDIUM-TERM NOTE **(≤ BB+,Ba1,BB+)**	N	
MONEY MARKETS		
COMMERCIAL PAPER **(≥A1/P1/F1)**	N	
COMMERCIAL PAPER **(≤A2/P2/F2)**	N	
BANKERS ACCEPTANCE	N	
CD (DOMESTIC & EURO)	N	
BANK NOTES	N	

BUYER ACKNOWLEDGES AND AGREES THAT IF A CLASS OF SECURITY CONTAINS NEW ISSUES OF SECURITIES, SUCH NEW ISSUES OF SECURITIES SHALL BE DEEMED TO BE ELIGIBLE COLLATERAL.

[LOCAL GOVERNMENT]

By:
Title:
Date:

[BANK]
FROST BANK

By:
Title:
Date:

ACCEPTED:
THE BANK OF NEW YORK MELLON TRUST COMPANY N.A.

By:
Title:
Date:

AGENDA ITEM 5.D

Discussion and consideration of possible action on a $290,000 construction proposal with G2 Construction Services (G2CSi) for downtown streetscape improvements, and authorizing the City Manager to execute necessary documents.

City Council Meeting Date: October 28, 2026

Requested By: Brandon Pritchett, Deputy City Manager

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Downtown Streetscape – G2 Construction

AGENDA ITEM WORDING:

Discussion and consideration of possible action on a $290,000 construction proposal with G2 Construction Services (G2CSi) for downtown streetscape improvements, and authorizing the City Manager to execute necessary documents.

EXECUTIVE / BACKGROUND SUMMARY:

In evaluating the downtown streetscape and in coordination with the Downtown Revitalization Committee (DRC), staff looked through the previous work that was completed in recent years that updated the streetscape of Main Street between Myrtle Lane and Grange Street. As part of this review, staff worked with the DRC to finalize the selection of planters to be installed along Main Street and also evaluated if there were other improvements that could be done in this block within downtown. After reviewing the previous plans that were constructed, evaluating the timing of the overhead electric relocation, and the ongoing maintenance of the current streetscape, staff reached out to a general contractor to develop a proposal to make modifications to the streetscape that were contemplated and accommodated in the original construction.

As part of this proposal, staff included lamp post street lighting on or near existing conduit stubs that were installed with the first phase of streetscape work completed. This street lighting is intended to match the existing façade of the sign poles that are located downtown while also allowing for future banners to be installed after more work is completed on the Downtown District project. As the existing block only has 1 streetlight that will be removed as part of the PEC pole relocation project, this lighting will provide for pathway lighting along the walking path. This proposal also includes updates to the areas that are currently overrun with vegetation to convert them to a "boardwalk" style area for potential future seating or tables to be utilized along the street in front of downtown businesses. This vegetation has recently started to become overgrown and can be a nuisance maintenance item. The installation of an elevated decking system (Bison Wood Tiles) will remove the ongoing maintenance of the area, but also allow space for the trees to remain and still be allowed to flourish. This work also will include irrigation stubs for the planters to be installed to

minimize ongoing watering needs and install drip irrigation at each of the planter locations. This also eliminates spray irrigation which is prone to excessive watering and water loss. Overall, the work is intended to bring a more cohesive streetscape to Main Street and ensure businesses can utilize the existing area without having to manage vegetation and allow for future potential uses outside of these downtown businesses.

G2CSi is a general contractor that utilizes a TIPS cooperative contract to ensure that the City complies with State procurement law and since the cooperative contract has already been negotiated to provide the best price, is the best price for the work. This cooperative contract also ensures that the City has adequate protection against any deficiencies in workmanship and material as their TIPS contract ensures that they are held accountable should there be any issues.

FISCAL NOTES / FINANCIAL IMPACT:

This project is planned to be split between the City's General Fund reserve fund balance ($160,000) and the Economic Development Corporation (EDC) reserve fund balance ($130,000).

SUGGESTED MOTION(S):

Approve a construction proposal with G2CSi in the amount of $290,000 for updates to downtown streetscaping and authorize the City Manager to execute necessary documents.

RESPONSIBLE STAFF / FOLLOW-UP:

After approval, staff will route the proposal for appropriate signatures, file all necessary bonding paperwork, and route for signature and Notice to Proceed. After which, a preliminary schedule will be developed based upon material lead times.

ATTACHMENTS:

Downtown streetscape update proposal – G2CSi

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

TIPS 241001
Proposal

9/17/2026

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Brandon Pritchett
Company: City of Liberty Hill
Phone:512-548-5550
Job Title: City of Liberty Downtown Streetscape and Lighting Upgrades Proposal
Job Locations: Main St. Liberty Hill, TX 78642

Scope of Work:

Concrete:
Demolition and pour back of sidewalk and curb openings for new pole light electrical runs.
Drill (4) 18" x 6' light pole bases. To include placement of hardware for light poles.
Saw cut asphalt as necessary to trench for power to pole lights.

Electrical:
Provide and install (4) new decorative light poles to designated areas. (Per conduit plan attached)
Uncover existing 2" conduit. Install In ground pull boxes at each pole location.
Trench to from pull box to all new light pole locations.
Install 1" PVC with #10 copper to feed new light poles.
Circuit for new light poles will come from existing power at the memorial park.
Backfill and compact trench.
Mount new light poles on new concrete bases.

Asphalt:
Prime tack the new pavement joints with ss/1 asphaltic tack and install 4" thick hot asphalt cement mix Type D.
The HMAC will be installed and compacted in (2) 2" thick layers.

Landscaping:
Demo and haul off all plant material and leave grade 2" below curb.
Replace (1) dead tree with new 45 gal replacement.

Irrigation:
Convert bubbler zone to drip for trees
Remove drip zones.
Install new zone for future planters. (Stub up)

IPE System:
Excavation and Prep for installation.
Compacted road base, course grade, leave 3" to 4" of flat substrate for pedestals.
Furnish Bison pedestals, shims and fastening kit.
Furnish Bison Ipe tiles/panels.
Set pedestals and Ipe. Cut at transitions, tree, drains, bricks and curbs.
To include traffic control, surface protection, and prevailing wage allowances.

