LIBERTY HILL
FREEDOM TO GROW

CITY COUNCIL SPECIAL MEETING AGENDA
Tuesday - October 13, 2020 - 6:30 PM
LIBERTY HILL LEARNING & EVENT CENTER
14875 West State Hwy. 29 - Liberty Hill

Rick Hall - Mayor	Liz Rundzieher - Mayor Pro Tem
Steve McIntosh - Councilmember	Gram Lankford - Councilmember
Kathy Canady - Councilmember	Tony DeYoung - Councilmember

Notice is hereby given that the SPECIAL MEETING of the City Council of Liberty Hill will be held Tuesday - October 13, 2020 - 6:30 PM in Council Chambers located at 14875 W. State Highway 29 in Liberty Hill, Texas to consider items as follows. All items are subject to action.

1. CALL TO ORDER

a. Establish Quorum

b. Invocation

c. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with Liberty and Justice for all."

d. Texas Pledge

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2. MAXIMUM CAPACITY IN COUNCIL MEETING

a. Capacity for this Council meeting is set at no more than forty (40) persons. The Governor's Order requires face masks when social distancing cannot be maintained.

3. WATCHING COUNCIL MEETING

a. You may watch the Council meeting live by clicking on the link on the City's Facebook page.

4. PUBLIC COMMENTS

Liberty Hill City Council accepts public comments regarding the Agenda of Regular Council meetings and Public Hearings. Individuals wishing to speak may sign in by completing a Public Comment Form and presenting the form to the City Secretary prior to the start of the meeting. Each citizen is limited to a maximum of three (3) minutes.

a. Public comments may also be submitted via email to the City Secretary at nsawyer@libertyhilltx.gov before 4:00 PM the day of the meeting. Comments will be read aloud during the meeting.

5. CONVENE - EXECUTIVE SESSION

City Council will convene to 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 (Development).

a. *Section 551.072 Deliberation Regarding Real Property*
Deliberate the purchase, exchange, lease or value of real property.
- Approximately ½ acre for lift station near Watch Hill MUD property

b. *Section 551.071 Consultation with Attorney*
Consultation with the City Attorney to seek legal advice regarding pending or contemplated litigation, a settlement offer, or a matter on which the City Attorney has a duty to advise the City Council, including posted agenda items.
- Update regarding *Campbell v. City of Liberty Hill, et al.*
- Update regarding threatened Clean Water Act lawsuit
- Leander ETJ Boundary Line Agreement

c. *Section 551.074 Personnel Matters*
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.

6. RECONVENE TO REGULAR SESSION

City Council will reconvene to Regular Session following 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 (Development).

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- Update regarding *Campbell v. City of Liberty Hill, et al.*
- Update regarding threatened Clean Water Act lawsuit
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c. *Section 551.074 Personnel Matters*
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator.

7. DEPARTMENTAL REPORTS TO CITY COUNCIL

a. **Financial Update.** Presented by Becky Wilkins

8. CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion of those items unless requested by Council, in

which event the item(s) will be removed from the Consent Agenda and considered under Regular Agenda items:

a. **Discuss and consider approval of minutes of the City Council workshop held Monday, September 28, 2020.**

b. **Discuss and consider approval of minutes of the City Council meeting held Monday, September 28, 2020.**

c. **Discussion and recommendation on final action regarding the Heritage Ridge Final Plat, located at the SEC of State Road 29 and Championship Drive inside the city's limits and identified as 10.578 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R022824 and a portion of R050673)**. Presented by David Stallworth, Senior Director of Planning

d. **Discussion and recommendation on final action regarding the Final Plat for the Morningstar, Phase 3, Section 4 and Phase 4, Sections 1 and 2 addition, located north of State Road 29 and east of Ronald Reagan Boulevard inside the city's ETJ and identified as 44.1155 acres out of the Greenleaf Fisk Survey, ABS 5, Williamson County, TX (A portion of WCAD ID No. R095747).**

e. **Discussion and recommendation on final action regarding the Stonewall Commercial East Preliminary Plat, located at the NEC of State Road 29 and Stonewall Parkway, specifically 11730 State Road 29 West, inside the city's corporate limits, and identified as 11.852 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R392590).**

9. REGULAR AGENDA

a. **Discuss and consider action to approve the Second Amendment to Annexation and Development Agreement between the City of Liberty Hill and the Butler Family Partnership, Ltd.** Presented by David Stallworth, Senior Director of Planning

b. **Discuss and consider action to approve a Development Agreement and an economic development incentive agreement pursuant to Chapter 380 of the Texas Local Government Code between the City of Liberty Hill and the owners of approximately 285 acres of land generally located east and west of Ronald Reagan Blvd. north of Highway 29 in the City's extraterritorial jurisdiction.** Presented by Rick Hall, Mayor

c. **Discuss and consider action to approve an ordinance of the City Council of Liberty Hill, Texas, amending Section 4.00 of the Unified Development Code to add Section 4.08.03 Mixed Use (MU) District provisions.** Presented by Lacie Hale, Chief Operating Officer

d. **Discuss and consider award of bid for Shared Use Path contingent upon TxDOT concurrence.** Presented by Lacie Hale, Chief Operating Officer and Mia Hernandez, Bowman Construction

e. **Discussion and possible action to award the construction at the Liberty Hill Community Activity Center to Jimmy Jacobs Construction in the amount not to exceed $858,643.00.** Presented by Curtis Steger, Steger Bizzell

f. **Discuss and consider Change Order #7 for the wastewater treatment plant.** Presented by Curtis Steger, Steger Bizzell

g. **Discuss and consider action to to promote Lacie Hale to City Administrator.** Presented by Kathy Canady and Liz Rundzieher

h. **Discuss and consider action directing the City Attorney to draft an ordinance amending Chapter 1, Article 1.02, Division 4 of the Liberty Hill Code of Ordinances, the Liberty Hill Code of Ethics and Rules of Conduct for City Officials.** Presented by Kathy Canady and Liz Rundzieher

10. MEDIA QUESTION AND ANSWER

a. **Council may address questions from official members of the media regarding posted agenda items.**

11. UPDATES AND FUTURE MEETING ITEMS

a. • October 26th - Next Council meeting

12. ADJOURNMENT

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any item listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 55.1076 (Deliberations about Security Devices), and 551.087 (Development).

In compliance with the Americans with Disabilities Act, the City of Liberty Hill will provide reasonable accommodation for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meeting. You may contact the City Secretary at 512-778-5449 - Extension 112.

POSTING CERTIFICATION: I, Nancy Sawyer - City Secretary for the City of Liberty Hill, certify that the attached notice of meeting for the City Council - City of Liberty Hill was duly posted on the bulletin board at Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas and on the City website (www.libertyhilltx.com).
Date Posted: October 9, 2020 Time Posted: 5:45 PM By: Nancy Sawyer - City Secretary

REMOVAL CERTIFICATION: I, Nancy Sawyer - City Secretary for the City of Liberty Hill, certify that the attached notice of meeting was removed from the bulletin board at Municipal Court / Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas on the _____ day of _____, 20__ at _____.
By: _____

AGENDA ITEM #8.a.

ATTACHMENTS:

Description	Upload Date
09.28.2020 Council workshop minutes	10/9/2020

CITY COUNCIL
AND
PARKS & RECREATION BOARD OF DIRECTORS
JOINT WORKSHOP
MINUTES

Monday – September 28, 2020 – 5:30 PM
Location: 2801 Ranch Road 1869 - Liberty Hill

City Council

Rick Hall – Mayor	Liz Rundzieher – Mayor Pro Tem
Kathy Canady – Councilmember	Steve McIntosh – Councilmember
Tony DeYoung – Councilmember	Gram Lankford – Councilmember

Parks and Recreation Board of Directors

Mary Lyn Jones - Chair	Mike Wilson – Vice Chair
Jr. Hamilton - Director	Liz Branigan – Secretary
Kathy Canady - Director	

Notice is hereby given of a Workshop of the City of Liberty Hill City Council and Parks & Recreation Board of Directors on Monday, September 28, 2020 at 5:30 PM at 2801 RR 1869 to consider agenda items as shown below. All items are subject to discussion and action.

1) **CALL TO ORDER**
   a) **Establish Quorum** – Quorum was established.

2) **PRESENTATION BY BRIAN BINKOWSKI ON OPTIONS AND UPDATED COSTS FOR CITY SWIM CENTER –** Mr. Binkowski provided a historical background on the proposed swim center.

3) **REGULAR AGENDA**
   a) **Discuss budget for Swim Center** – City Council and the Parks Board deliberated on various designs and possible budgets for proposed swim center.

4) **ADJOURNMENT –** The workshop adjourned at 6:10 PM

PASSED and APPROVED by the CITY COUNCIL of the CITY OF LIBERTY HILL, TEXAS on MONDAY – October 13, 2020 on vote of _____ AYES, _____ NAYS, and _____ ABSTENTIONS.

_____

Rick D. Hall – Mayor

[seal]

_____

Nancy Sawyer – City Secretary

AGENDA ITEM #8.b.

ATTACHMENTS:

Description	Upload Date
09.28.2020 Council Minutes	10/9/2020

CITY COUNCIL MEETING MINUTES

Monday, September 28, 2020 – 6:30 PM

2801 Ranch Road 1869 – Liberty Hill (Council Chambers)

On September 28, 2020, City Council convened in Council Chambers at 2801 Ranch Road 1869 in Liberty Hill.

CALL TO ORDER

Liberty Hill City Council was called to order at 6:30 PM by Rick Hall – Mayor on Monday, September 28, 2020 at Council Chambers located at 2801 Ranch Road 1869. Invocation was given by Tony DeYoung, followed by reciting of the Pledge of Allegiance and Texas Pledge.

Council Members present were Mayor Rick Hall, Mayor Pro Tem Liz Rundzieher, Steve McIntosh, Kathy Canady, and Tony DeYoung.

Staff and others present were Tad Cleaves – City Attorney, Lacie Hale – Chief Operating Officer, David Stallworth – Director of Planning, Becky Wilkins – Finance Director, Nancy Sawyer – City Secretary, Matt Powell – Interim Executive Director of EDC, Curtis Steger – Engineer – Steger Bizzell, Trey Davis – Public Works, Elias Carrasco – Building Official, Police Chief Royce Graeter, Tracy Ventura – Court Administrator, and Katie Amsler – Events Coordinator.

The meeting was open to the public via YouTube with link on the City's Facebook page and in person.

PUBLIC HEARING #1

Mayor Rick Hall opened the public hearing stating:

NOTICE IS HEREBY GIVEN that the City of Liberty Hill has been asked to review and approve the following application(s) to wit:

A request for a Zone Map Amendment from the Agriculture (AG) zoning classification to the Light Industrial (L1) zoning classification on the following property:

Lot 4, Cimarron Business Park, Liberty Hill, Williamson County, Texas; generally located along the west side of Holmes Road, north of State Highway 29, and identified as Assessor's Parcel Number R-472193.

In accordance with Section 211.006, Texas Local Government Code, a public hearing on this application will be conducted by the Planning and Zoning Commission. This hearing will begin at 6:30 PM Tuesday, September 15, 2020. The Planning Commission will then forward its recommendations to the City Council who will conduct its own public hearing at 6:30 PM on Monday, September 28, 2020, and make the final decision on this matter. Both public hearings will be held at the Municipal Court Building, Council Chambers, 2801 RM 1869 in Liberty Hill, Texas.

You are invited to attend these public hearings and offer comment. You may also submit written comments regarding this application to the City's Planning and Development Department, 100 Forrest Street, Liberty Hill, Texas 78642. Any written comments received in advance of the public hearing will be presented during the hearing and become part of the official record. For more information, call (512) 778-5449.
OUTCOME: No comments were made. Mayor Rick Hall closed the public hearing at 6:33 PM.

PUBLIC HEARING #2
Mayor Rick Hall opened the public hearing at 6:34 PM stating:

NOTICE IS HEREBY GIVEN that the City of Liberty Hill has been asked to review and approve the following application(s) to wit:

A request for a Zone Map Amendment from the General Commercial /Retail (C3) zoning classification to the Single-family Residential (SF3) zoning classification on the following property:

Lots 1 and 2, Twenty-Nine Ranch Addition, Williamson County, Texas; Generally located along the south side of State Highway 29, near its Intersection with Orchard Ridge Parkway and identified as Assessor's Parcels Number R-331210, R-331209 and R-548200.

In accordance with Section 211.006, Texas Local Government Code, a public hearing on this application will be conducted by the Planning and Zoning Commission (Commission) on Tuesday, September 15, 2020, beginning at 6:30 PM. Upon receiving a recommendation from the Commission, the City Council will conduct its own public hearing on this matter at 6:30 PM on Monday, September 28, 2020 and take final action. Both public hearings will be held at the Municipal Court Building, Council Chambers, 2801 RM 1869 in Liberty Hill, Texas. For more information, you may either visit the Development Services Department at 100 Forrest Street, call (512) 778-5449, or send an email to planning@libertyhilltx.gov.

OUTCOME: Christine Kosnik, 9701 W State Hwy 29, Liberty Hill, spoke, stating she was involved in a lawsuit concerning an adjacent tract to the one being discussed tonight. She said she feels reassured that the easement will be honored.
There were no more comments. Mayor Hall closed the public hearing at 6:36 PM.

PUBLIC COMMENTS

- Barbara Zwernemann, Georgetown citizen, provided comments via email to be read by the City Secretary. Ms. Zwernemann offered her support of public comments to be given by Sally McFeron, Austin citizen, regarding allegations against Council member Kathy Canady regarding her residency status. Ms. Zwernemann stated based on what she sees, those who reside in local cities could also be on Liberty Hill's Council.
- Mary Lyn Jones, 700 Oak Lane, Liberty Hill and Chair of the Parks and Recreation Board thanked Council for the joint workshops with Parks leading up to this evening's Council meeting for a decision on the budget for the proposed municipal swim center. She stated that she would like to, on a future Council agenda, get Council's direction on projects that the Parks and Recreation Board has deemed important for Liberty Hill. Ms. Jones said she was asked to reapply for a Parks Board position even though the application instructions state incumbents are automatically assumed to continue their positions if they do not express otherwise.

  Mayor Hall responded that he asked all Parks members to re-apply simply to ensure that Council received confirmation of whether each current member wished to continue in their role.
- Sally McFeron, 12909 Water Wheel Cove, addressed Council regarding agenda item 11-x, which calls for discussion and possible action on Ms. McFeron's complaint to the City Secretary citing alleged violations against Council member Kathy Canady. Ms. McFeron stated Ms. Canady used a Burnet address for monetary gain. She stated the chairs of boards and commissions and the Mayor have a responsibility to address ethics issues. She asked Council why it took a formal complaint from her for Council to consider, since the issue had also been in the local newspaper. She stated Council's sworn commitment to uphold the law remains constant.
- Bob Balzen, 309 Blessing Ranch Road addressed Council stating he lives outside City limits, but his business is within City limits. He stated he came to complain to Council about how he was treated this past summer. He stated he experienced delays and costs directly caused by David Stallworth, Senior Director of Planning for the City in the amount of $5400. Mr. Balzen addressed specific time delays and unnecessary costs and requested compensation of damages caused by the actions of Mr. Stallworth.

CONVENE TO EXECUTIVE SESSION

City Council was convened to Executive Session at 6:46 PM by Mayor Hall for Consultation with Legal Counsel 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 (Development). No action would be taken during Executive Session.

- **Section 551.087. Development**
  Update on Active Economic Development Projects
  - Project Fore
  - Project Greenbelt
  - Project Crawfish
  - Project Rock and Roll
  - Project Northern
  - Project Entry
- **Section 551.071. Consultation with Attorney**
  Consultation with the City Attorney to seek legal advice regarding pending or contemplated litigation, a settlement offer, or a matter on which the City Attorney has a duty to advise the City Council including agenda items.
  - Litigation update on Notice of Intent to File Clean Water Act lawsuit
  - Leander ETJ Boundary Line Agreement

RECONVENE TO REGULAR SESSION

At 8:45 PM City Council reconvened to Regular Session for discussion / action of the following:

- **Section 551.087. Development**
  Update on Active Economic Development Projects
  - Project Fore
  - Project Greenbelt
  - Project Crawfish
  - Project Rock and Roll
  - Project Northern
  - Project Entry
- **Section 551.071. Consultation with Attorney**
  Consultation with the City Attorney to seek legal advice regarding pending or contemplated litigation, a settlement offer, or a matter on which the City Attorney has a duty to advise the City Council including agenda items.
  - Litigation update on Notice of Intent to File Clean Water Act lawsuit
  - Leander ETJ Boundary Line Agreement

<u>OUTCOME:</u> No action was taken.

DEPARTMENTAL REPORTS TO COUNCIL

<u>Liberty Hill Economic Development Corporation</u>

Matt Powell, Interim Executive Director provided an overview of recent activity with the EDC.

- Prospector website is well under way
- Focus is on setting up an actual EDC website linked to the City's web page
- Looking at new logo and branding
- Looking at potential partnerships including

    - Liberty Hill Chamber of Commerce
    - Downtown Beautification Committee
- The EDC is receiving a high level of interest from developers who are looking at Liberty Hill

Finance Department - Becky Wilkins, Finance Director presented August 2020 financials.