Exclusions
Sales Taxes
Permit fees

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

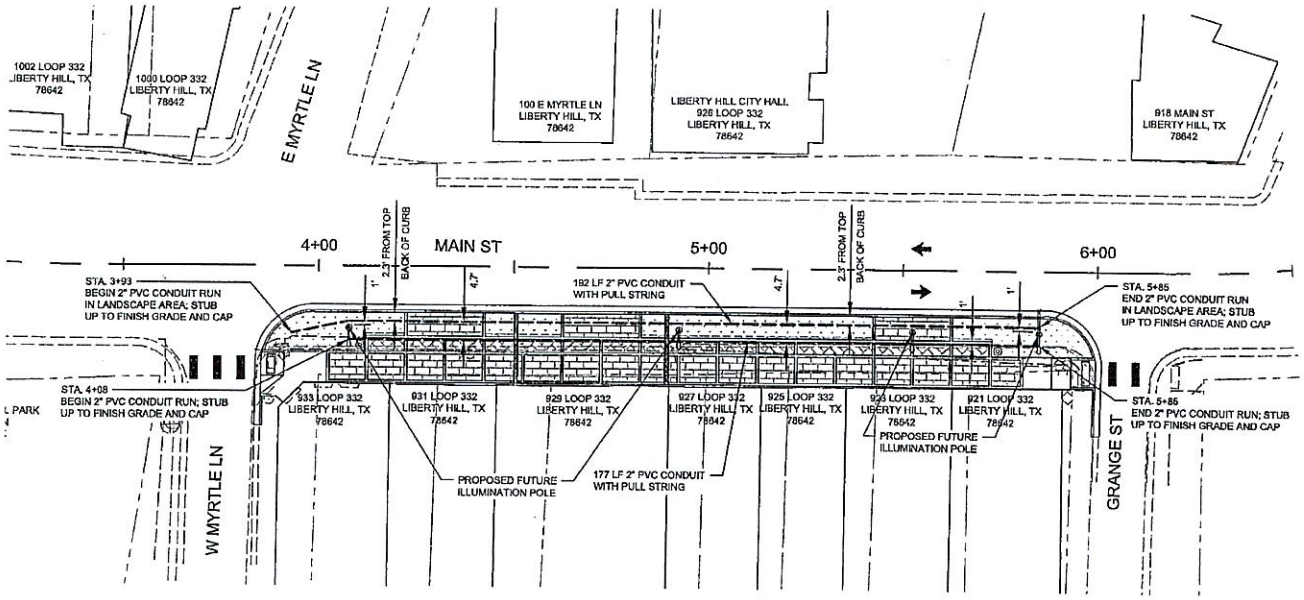
We propose hereby to furnish material and labor necessary to complete this project in accordance with the above specifications, for the sum of **290,000.00** Two hundred ninety thousand dollars and 00/100*****

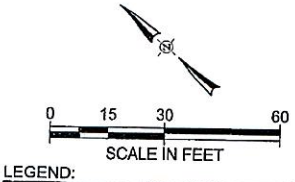
- All Compliance fees and bonds are included in the total.

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.





LEGEND:

- CENTERLINE
- RIGHT OF WAY
- BUILDING FACE
- EXISTING FEATURES
- FUTURE CONSTRUCTION
- BRICK PAVER - RED
- BRICK PAVER - BEIGE
- PLANTING AREA
- GRAVEL ROOT BARRIER
- PROPOSED TRASH BIN

NOTES:

1. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. IF CONFLICTS ARE ENCOUNTERED, OR ARE DIFFERENT IN THE FIELD THAN WHAT IS SHOWN, CONTRACTOR MUST NOTIFY ENGINEER IMMEDIATELY.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY TEMPORARY DRAINAGE DURING CONSTRUCTION. ANY TEMPORARY DRAINAGE OPERATIONS WILL BE REMOVED BY THE CONTRACTOR AS REQUIRED BY THE ENGINEER AT THE CONTRACTOR'S ENTIRE EXPENSE.
3. CONTRACTOR SHALL FURNISH AND INSTALL 2" CONDUIT FOR PEC POWER CONNECTION TO NEW LIGHT POLES. PROVIDE WITH NYLON PULL STRING.
4. STUB UP CONDUIT BEHIND LIGHT POLE FOR PEC POWER CONNECTION.
5. PROVIDE WITH (2) 2" CONDUIT SLEEVE WITH PULL STRINGS. EXTEND THE CONDUIT THREE FEET INTO NEAREST GREEN AREA AND STUB INTO PULL BOX, INSIDE BUILDING, EXTEND TO PLENUM SPACE.