- The City is in a good financial position
- Interest rates are down
- Next month, the City will start using Texas Class using some transferred reserve funds
- Next report will include some small balances that are being closed out
- The City ended last month with cash total of $12,817,942 and investments total of $9,833,961

Engineering Services – Curtis Steger, Steger Bizzell presented an overview of some of the 17 projects they are assisting with for the City.

- CDBG Phase 2 Stubblefield parking area is complete; parking was added to Development Services
- Downtown parking is mostly done
- They are analyzing the BioDaf data
- The 332/279 3-way stop project is set to go out to bid in October
- Bailey Lane is on the agenda today
- The Community center bids were opened; low bid from Jimmy Jacobs Construction will be presented at the next Council meeting for consideration and possible action

Public Works Department – Trey Evans, Water Superintendent presented the August 2020 report of activities for that department.

- The department is preparing a list of potholes for repair
- They are getting quotes for the Carson Acres water main project
- Well 4 upgrades are taking place

Building Development Services – David Stallworth, Senior Director of Planning presented the August 2020 update.

- The department is still looking to hire a city planner
- Mr. Stallworth is working to make the department's website more user-friendly
- The department is working on the UDC

Building Development Services – Elias Carrasco, Building Official provided an overview of statistics for August 2020.

Police Department – Royce Graeter, Chief of Police presented a comparative report of August 2019 and August 2020.

Municipal Court – Tracy Ventura, Court Administrator presented the August 2020 report.

- Warrant issuance has gone down which Ms. Ventura attributes to the ease of virtual court
- Text messaging is still a success; most payments are coming within 2-3 days following the text message
- Ms. Ventura is considering cross-training someone to assist at Court for times when the Court Administrator is not able to be in the office

City Secretary – Nancy Sawyer provided an update on the City records project.

- Not able to offer a complete set of Ordinances and Resolutions from 2019 at this time
    - Unable to locate signed originals, copies, or forms for several ordinances

Events – Katie Amsler provided an update.

- Brick program automation has been set up and will go active October 1st
- Veterans Day event will take place at 10 AM on Wednesday, November 11th
- Christmas festival is December 12th
- Council and Staff Christmas dinner is December 19th at Cimarron
- The Christmas Movie in the Park is December 12th and will be showing "Elf".

CONSENT AGENDA ITEMS

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion of those items unless requested by Council, in which event the item(s) will be removed from the Consent Agenda and considered under Regular Agenda items:

- Discussion and possible action to approve minutes of the City Council Public Hearing held September 14, 2020.
- Discussion and possible action to approve minutes of City Council meeting held September 14, 2020.

OUTCOME: On motion by Steve McIntosh and second by Tony DeYoung, Council approved the Consent Agenda.

Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

REGULAR AGENDA

Discussion and final action regarding the Arnold Oil Fuel Station Site Development / Stormwater Plan, located at the NEC of State Road 29 and St. Joseph Court (being 12660 West SR-29 and 201 St. Joseph Court) inside the city's limits and identified as Lot 1, Cat Trax Addition, Williamson County, TX and Lot 1, St. Joseph Addition, Williamson County, TX (WCAD ID Nos. R584337 and R508372).

David Stallworth, Senior Director of Planning addressed Council stating staff deems this application technically sound and recommends its implementation with the caveat that the two parcels be replat into one lot.

OUTCOME: On motion by Liz Rundzieher and second by Steve McIntosh Council approved the Arnold Oil Fuel Station Site Development / Stormwater Plan as presented.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion, consideration, and approval of a request for a Zone Map Amendment for Lots 1 and 2, Twenty-Nine Ranch Addition, from the General Commercial/Retail (C3) zoning classification to the Single-family Residential (SF3) zoning classification.
David Stallworth, Senior Director of Planning stated there was only one inquiry presented at the public hearing. Planning and Zoning approved.
OUTCOME: On motion by Kathy Canady and second by Liz Rundzieher, Council approved Ordinance 20-O-56 for a Zone Map Amendment for Lots 1 and 2, Twenty-Nine Ranch Addition, from the General Commercial/Retail (C3) zoning classification to the Single-family Residential (SF3) zoning classification.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion, consideration, and approval of a request for a Zone Map Amendment for Lot 4, Cimarron Business Park, from the Agricultural (AG) zoning classification to the Light Industrial (11) zoning classification.
David Stallworth, Senior Director of Planning stated this was posted September 3 and there have been no comments. The request is for four office warehouses within two buildings and is consistent with other buildings in the area.
OUTCOME: On motion by Tony DeYoung and second by Steve McIntosh, Council approved Ordinance 20-O-57 for a Zone Map Amendment for Lot 4, Cimarron Business Park, from the Agricultural (AG) zoning classification to the Light Industrial (11) zoning classification.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Update to Council on a revised conceptual design for Bailey Lane and Loop 332. Task Order SB 020-61 is included if **the Council votes to proceed with the conceptual design.**
Curtis Steger, Steger Bizzell addressed Council stating this topic was discussed previously as a way to make this intersection safer. Total cost estimate is around $1.6 million. Mayor Hall stated the cost estimate for a traffic signal with TxDOT is around $350,000.
OUTCOME: On motion by Kathy Canady and second by Liz Rundzieher, Council approved Steger Bizzell to proceed with a conceptual design for the intersection.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Consideration and possible action to approve the City of Liberty Hill Rainfall Drainage Application and adoption of Atlas 14 maps for hydrologic analyses.
Curtis Steger, Steger Bizzell stated the City of Round Rock recently adopted rainfall application instructions titled Atlas 14. Most municipalities in the area have adopted these. On August 7, 2020, Council adopted Round Rock's Engineering Guidance Standards; this would make minor amendments to that.

OUTCOME: On motion by Liz Rundzieher and second by Tony DeYoung, Council approved Ordinance 20-O-58 adopting Atlas 14 maps.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion and possible action to set budget for swim center project.
Mayor Hall addressed Council stating there have been multiple workshops with Council and the Parks and Recreation Board providing potential options for design. Council deliberated a budget for the swim center project.
OUTCOME: On motion by Tony DeYoung and second by Kathy Canady, Council set the swim center project budget at a total of $1.8 million with $500,000 sourced from a grant from the Texas Parks and Wildlife Department.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Consideration and possible action to approve the Resolution accepting the proposed Boards and Commissions Handbook.
Lacie Hale, Chief Operating Officer addressed Council stating the handbook includes the forms of government, training, dress code, agendas, among other topics. Ms. Hale stated she felt the handbook was ready to be approved, but the Charter Committee will have to be added.
OUTCOME: On motion by Steve McIntosh and second by Tony DeYoung, Council postponed this item.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Update on Charter Committee.
Mayor Hall addressed Council stating he, Kathy Canady, and Liz Rundzieher met. The City has received some additional applications expressing interest in being part of the committee. Mayor Hall directed the Chief Operating Officer to meet with Liz Rundzieher and Kathy Canady to discuss next steps.

Discuss and consider action to approve an ordinance of the City Council of Liberty Hill, Texas, amending Chapter 1, Article 1.04 of the Liberty Hill Code of Ordinances, designating the position of Finance Director as the City Treasurer; providing for a repealer and providing an effective date.
Mayor Hall stated this ordinance was discussed at the last Council meeting.
OUTCOME: On motion by Liz Rundzieher and second by Steve McIntosh, Council approved Ordinance 20-O-60 designating the position of Finance Director as the City Treasurer.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider action to approve an ordinance of the City Council of Liberty Hill, Texas, amending Chapter 1, Article 1.04 of the Liberty Hill Code of Ordinances; designating the position of Chief Operating Officer as a Municipal Officer; providing for a repealer and providing an effective date.
OUTCOME: On motion by Kathy Canady and second by Liz Rundzieher, Council approved Ordinance 20-O-61 designating the position of Chief Operating Officer as a Municipal Officer.

Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion and possible action to create a program to allow temporary encroachments into public right of way for retail or food service.
Tad Cleaves, City Attorney stated Council has discussed this previously. Council deliberated.
OUTCOME: On motion by Tony DeYoung and second by Steve McIntosh, Council postponed this item.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider action to move forward with International Dark Skies designation.
Lacie Hale addressed Council asking for their direction on moving forward.
OUTCOME: On motion by Steve McIntosh and second by Kathy Canady, Council approved Resolution 20-R-62 authorizing City staff to start the process to have the City of Liberty Hill designated as a Dark Sky Community.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider appointment of directors to the Parks and Recreation Board for two-year terms effective October 1, 2020 and expiring September 30, 2022.
Mayor Hall stated there are three (3) board positions up for renewal.
OUTCOME: On motion by Tony DeYoung and second by Liz Rundzieher, Council approved two of the board member positions to be filled by Mary Lyn Jones and Jennifer Ivicic providing for installation and election of officers to take place at the next Parks and Recreation board meeting.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider appointment of commissioners to the Planning and Zoning Commission for two-year terms effective October 1, 2020 and expiring September 30, 2022.
OUTCOME: On motion by Kathy Canady and second by Liz Rundzieher, Council postponed this item.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion and possible action on Information Technology and Security Policies.
Tad Cleaves, City Attorney stated Randy Hodges, IT Director placed this on the agenda seeking council approval.
OUTCOME: On motion by Steve McIntosh and second by Liz Rundzieher, Council approved the Information and Technology and Security Policies.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion and possible action on purchase of electronic signature subscription service.
Nancy Sawyer, City Secretary stated the subscription price is $25.00 per month. Tad Cleaves, City Attorney will return to Council with an Ordinance and details of specific usage of the service.

OUTCOME: On motion by Tony DeYoung and second by Steve McIntosh, Council approved purchase of electronic signature subscription service.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider Council's interest in **directing the Downtown Beautification Committee to purchase and place a flag display in the parking lot across from Wetzel Park.**
Liz Rundzieher, Mayor Pro Tem stated the Downtown Beautification Committee is coming up with some great ideas to beautify downtown. Mayor Hall stated he thinks this is a great opportunity as the committee's first project. Becky Wilkins, Finance Director stated insurance is factored at a per flagpole basis. Mayor Hall stated Jay Holmes, the City's project manager should attend the next committee meeting to offer his expertise; the Committee can come back to Council with a proposal.

Discuss and consider action to require permits for vendors who conduct sales outside of City businesses.
Kathy Canady, Council member stated she sees organizations such as DARE and LEED who set up in front of Parker's and Boomer's. Ms. Canady stated she would like to see the City require permits for these types of vendors. Mayor Hall directed Lacie Hale, Chief Operating Officer and Elias Carrasco, Building Inspector to consult and determine what kind, if any, permit is needed and to search the City's ordinances to see if any of them address this.

Discuss and consider action to authorize the Mayor to sign an Artwork License Agreement between the City of Liberty Hill and Jim Franklin for the City of Liberty Hill to use poster artwork on an historic water tower.
Mayor Hall stated this is an administrative task based on Council's past decision to purchase the right to use the image of the poster.
OUTCOME: On motion by Tony DeYoung and second by Steve McIntosh, Council authorized Mayor Hall to sign the Agreement.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and consider a donation of $5,000 to Operation Liberty Hill to assist the charity with provision of Christmas meals and Angel Tree gifts to Liberty Hill ISD residents.
OUTCOME: Steve McIntosh made a motion to approve the $5,000 donation, seconded by Kathy Canady. During discussion, Tony DeYoung stated he felt Council should approve $10,000 since it has been a bad financial year for so many. The previous motion died for lack of votes. Tony DeYoung made a motion to donate $10,000 to Operation Liberty Hill, seconded by Steve McIntosh.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discussion and consider action on setting up quarterly meetings with the Liberty Hill City Council and the Liberty Hill Independent School District.

Mayor Hall stated he and LHISD Superintendent Steve Snell discussed the City's growth and were discussing that Council might want to do joint meetings quarterly with the school district. Mayor Hall stated the School District is the City's largest employer and the district is one of the main reasons the City has seen such growth.
OUTCOME: On motion by Kathy Canady and second by Liz Rundzieher, Council approved quarterly meetings between the City Council and Liberty Hill ISD.
Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.

Discuss and determine whether a written complaint filed by Sally McFeron pursuant to Section 1.02.076 of the City of Liberty Hill Code of Ethics and Rules of Conduct for City Officials ("Ethics Code") presents on its face a violation of the Ethics Code for which sanctions would be appropriate.
Tad Cleaves addressed Council stating the City Secretary received a complaint from Ms. McFeron. Council is to determine if, on its face, the complaint constitutes a violation of the Ethics Code. Council deliberated. Upon question, Mr. Cleaves stated there is no zoning violation involved.
OUTCOME: Following discussion and input from Ms. McFeron, Liz Rundzieher made a motion that no further action was needed because Council determined there was no violation of the Ethics Code for which sanctions would be appropriate. Steve McIntosh seconded the motion. Tony DeYoung asked what next steps would be if Council determined otherwise. Mr. Cleaves stated there would be a hearing on the facts, and at the end of that hearing, Council would have to take action.
Motion passed on vote of 2 ayes, 1 nay, and 1 abstention. Tony DeYoung did not approve the motion. Kathy Canady abstained from the motion.

MEDIA QUESTION AND ANSWER
Mike Eddleman, Liberty Hill Independent Newspaper inquired as to:

- Bailey Lane realignment
    - Mayor Hall stated Council approved for preliminary schematic of what that would look like.
- Swim Center time frame
    - Mayor Hall stated the City is not ready to set a time frame since they just set the budget this evening. Mayor Hall stated this is a great opportunity for the Parks and Recreation Board to come back with a good solid plan based on the budget. The Texas Parks and Wildlife Department grant is good for three years from receipt of grant.

ITEMS FROM MAYOR AND COUNCIL

- Mayor Hall announced the Community Engagement meeting.
- The next few meetings will be held at the Liberty Hill Learning and Event Center.

ADJOURNMENT

On motion by Liz Rundzieher and second by Kathy Canady, Council adjourned at 11:30 p.m. **Motion passed on vote of 4 ayes, 0 nays, and 0 abstentions.**

PASSED and APPROVED by the CITY COUNCIL of the CITY OF LIBERTY HILL, TEXAS on MONDAY – October 13, 2020 on vote of _____ AYES, _____ NAYS, and _____ ABSTENTIONS.

_____

Rick D. Hall – Mayor

[seal]

_____

Nancy Sawyer – City Secretary

AGENDA ITEM #8.c.

ATTACHMENTS:

Description	Upload Date
Heritage Ridge	10/9/2020

City Council
October 13, 2020

Item: **Discussion and recommendation on final action regarding the Heritage Ridge Final Plat,** located at the SEC of State Road 29 and Championship Drive inside the city's limits and identified as 10.578 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R022824 and a portion of R050673).

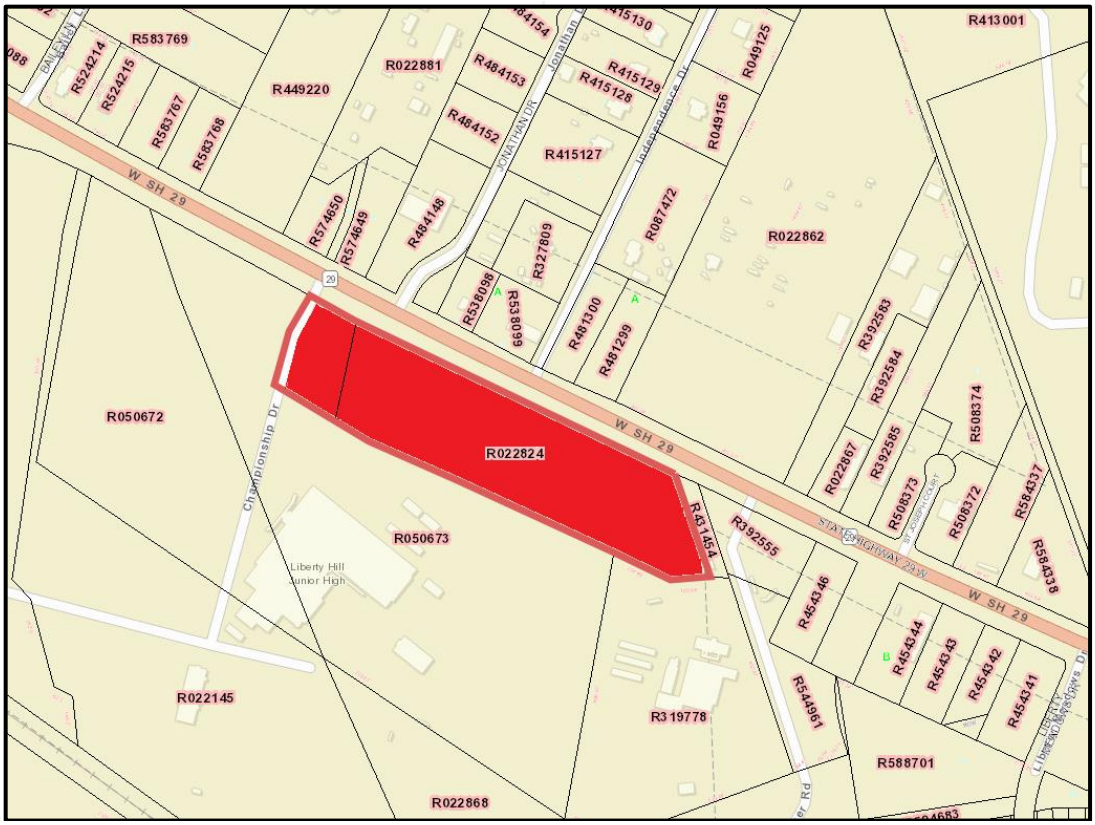
Owner: Liberty Hill Investments, LLC

Agent: Michael Beevers

WILCO ID Number: **R022824 and R050673**

Current Zoning: General Commercial/Retail District (C-3)