CITY OF LIBERTY HILL
MAIN STREET STREETSCAPE
PLAN - PHASE 1
LIBERTY HILL, TEXAS

LIBERTY HILL

halff
8130 BOUTHWEST PKWY., SUITE 140
AUSTIN, TEXAS 78735

REVISION NO.	DATE	DESCRIPTION

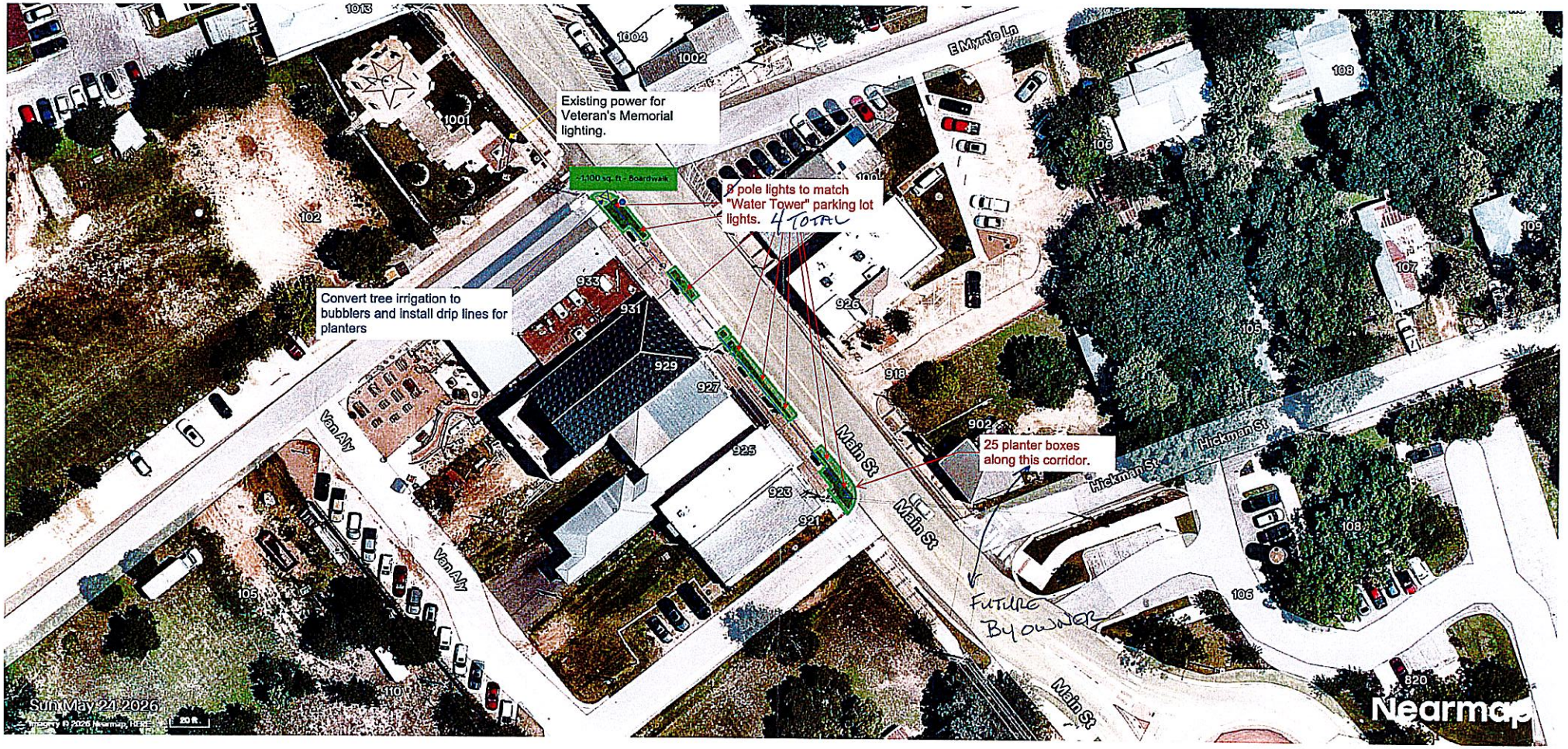
STATE OF TEXAS
JULIA KATE PHIPPS
148052
LICENSED PROFESSIONAL ENGINEER

PROJECT NO.:	54085.002
ISSUED:	10/31/2024
DRAWN BY:	AJ
CHECKED BY:	JP
SCALE:	1" = 30'

SHEET TITLE:
FUTURE ILLUMINATION CONDUIT LAYOUT

34

FILE NAME: A:\54085\054085002\PW\CADD\Sheets\C-ROAD-PLAN-CONDUIT PLAN-54252-002.dwg DATE: November 1, 2024, TIME: 10:56 AM, USER: ehicks


Existing power for Veteran's Memorial lighting.
~1,100 sq. ft. - Boardwalk
8 pole lights to match "Water Tower" parking lot lights. 4 TOTAL
Convert tree irrigation to bubblers and install drip lines for planters
25 planter boxes along this corridor.
FUTURE By OWNER
E Myrtle Ln
Van Ahy
Main St
Hickman St
1013
1004
1002
1001
102
933
931
929
927
925
923
921
926
918
902
106
108
109
107
105
110
820
Sun May 24 2026
Nearmap

AGENDA ITEM 5.E

Discussion and consideration of possible action on a $330,000 proposal from G2 Construction Services for City Park basketball court, landscaping, and irrigation improvements, and authorizing the City Manager to execute necessary documents.

City Council Meeting Date: October 28, 2026

Requested By: Richard Fibish, Parks and Recreation Director

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Discussion

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discussion and consideration of possible action on City Park improvements.

AGENDA ITEM WORDING:

Discussion and consideration of possible action on a $330,000 proposal from G2 Construction Services for City Park basketball court, landscaping, and irrigation improvements, and authorizing the City Manager to execute necessary documents.

EXECUTIVE / BACKGROUND SUMMARY:

As part of the FY2027 budget, Council approved funding for park and aquatic facility improvements. Staff proposes implementing these improvements in two phases. This agenda item addresses Phase One: City Park basketball court rehabilitation and associated pedestrian, landscaping, and irrigation improvements, through a $330,000 proposal from G2 Construction Services.

The existing City Park basketball court and surrounding amenities need rehabilitation to improve safety, usability, accessibility, and the visitor experience. Phase One addresses the court surface and basketball equipment while improving pedestrian access, lighting, drinking water amenities, and landscaping around the court.

The $265,000 basketball court and associated park improvement portion includes:

- **Court rehabilitation:** Removal of the existing surface finish, cleaning and repair of cracks, leveling, resurfacing, and painting and striping of the approximately 100-foot-by-60-foot court.
- **Basketball equipment:** Installation of two Porter Ultimate Outdoor Basketball Systems with protective post pads.
- **Pedestrian and concrete improvements:** Approximately 465 linear feet of six-foot-wide sidewalk to replace existing decomposed granite trails, a perimeter concrete curb, and concrete work supporting the fencing, drinking fountain, and sports lighting.
- **Court fencing:** Approximately 328 linear feet of eight-foot-high, black vinyl-coated chain-link fencing with a pedestrian access gate.