Site Map:

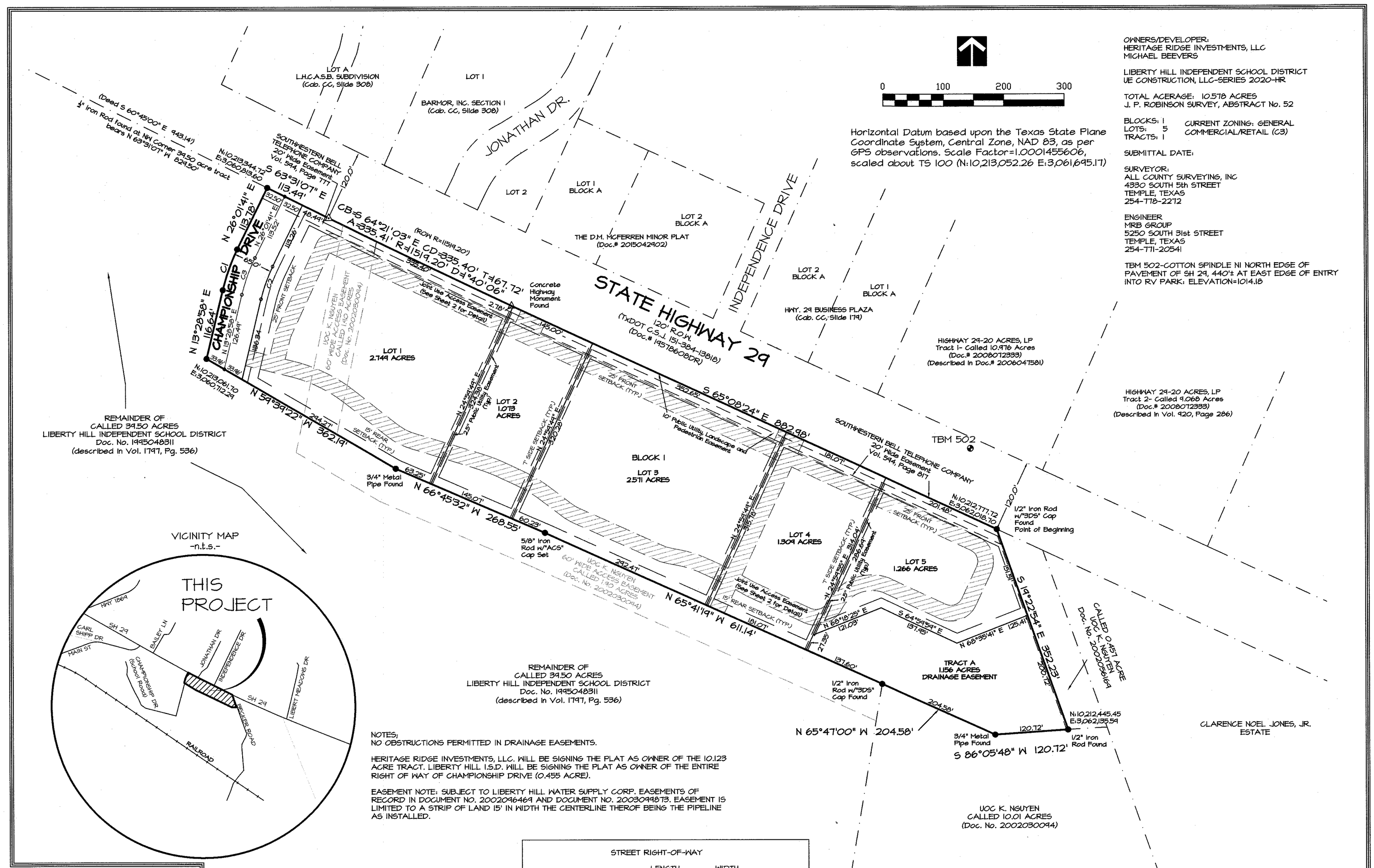


Discussion: On August 10, 2020, the City Council approved the Heritage Ridge preliminary plat. The preliminary plat will facilitate the final platting of up to eight (8) commercial/retail lots, one (1) detention basin tract, and approximately 231 linear feet of public street. The subject 10.578-acre property is located along the south side of State Road 29 (SR-29), east of Championship Drive, which serves as the primary entrance to the city's junior high school. A final plat application was submitted on September 2, 2020. If approved, the final plat will create five (5) lots and the detention basin lot. The northernmost 304 feet of Championship Drive will become a public roadway. There is a

subdivision construction plan associated with this application that will address the design and installation of the private detention pond and sewer facilities intended for the overall development. Although no dedications of public street, drainage facilities or utilities are being offered under this final plat, City Council approval will still be required due to the number of lots being created.

The subject property is oriented northwest-to-southeast, is heavily wooded and has over 1,200 feet of frontage along SR-29. Ultimate new lot widths proposed under the final plat will range between 145 and 384 feet. At least three (3) points of site access are proposed, with two being situated along SR-29 and one being located along Championship Drive. Reciprocal access between each lot will be provided. Tract A, near the southeast corner of the development, will contain a drainage detention pond. There is no proposed site access from a private road easement along the subject property's easternmost boundary. A portion of a recorded 60-foot-wide access easement runs north to south through part of the proposed Lot 1. This segment must be vacated prior to the filing of a site development / stormwater plan application for Lot 1. Several existing trees, including fourteen (14) legacy trees, are scheduled for preservation through the development of the subject property. An 8-foot-wide, concrete shared use path will be constructed along the site's SR-29 road frontage.

Recommendation: At the October 6, 2020 public meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat.



OWNERS/DEVELOPER:
HERITAGE RIDGE INVESTMENTS, LLC
MICHAEL BEEVERS

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
UE CONSTRUCTION, LLC-SERIES 2020-HR

TOTAL ACERAGE: 10.578 ACRES
J. P. ROBINSON SURVEY, ABSTRACT No. 52

BLOCKS: 1
LOTS: 5
TRACTS: 1

CURRENT ZONING: GENERAL COMMERCIAL/RETAIL (C3)

SUBMITTAL DATE:

SURVEYOR:
ALL COUNTY SURVEYING, INC
4330 SOUTH 5th STREET
TEMPLE, TEXAS
254-778-2272

ENGINEER
MRB GROUP
5250 SOUTH 31st STREET
TEMPLE, TEXAS
254-771-2054

TBM 502-COTTON SPINDLE NI NORTH EDGE OF PAVEMENT OF SH 29, 440'± AT EAST EDGE OF ENTRY INTO RV PARK; ELEVATION=1014.18

NOTES;
NO OBSTRUCTIONS PERMITTED IN DRAINAGE EASEMENTS.

HERITAGE RIDGE INVESTMENTS, LLC. WILL BE SIGNING THE PLAT AS OWNER OF THE 10.123 ACRE TRACT. LIBERTY HILL I.S.D. WILL BE SIGNING THE PLAT AS OWNER OF THE ENTIRE RIGHT OF WAY OF CHAMPIONSHIP DRIVE (0.455 ACRE).

EASEMENT NOTE: SUBJECT TO LIBERTY HILL WATER SUPPLY CORP. EASEMENTS OF RECORD IN DOCUMENT NO. 2002096469 AND DOCUMENT NO. 2003099873. EASEMENT IS LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTERLINE THEROF BEING THE PIPELINE AS INSTALLED.

STREET RIGHT-OF-WAY

	LENGTH	WIDTH
CHAMPIONSHIP DRIVE	305 LF	65 FT R.O.W.