- **Drinking water amenities:** Installation of an outdoor filtered drinking fountain and bottle filler, including a concrete pad and necessary utility connections.
- **Sports lighting:** Electrical service extended from the existing pavilion, trenching and conduit, lighting controls, and a 30-foot sports-light pole with two LED fixtures to support evening court use.

The $65,000 landscaping and irrigation portion includes the installation of a quantity of thirty 45-gallon trees adjacent to the new sidewalk, including planting, staking, mulch, and a one-year warranty. The proposed tree species include six (6) Shumard Red Oaks, six (6) Live Oaks, six (6) Bur Oaks, six (6) Cedar Elms, and six (6) Bigtooth Maples. All tree selections and installations shall comply with the City of Liberty Hill's Unified Development Code (UDC), including Section 6.07.04, Preferred Tree List. Any substitutions due to availability, site suitability, or other considerations shall require prior City approval, maintain the total quantity of 30 trees, and comply with applicable UDC requirements.

A dedicated irrigation system utilizing City private non-potable water will include bubbler zones, backflow protection, a controller, master valve, rain sensor, wiring, mainline, design, permitting, and a one-year warranty.

G2 Construction Services submitted its revised proposal dated October 7, 2026, for a total of $330,000, including compliance fees and bonds. Funding will consist of $265,000 from the General Fund and $65,000 from the Tree Mitigation Fund for the tree planting and irrigation portion which are both allocated in the FY2027 budget.

To accomplish Phase One, staff intends to utilize the one-time funding allocated in the FY2027 budget for Parks and Recreation projects.

Phase Two will be brought to Council later this year for separate consideration. It will address aquatic facility improvements, including the City Park Pool Pump Room Commercial Filtration System Upgrade; City Park Pool Pump Room Heater and Electrical Upgrade; Wetzel UV full recirculation setup; and installation of liquid chemical injection systems at the Swim Center to replace the current tablet-fed systems. Staff will present the proposed scope, costs, and funding recommendations with that future agenda item. Phase Two costs are not included in the current $330,000 proposal.

Staff recommends approval of the G2 Construction Services proposal, and authorization for the City Manager to execute the required documents. These actions will allow staff to finalize scheduling and proceed with Phase One construction.

FISCAL NOTES / FINANCIAL IMPACT:

The total proposed expenditure for Phase One is $330,000, including compliance fees and bonds. Funding will consist of:

- General Fund — $265,000: Basketball court rehabilitation, basketball equipment, sidewalks and concrete improvements, fencing, drinking fountain, and sports lighting.
- Tree Mitigation Fund — $65,000: Installation of 30 trees and a dedicated irrigation system, subject to verification of eligible expenditures under applicable City ordinances and regulations.

As part of the Council-approved FY2027 budget, funding was allocated for park infrastructure, improvements, and maintenance. To accomplish Phase One, staff intends to utilize $265,000 that is allocated within the budget for park improvements and remain within budget for Phase Two projects later this year while also utilizing the City's Tree Mitigation Funds (budgeted $100,000) for additional tree planting.

Phase Two aquatic facility improvements are excluded from the current $330,000 proposal and will be presented to Council separately with associated costs and funding recommendations.

SUGGESTED MOTION(S):

I move to approve the $330,000 G2 Construction Services proposal for Phase One City Park basketball court, landscaping, and irrigation improvements, and authorize the City Manager to execute necessary documentation.

RESPONSIBLE STAFF / FOLLOW-UP:

Richard Fibish, Parks and Recreation Director, will coordinate the final project scope, tree selection consistent with City standards, scheduling, construction oversight, and project closeout.

Following Council approval, staff will coordinate with G2 Construction Services to finalize scheduling and proceed with Phase One. Staff will also prepare the Phase Two aquatic facility improvements for Council consideration later this year, including proposed scope, costs, and funding recommendations.

ATTACHMENTS:

G2 Construction proposal will be included with the final agenda packet.

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

TIPS 241001
Proposal

10/07/2026

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Richard Fibish
Company: City of Liberty Hill
Phone:512-548-5532
Job Title: City of Liberty Parks Improvements Proposal
Job Locations: City Park 255 CR 200 & Wetzel Park 821 Main Street Liberty Hill, TX 78642

City Park Scope of Work:

Concrete:
465 LF of 6' sidewalk installed.
12" x 12" perimeter curb installed around existing basketball court. (Concrete will encapsulate new fence post)
Lighting pole footing. (1) 18' by 5' deep pier, 2' above grade.

Basketball Court:
Remove the existing surface/finish from basketball court, clean, and repair any cracks and level the court no more than a ¼"
Resurface basketball court 100' x 60', includes stripe painting.
Provide and install (6) benches M82042
Provide and install a Modern Shade full cantilever hop 16'7" x 23'10" H 10' bolt down, Piers to be 30" x 10' w/9 #5 verticals, and #3 rings at 12" OC.
Provide and install (2) Ultimate Outdoor Basketball System -Porter, with 6' post pads.
Sealed engineering drawings.

Basketball Fencing and Gate:
Furnish and install 328 LF of 8' black vinyl coated chain link fence and (1) 4'W manual single swing gate at basketball court.
2" 9 GA KK Fused and Bonded Mesh
1-5/8" SS40 top, middle and bottom rails
2-3/8" SS40 line post, set in 36" of concrete spaced 10' OC
2-7/8" SS40 terminal post set in 36" 0f concrete

Outdoor Drinking Fountain:
Provide and install (1) Global Industrial outdoor drinking fountain & bottle filler with filter (Rotocast granite finish model# WB603601F)
Pour 2' x 2' concrete pad for optimal stability to place fountain.