NOTE:
THIS PORTION OF CHAMPIONSHIP DRIVE TO BE DEDICATED TO THE CITY OF LIBERTY HILL, TEXAS.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	327.49'	71.71'	12°32'43"	N 19°45'19" E	71.56'
C2	262.49'	57.47'	12°32'43"	N 19°45'19" E	57.36'
C3	294.99'	64.59'	12°32'43"	N 19°45'19" E	64.46'

BASED UPON WHAT CAN BE SCALED FROM THE GRAPHICS SHOWN ON F.E.M.A FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 48491C0245F, EFFECTIVE DATE DECEMBER 20, 2019, THE ABOVE SHOWN PROPERTY DOES NOT APPEAR WITHIN THE "SPECIAL FLOOD HAZARD AREA", AND APPEARS TO BE SITUATED IN ZONE X. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THIS TRACT WILL NEVER FLOOD, NOR DOES IT CREATE ANY LIABILITY IN SUCH EVENT ON THE PART OF THIS SURVEYOR OR COMPANY.

ALL COUNTY SURVEYING, INC.
Tx. Firm No. 10023600
4330 South 5th Street
Temple, Texas 76502
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
www.allcountysurveying.com

SHEET 1 OF 4

Copyright 2020 All County Surveying, Inc.

FINAL PLAT
HERITAGE RIDGE
10.578 ACRES, situated in the
J. B. ROBINSON SURVEY, ABSTRACT NO. 521,
WILLIAMSON COUNTY, TEXAS

Plot Date: 09-30-2020
Survey completed 08-30-2019
Scale: 1" = 100'
Job No. 190831.2
Dwg No. 190831P
Drawn by MDH
Surveyor CCL #4636

AGENDA ITEM #8.d.

ATTACHMENTS:

Description	Upload Date
Morningstar	10/9/2020

City Council
October 13, 2020

Item: **Discussion and recommendation on final action regarding the Final Plat for the Morningstar, Phase 3, Section 4 and Phase 4, Sections 1 and 2 addition,** located north of State Road 29 and east of Ronald Reagan Boulevard inside the city's ETJ and identified as 44.1155 acres out of the Greenleaf Fisk Survey, ABS 5, Williamson County, TX (A portion of WCAD ID No. R095747).

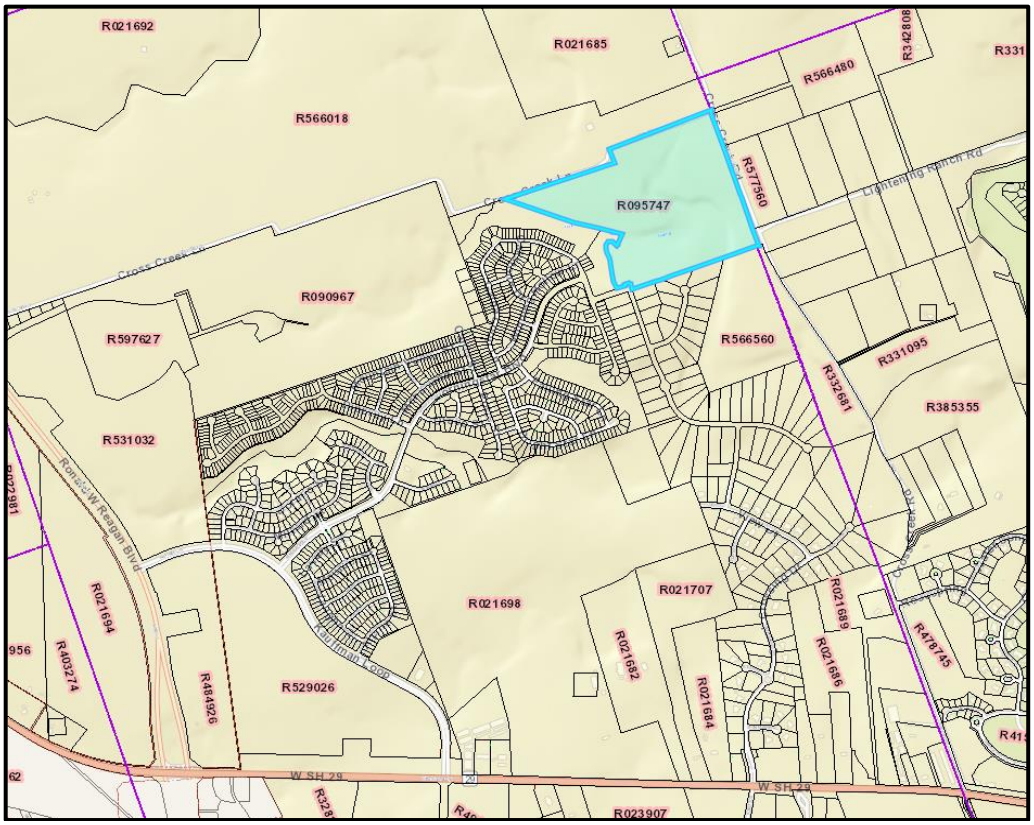
Owner: MREC MAG Morningstar, LLC

Agent: LandDev Consulting, LLC, by Keith Parkan, P.E.

WILCO ID Number: **A portion of R095747**

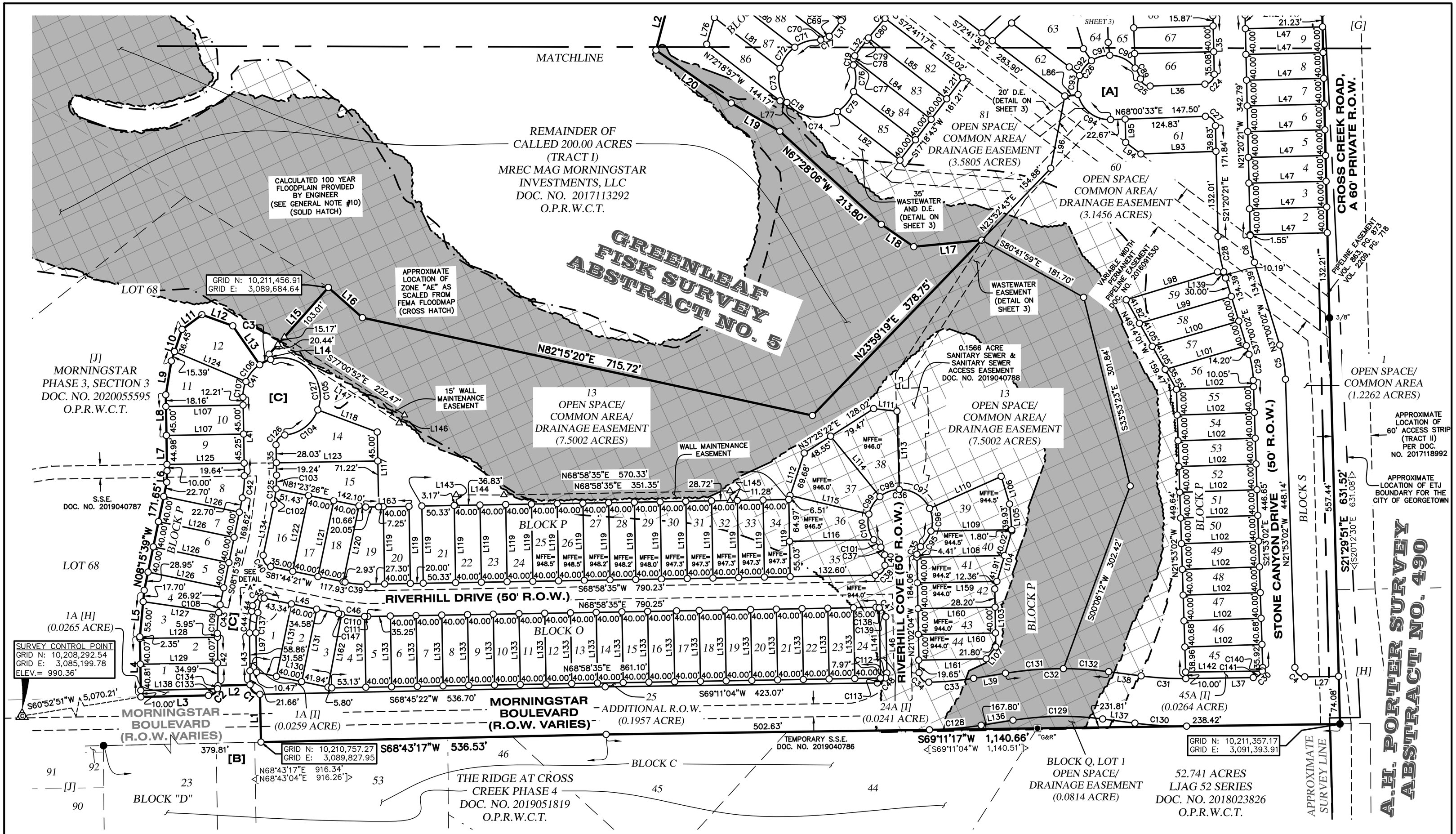
Current Zoning: Outside City Limits – ETJ

Site Map:



Discussion: The final plat application under consideration was submitted on May 1, 2020. If approved, the final plat will create a total of 166 lots, 153 of which are for single-family detached residential use, along with roughly 6,300 linear feet of new public street. The proposed development is bisected by a substantial drainage feature that is roughly 7.50 acres.