Electrical:
Trench from pavilion panel to basketball court to power new water fountain and sport light pole
Install 1" PVC with 3 #6, 1 # 10 ground for pole light and water fountain circuits
Provide and install contactors and time clock at pavilion to control sport light
Install 30' steel square pole with (2) LED lights at basketball court

Landscaping:
Plant (30) 45-gallon trees parallel to new sidewalk
(6) Shumard Red Oaks
(6) Live Oaks
(6) Bur Oaks
(6) Cedar Elm
(6) Big Tooth Maples

G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

To include tree planting pit, haul off, delivery, labor, staking, mulch

- Note: Pricing is not expected to change, but an increase may result due to shipping and availability of Big Tooth Maples.

(1) Year warranty

Irrigation:
Install new irrigation system for new trees using city water
3 x 1.5 bubbler zones
To include cross connection, backflow, controller, master valve, rain sensor, wire mainline, design, permit and (1) year warranty

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Exclusions
Sales Taxes
Permit fees

We propose hereby to furnish material and labor necessary to complete this project in accordance with the above specifications, for the sum of **330,000.00** Three hundred thirty thousand dollars and 00/100*****

- All Compliance and bond fees are included in the total.
- Due to current market conditions this price is good for 45 days.

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

AGENDA ITEM 5.F

Discussion to transition to a Winter Quarter Average methodology for sewer and wastewater rates and to begin winter data collection.

City Council Meeting Date: October 28, 2026

Requested By: Finance Department

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Discussion

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discussion to move to Winter Quarter Average for Sewer and Wastewater rates and begin winter data collection.

AGENDA ITEM WORDING:

Discussion to transition to a Winter Quarter Average methodology for sewer and wastewater rates and to begin winter data collection.

EXECUTIVE / BACKGROUND SUMMARY:

Council has expressed interest in moving to a winter quarter average for sewer and wasterwater. Winter Quarter Averaging is a method utilities use to estimate how much wastewater a household sends to the sewer, without needing a separate sewer meter and sets a customer's sewer charge for the year based on their average water use during the winter months.

Winter water consumption is a reasonable estimate of the volume that actually reaches the sewer. In summer, much of the water never enters the sewer system, so billing sewer fees on total summer consumption would overcharge irrigators.

If council would like to proceed, this would allow staff to finalize the messaging for resident and sewer customers about the change and allow preparation for the measurement period this upcoming winter between the dates of November 15, 2026 through February 15, 2027. The new average would be based on the measurement period using 3 of the 4 months.

FISCAL NOTES / FINANCIAL IMPACT:

The draft documentation provided as part of the discussion identifies an "equivalent" consumption rate compared to our current rate based on the LUE. During the measurement period, the final rate study will be completed and will use the new "equivalent" rase as the beginning point for the next five-year period.

RESPONSIBLE STAFF / FOLLOW-UP:

Finance department will follow-up with next steps.

ATTACHMENTS:

Liberty_Hill_Winter_Averaging_Memo_Draft_Sent_2026-10-01.pdf

NewGen Strategies & Solutions

275 W. Campbell Rd.
Suite 450
Richardson, TX 75080
Phone: (972) 680-2000

Draft Memorandum

To: Mr. Josh Armstrong, Finance Director
City of Liberty Hill, TX

From: Mr. Matthew Garrett, Partner
NewGen Strategies and Solutions, LLC

Date: October 1, 2026

Re: Winter Averaging Methodology for Residential Wastewater Billing

Key Points

- The City of Liberty Hill ("the City") currently charges residential wastewater customers a flat $70.98 per month. This memo evaluates winter averaging, which would base each household's charge on its average water use over winter months (November through February).
- Winter water use is a common proxy for indoor use, which enters the sanitary sewer, as it excludes outdoor use such as irrigation. Winter averaging is arguably more equitable than a flat fee because it reflects each household's relative demand on the sanitary sewer system, and gives households some control over their wastewater bills.
- NewGen reviewed a sample of the City's billing data from August 2025 to July 2026 that included all accounts with volumes recorded in each month from November 2025 through February 2026. From this, minimum and volumetric charge combinations were identified (based on winter average volumes) that would recover the same annual residential wastewater revenue as the current flat rate from the sample accounts.
- The revenue-neutral volumetric rate would depend on the minimum monthly charge. With an illustrative $45.00 minimum charge (including the first 2,000 gallons of water use), a volumetric rate of $10.59 per 1,000 gallons would be applied to each account's winter average above 2,000 gallons. Under this rate structure, it is estimated that 62% of the sample accounts would see lower wastewater bills than at present, while 38% would have higher bills.
- To inform the potential level at which minimum monthly charges could be set, Liberty Hill's residential wastewater rates were compared to those of twelve other cities. Among these comparators, minimum monthly wastewater charges range from $13.70 to $67.56 (average $34.23). Among the eight cities that use winter averaging, the range is $14.58 to $65.00 (average $30.37). The minimum charges considered in this memo ($30 to $50) fall within this range.

Introduction

Both water and sewer (wastewater) rate designs are reviewed and amended as part of the utility rate review process. The typical structures for both water and sewer rates include a base or minimum charge, plus a volumetric charge per thousand gallons based on usage. While metered water usage is readily available for all (metered) water accounts, wastewater flows are seldom metered. Therefore, billable

wastewater flows are typically based on some factor of water flows. The factor or methodology used to determine billable wastewater units is related to the assumed portion of water usage that is returned to the sanitary sewer system for treatment. Specifically, water used for outdoor irrigation and car washing is not returned to the sanitary sewer system for treatment and thus may be excluded from sewer billing.

Non-residential accounts with high volumes of irrigation usage often install separate irrigation only meters which isolates their water usage to non-irrigation purposes. Thus, for non-residential accounts (other than irrigation only meters), it is customary to base wastewater flows on 100% of metered water consumption.

The metered water usage for residential accounts generally includes outdoor irrigation usage as well as indoor or "domestic" usage. Winter averaging is a common methodology employed to bill residential sewer accounts only for the estimated domestic water returned to the sanitary sewer system. The methodology currently employed by the City of Liberty Hill (the City) applies a flat monthly rate to all residential customers, which does not attempt to reverse out any outdoor water usage nor tie to the water usage volumes specific to each customer. For the purpose of this memorandum, the City's current methodology and that of winter averaging will be compared and explained in the following sections. A regional bill comparison of residential wastewater rates charged by comparable Texas cities is also presented to inform the selection of a minimum charge.

Current Basis – Flat Monthly Residential Sewer Charge

The City currently bills residential wastewater customers a flat monthly charge that does not vary with water usage. Under the City's current rates (effective June 2026), Residential Inside City wastewater customers are charged $70.98 per month. Because the charge is flat, no wastewater volumes are recorded in the City's utility billing system, and every residential account within the rate class pays the same monthly amount regardless of how much water it uses or returns to the sanitary sewer system. While a flat charge is simple to administer and provides stable, predictable revenue, it results in low-volume households paying the same amount as high-volume households and provides no price signal related to the volume of wastewater contributed to the system.

Winter Averaging Defined

Employment of the winter average methodology, sometimes referred to as the winter quarter average (WQA), bases each residential account's monthly sewer billing units on that account's average water usage during selected winter months. Utilization of winter water consumption assumes that during the winter months these accounts have little to no outdoor water usage, as most irrigation occurs during the spring through autumn months. The methodology further assumes that this "winter average" usage is representative of the account's domestic (indoor) usage throughout the year, and that the increased water usage seen in other months is primarily due to discretionary water usage that is not returned to the sanitary sewer system. This process is a common residential sewer billing procedure for cities in Texas and throughout the United States and is further backed by the American Water Works Association set of industry standards.

Winter Averaging Process and Initial Analysis

To determine the potential impact of converting to a winter average method for billing residential accounts for wastewater services, the Project Team analyzed the City's utility billing data from August

2025 through July 2026 for Residential Inside City accounts. Because the City does not record wastewater volumes, each account's metered water usage was used, and the winter average was calculated as the average of each account's usage during November, December, January, and February. Accounts that receive water service from another provider, such as the City of Georgetown or the City of Leander, and accounts classified inconsistently between water and wastewater services (for example, charged commercial water rates but residential wastewater rates) were excluded, as a winter average could not be reliably established. The resulting data set includes 1,506 distinct accounts, of which 1,093 accounts have a complete winter average period, which is approximately 72.6% of Residential Inside City wastewater accounts. Only accounts with a complete winter average period are included in the analysis that follows.

To arrive at a revenue neutral charge for the winter average comparison, the Project Team first totaled the revenue billed under the current flat rate of $70.98 per month, which would be $907,124 over a twelve-month period. This revenue reflects historical billing determinants (the number of accounts and metered water usage recorded from August 2025 through July 2026) applied to the current rate; no adjustments were made for customer growth, changes in usage patterns, or rate changes. The next step was to select discrete monthly minimum charges, assumed to include the first 2,000 gallons of usage, with which to calculate the volumetric rate that would deliver the same annual revenue.

The following table presents combinations of minimum and volumetric charges for the winter averaging methodology that result in the same rate-based revenue generated under the current flat rate structure:

Table 1:
Minimum and Volumetric Charge Combinations that Recover Current Residential Inside City Revenue

Minimum Charge, $/mo. (incl. 2,000 gal.)	Volumetric Charge, $/kgal (over 2,000 gal.)
$ 30.00	$ 16.71
35.00	14.67
40.00	12.63
45.00	10.59
50.00	8.55
70.98*	-

*Current flat monthly charge. Volumetric charges are rounded to the nearest cent.

Calculations of the estimated annual revenue for the Residential Inside City rate class are presented below, comparing the existing flat rate structure to an illustrative winter averaging structure with a $45.00 minimum charge:

Table 2:
Revenue Comparison – Residential Inside City

	Current Flat Rate	Winter Average (Illustrative)
Billing Determinants *		
Accounts Analyzed, #	1,093	1,093
Monthly Bills**, #	12,780	12,780
Rates		
Minimum, $/mo.	$ 70.98	$ 45.00
Gallons Included in Minimum	N/A	2,000
Volumetric, $/kgal	$ -	$ 10.59
Revenue		
Minimum Charge Revenue, $/yr.	$ 907,124	$ 575,100
Volumetric Revenue, $/yr.	$ -	$ 332,024
Revenue, $/mo.	**$ 75,594**	**$ 75,594**
Revenue, $/yr.	**$ 907,124**	**$ 907,124**

* Values above are based on City utility billing data from 08/2025 to 07/2026 for Residential Inside City accounts, adjusted to exclude accounts without a complete winter average period and accounts where water service is not provided by City of Liberty Hill. Revenue is calculated using the unrounded volumetric charge.