Recommendation: At the October 6, 2020 public meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat.



BENCHMARK NOTE:
TBM #2– MAG NAIL WITH WASHER SET IN CONCRETE CURB ON THE SOUTH SIDE OF MORNINGSTAR BLVD, BEING ±33' FROM THE EASTERN TERMINUS OF MORNINGSTAR BLVD, ALSO BEING ±36' FROM A GAS VALVE.
ELEVATION = 979.52'.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000146739865.

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A MAG NAIL WITH 4WARD WASHER SET, GRID COORDINATES AND ELEVATIONS (NAVD 88) SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON 11–02–2016, STATIC DATA PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT X622, HAVING A PUBLISHED GRID COORDINATE & NAVD 88 ELEVATION OF N 10,208,452.73, E 3,073,922.911, ELEV. 982.13'.

OWNER:
MREC MAG MORNINGSTAR, LLC
15443 KNOLL TRAIL DRIVE
SUITE 130
DALLAS, TEXAS 75248

ENGINEER:
LANDDEV CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735

SURVEYOR:
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78745

ACREAGE: 44.1155

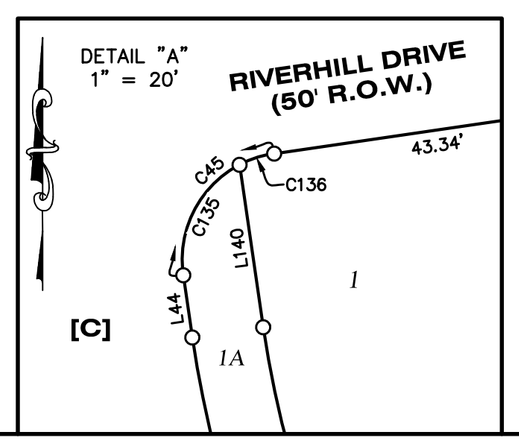
PATENT SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

NUMBER OF BLOCKS: 5

NUMBER OF RESIDENTIAL LOTS: 153

TOTAL NUMBER OF LOTS: 166

LINEAR FEET OF NEW STREET: 6,323.65'



LEGEND

	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
	EXISTING PROPERTY LINES	D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
	EXISTING EASEMENTS	(.....)	RECORD INFORMATION PER DOC. NO. 2019051819
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	<{.....}>	RECORD INFORMATION PER DOC. NO. 2017113292
◉	IRON ROD WITH "5784" CAP FOUND (UNLESS NOTED)	((.....))	RECORD INFORMATION PER VOLUME 576, PAGE 24
●	1/2" IRON ROD FOUND	[.....]	RECORD INFORMATION PER DOC. NO. 2013061332
▲	MAG NAIL IN CONCRETE FOUND	[[.....]]	RECORD INFORMATION PER DOC. NO. 2018023826
⊙	SURVEY CONTROL POINT	<[.....]>	RECORD INFORMATION PER DOC. NO. 2014099265
P.O.B.	POINT OF BEGINNING	{.....}	RECORD INFORMATION PER DOC. NO. 2018031584
S.S.E.	SANITARY SEWER EASEMENT		
D.E.	DRAINAGE EASEMENT		
DOC. NO.	DOCUMENT NUMBER		
R.O.W.	RIGHT–OF–WAY		
MFFE	MINIMUM FINISHED FLOOR ELEVATION		

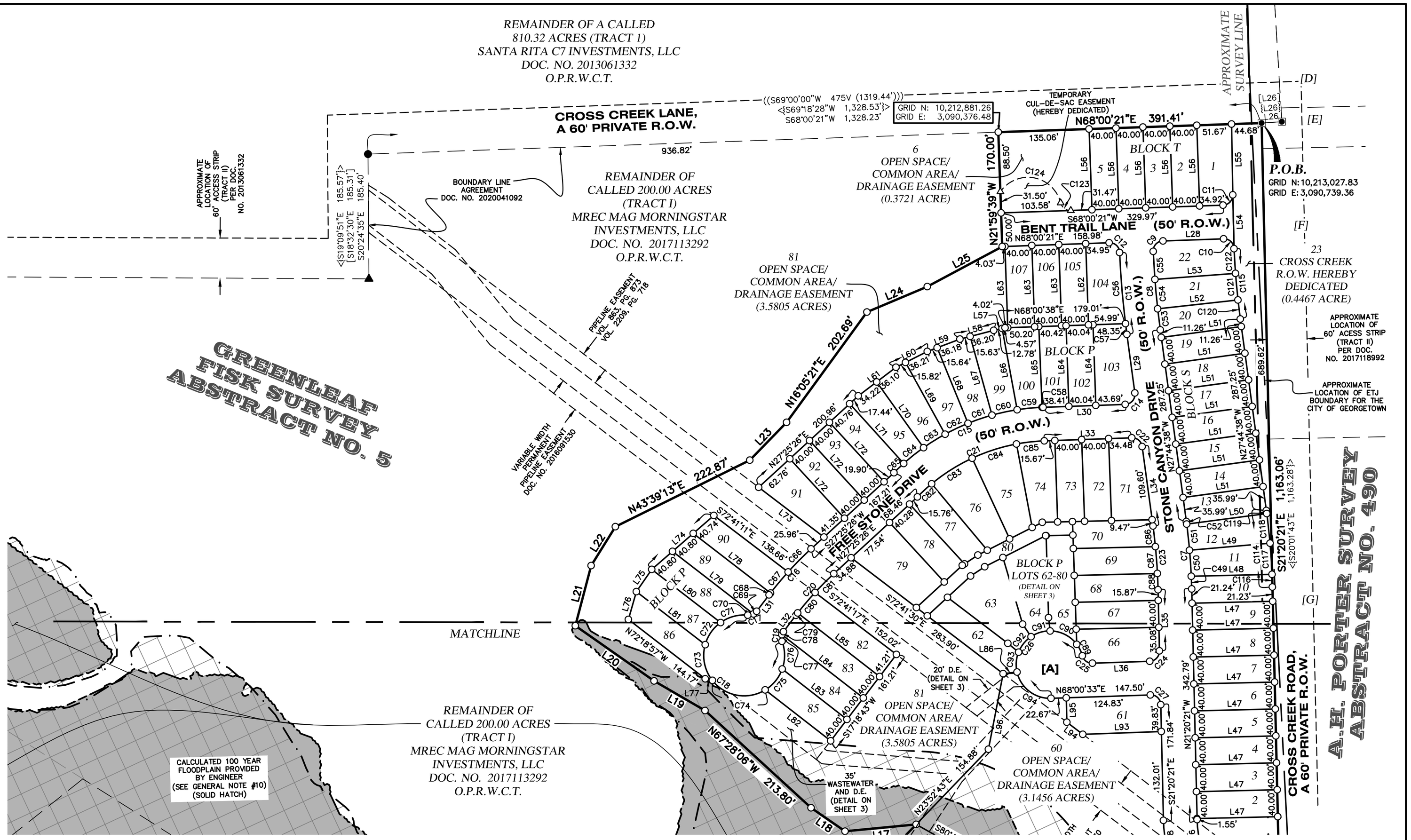
0 100 200
50 150
GRAPHIC SCALE: 1" = 100'

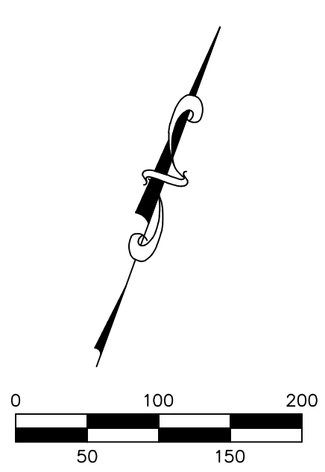
MORNINGSTAR PHASE 3, SECTION 4 AND PHASE 4, SECTION 1 & 2 Williamson County, Texas

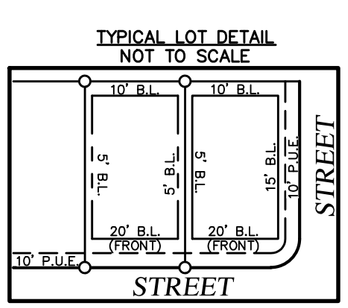
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/9/2020
Project:	00540
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	MAR. 2018
Sheet:	1 OF 5

P:\00540\Dwg\Phase 4\00540_Plat_Ph 4 Sec 1_rev5.dwg







[A]
BRIAR STONE COURT
(50' R.O.W.)

[B]
LAZY CREEK DRIVE
(60' R.O.W.)