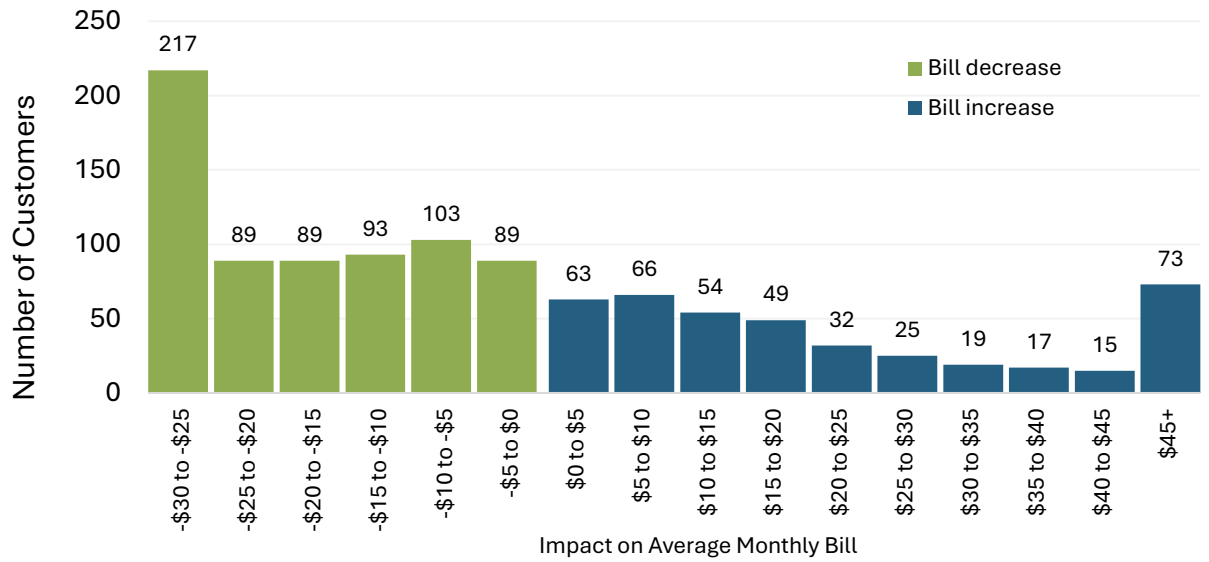
** Total monthly bills analyzed include partial-year accounts.

Summary of Projected Impact on Customer Bills

Residential ratepayers will not be uniformly impacted by a change in the wastewater billing methodology. Accounts with consistently greater winter water usage will see the greatest increase in their bills. Based on the illustrative $45.00 minimum charge and $10.59 per 1,000 gallon volumetric charge, the implementation of the winter average methodology would lower the monthly wastewater bill for accounts with a winter average of approximately 4,453 gallons or less, and increase the monthly bill for accounts with greater winter averages.

As shown in Figure 1, approximately 62% of the accounts analyzed (680 accounts) would see a lower average monthly bill, while approximately 38% (413 accounts) would see a higher average monthly bill. The maximum bill decrease is $25.98 per month, realized by the 203 accounts (approximately 19%) with winter averages at or below the 2,000 gallons included in the minimum charge. Approximately 14% of accounts would see their average monthly bill change by no more than $5.00 in either direction, and approximately 55% would see a change of no more than $20.00 in either direction. Conversely, 73 accounts (approximately 7%) with the highest winter usage would see increases of $45.00 or more per month.

Figure 1:
Distribution of Average Monthly Bill Impacts – Residential Inside City ($45.00 Minimum)



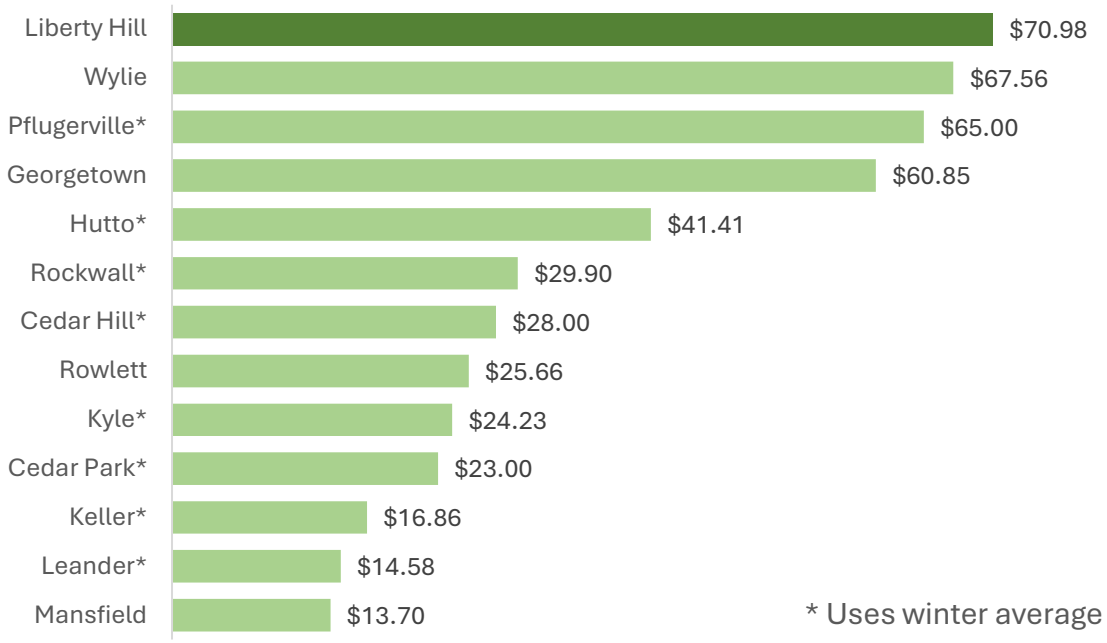
When assessing the impact on bills, it is important to note that under the current methodology a residential account will not see its wastewater bill vary from month to month until the flat rate changes. Under the winter averaging methodology, the wastewater monthly volumes are established each spring based on the winter average, and the billed wastewater volume is then set for the next 12 months. Thus, customers under a winter averaging methodology will see their monthly bills increase or possibly decrease between years depending on the combination of established rates in effect plus their prior winter's average usage.

Regional Bill Comparison

To help inform the selection of a monthly minimum charge, the Project Team prepared a regional bill comparison of residential wastewater rates charged by twelve Texas cities: Cedar Hill, Cedar Park, Georgetown, Hutto, Keller, Kyle, Leander, Mansfield, Pflugerville, Rockwall, Rowlett, and Wylie. Eight of the twelve cities bill residential wastewater service using a winter average methodology.

Figure 2 presents the minimum monthly wastewater bill for each city. Minimum charges among the comparison cities range from $13.70 (Mansfield) to $67.56 (Wylie), with an average of $34.23. Among the eight cities using a winter average, minimum charges range from $14.58 to $65.00, with an average of $30.37. The City's current flat rate of $70.98 is the highest in the comparison.

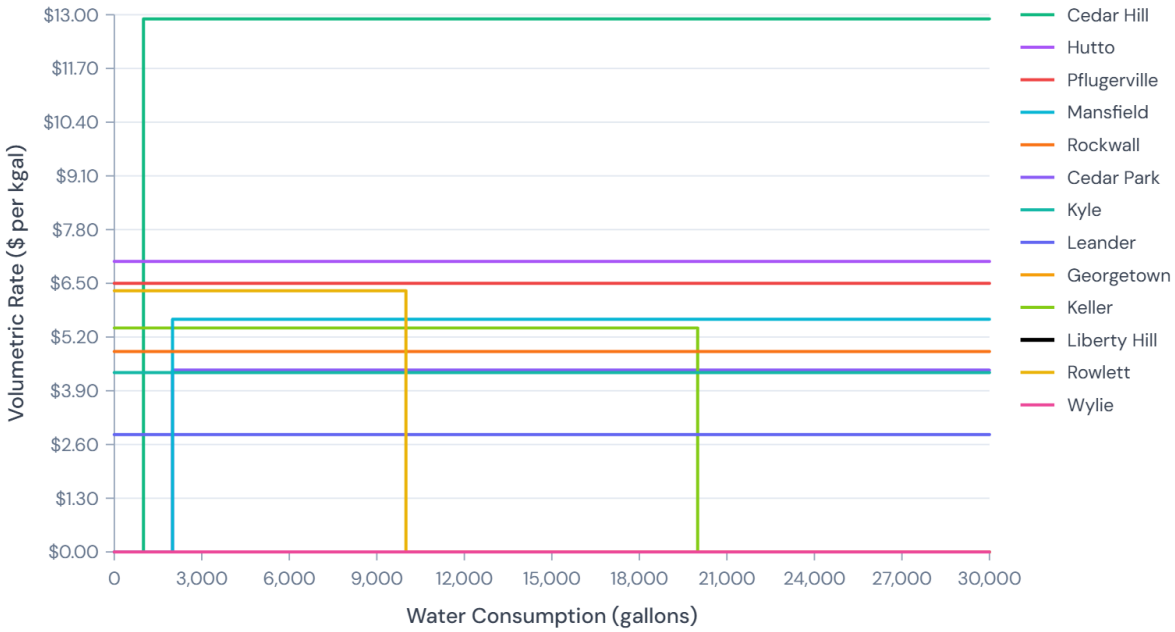
Figure 2:
Residential Wastewater Minimum Monthly Bill – Regional Comparison



Mansfield's minimum charge of $13.70 applies to customers using 2,000 gallons or less. Customers using more than 2,000 gallons are billed a minimum charge of $32.22 plus $5.63 per 1,000 gallons above 2,000 gallons. Bill comparisons are based on information accessed from entities' websites and/or staff inquiries.

Figure 3 presents the volumetric rates charged by each city across monthly water consumption levels. Among the cities that charge a volumetric rate, rates range from $2.84 (Leander) to $12.90 (Cedar Hill) per 1,000 gallons, with most between approximately $4.30 and $7.05. Several cities include the first 1,000 or 2,000 gallons in the minimum charge (Cedar Park, Cedar Hill, and Mansfield), and Rowlett and Keller stop charging a volumetric rate above 10,000 and 20,000 gallons, respectively. By comparison, the revenue neutral volumetric charges in Table 1 range from $8.55 to $16.71 per 1,000 gallons, higher than those of most comparison cities. Because the City's current revenue is recovered entirely through a flat charge, a lower volumetric charge would require a higher minimum charge to remain revenue neutral.

Figure 3:
Residential Wastewater Volumetric Rates by Consumption Level – Regional Comparison



Georgetown, Liberty Hill, and Wylie charge a flat monthly rate for residential wastewater service and do not assess a volumetric charge; they are shown at $0.00. Bill comparisons are based on information accessed from entities' websites and/or staff inquiries.

Winter Average Exceptions and Special Circumstances

New accounts and those that lack historical usage during the winter months are usually assessed sewer volumes equivalent to the City's overall residential winter average (4,283 gallons per month based on this analysis) until such time as the new account can establish its own winter average. Customers who do not receive water service from the City, such as accounts served water by the City of Georgetown or the City of Leander, present a particular challenge, as the City does not have access to their monthly water usage. The City could see if Georgetown and Leander could bill winter average accounts for them or gather the water data for these accounts. The City could also continue to bill these accounts at a flat rate or the City winter average. The City may additionally take into consideration the impact on winter averaging for accounts that experience significant water leaks during a winter month. Finally, while the analysis presented here assessed the average of November, December, January, and February water usage, some cities consider only December through February, or use four winter months and eliminate the highest month, or both the highest and lowest months, to arrive at the winter average.

Conclusion

The decision to alter the methodology utilized for residential wastewater billing requires discussion and consideration of the City's policy objectives and revenue requirements. Because the City currently bills wastewater at a flat rate, a transition to winter averaging represents a shift to a minimum plus volumetric structure. This memorandum does not recommend a specific minimum charge; the $45.00 option is used for illustration. In selecting a minimum charge, the City should weigh revenue stability, since a higher

minimum keeps more revenue fixed; bill impacts on high-usage accounts, since a lower minimum requires a higher volumetric charge; the strength of the conservation price signal; and how typical bills would compare with those of regional cities using a winter average. Implementation will also require that the City's billing system assign water usage to each corresponding wastewater account, and that the customer class discrepancies identified between water and wastewater accounts be resolved. The City and the Project Team should prepare for questions and comments and to provide educational resources and explanations on the website and in presentations. This analysis addressed Residential Inside City customers only.

In any decision taken, the City will need to consider the impact and policy implications for all customer rate classes before implementing a change in rates.

AGENDA ITEM 6.A

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

AGENDA ITEM 6.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 Shadow.

AGENDA ITEM 6.C

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 Sally.