[C]
STONE CREEK DRIVE
(50' R.O.W.)

[D]
CALLED 10.61 ACRES
RODNEY GASKILL &
TAMMY GASKILL
DOC. NO. 2020020239
O.P.R.W.C.T.

[E]
CALLED 22.59 ACRES
TIMBERWOLF HOLDINGS, LLC
DOC. NO. 2018031584
O.P.R.W.C.T.

[F]
CALLED 10.61 ACRES
JC CROSS CREEK LLC
DOC. NO. 2019058204
O.P.R.W.C.T.

[G]
CALLED 11.91 ACRES
WADE RUSSELL BAZE
AND GRACIE BAZE
DOC. NO. 2019007698
O.P.R.W.C.T.

[H]
CALLED 10.01 ACRES
(TRACT 1)
ADAM G. ENGLISH AND
SHARON P. ENGLISH, TRUSTEES
A&S ENGLISH LIVING TRUST
DOC. NO. 2019051572
O.P.R.W.C.T.

[I]
LANDSCAPE/
SCREENING WALL/
MAINTENANCE

MORNINGSTAR PHASE 3, SECTION 4 AND PHASE 4, SECTION 1 & 2
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/9/2020
Project:	00540
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	MAR. 2018
Sheet:	2 OF 5

P:\00540\Dwg\Phase 4\00540_Plat_Ph 4 Sec 1_rev5.dwg

AGENDA ITEM #8.e.

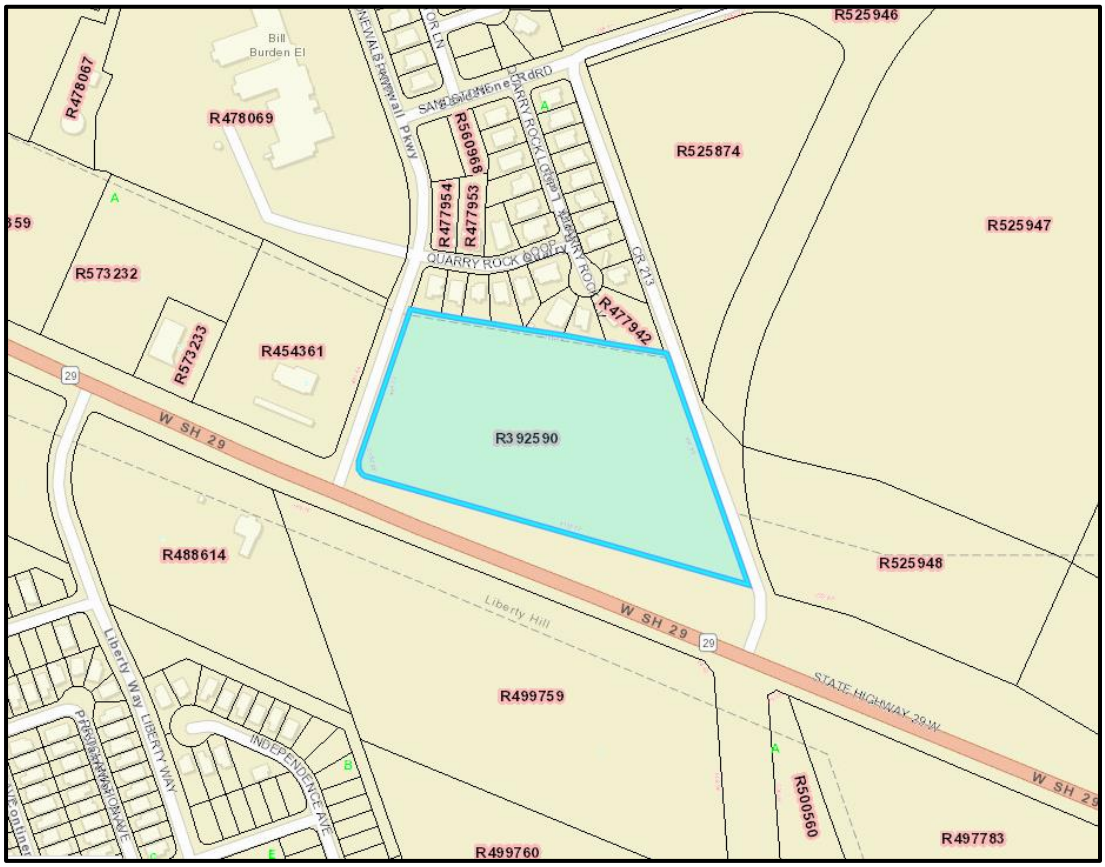
ATTACHMENTS:

Description	Upload Date
Stonewall	10/9/2020

City Council
October 13, 2020

Item:	**Discussion and recommendation on final action regarding the Stonewall Commercial East Preliminary Plat,** located at the NEC of State Road 29 and Stonewall Parkway, specifically 11730 State Road 29 West, inside the city's corporate limits, and identified as 11.852 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R392590).
Owner:	Stonewall Ranch Commercial, JV
Agent:	Doucet Engineering, by Christopher Reid, P.E.
WILCO ID Number:	**R392590**
Current Zoning:	C3 – General Commercial/Retail

Site Map:



Discussion: The request is to facilitate the future platting of up to eight (8) non-residential lots, one of which is for on-site detention and open space. The subject property runs along the north side of SR-29 between Stonewall Parkway and County Road 213. The subject property is oriented northwest-to-southeast, trapezoidal in configuration, and has roughly over 1,132 feet of linear frontage along State Road 29, as well as roughly 460 feet of frontage along Stonewall Parkway. Water and wastewater

utility service will be provided by the City of Liberty Hill. At least two site access points along SR-29 and one access point along Stonewall Parkway are proposed. Lot sizes range from 0.68 to 3.31 acres.

There are roughly 78 trees currently noted on the property that are at least 10 inches caliper or greater in size, 20 of which qualify as legacy trees (19 inches caliper or greater in size). The removal of legacy trees must be in accordance with §6.07.E of the UDC, which calls for Planning and Zoning Commission (Commission) approval. According to the applicant, a few of the trees on the premises appear diseased or damaged to the point that they are unsalvageable. The applicant is in the process of consulting an arborist to evaluate the trees' condition and devise a final tree mitigation plan for the site development plan application and review process.

Recommendation: At the October 6, 2020 public meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the preliminary plat.

OWNER: MICHAEL P. ROSS, PRESIDENT
STONEWALL RANCH
COMMERCIAL, JV
3200 SOUTHWEST FREEWAY
SUITE 3000
HOUSTON ,TX 77027
(713) 535-2200

ENGINEER: CHRISTOPHER A. REID, PE #81546
DOUCET & ASSOCIATES, INC.
FIRM REGISTRATION #3937
7401 B HWY 71 WEST
SUITE 160
AUSTIN, TX 78735
(512) 583-2600 TELEPHONE
1 (800) 587-2817 FAX

SURVEYOR: TRAVIS QUICKSALL, RPLS #6447
QUICK INC. LAND SURVEYING
FIRM REGISTRATION #10194104
3305 SHELL ROAD
SUITE 100
GEORGETOWN, TX 78628
(512) 915-4950

SUBMITTAL DATE:	_____
SITE ACREAGE:	11.85 ACRES
ACREAGE BY LOT:	COMMERCIAL/RETAIL 10.01 AC OPEN SPACE/DRAINAGE 1.84 AC
NO. OF BLOCKS:	1
NO. OF LOTS:	8
LINEAR FEET OF NEW STREETS:	N/A
ZONING:	GENERAL COMMERCIAL/RETAIL (C3)
BENCHMARK:	A PERMANENT BENCHMARK WILL BE INSTALLED TO WILLIAMSON COUNTY SPECIFICATIONS UPON CONSTRUCTION OF THIS SUBDIVISION.

LEGAL DESCRIPTION:

11.852 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, SAID 11.852 ACRE TRACT BEING ALL OF A CALLED 11.85 ACRE TRACT RECORDED IN DOCUMENT NO. 2013103245, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

WATERSHED:

THIS SITE IS LOCATED IN THE SOUTH FORK SAN GABRIEL WATERSHED AND IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AS DEFINED BY TCEQ.

FEMA FLOODPLAIN NOTE:

THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0245F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

PLANNING AND ZONING COMMISSION:
APPROVED THIS _____ DAY OF _____, 2020, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

_____ _____
CHAIRMAN DATE

CITY OF LIBERTY HILL:
APPROVED THIS _____ DAY OF _____, 2020, BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

_____ _____
CONNIE FULLER, MAYOR BARBARA ZWERNEMANN, CITY SECRETARY

ENGINEER'S CERTIFICATION:

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THAT I, CHRISTOPHER A. REID, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAT COMPLIES WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS

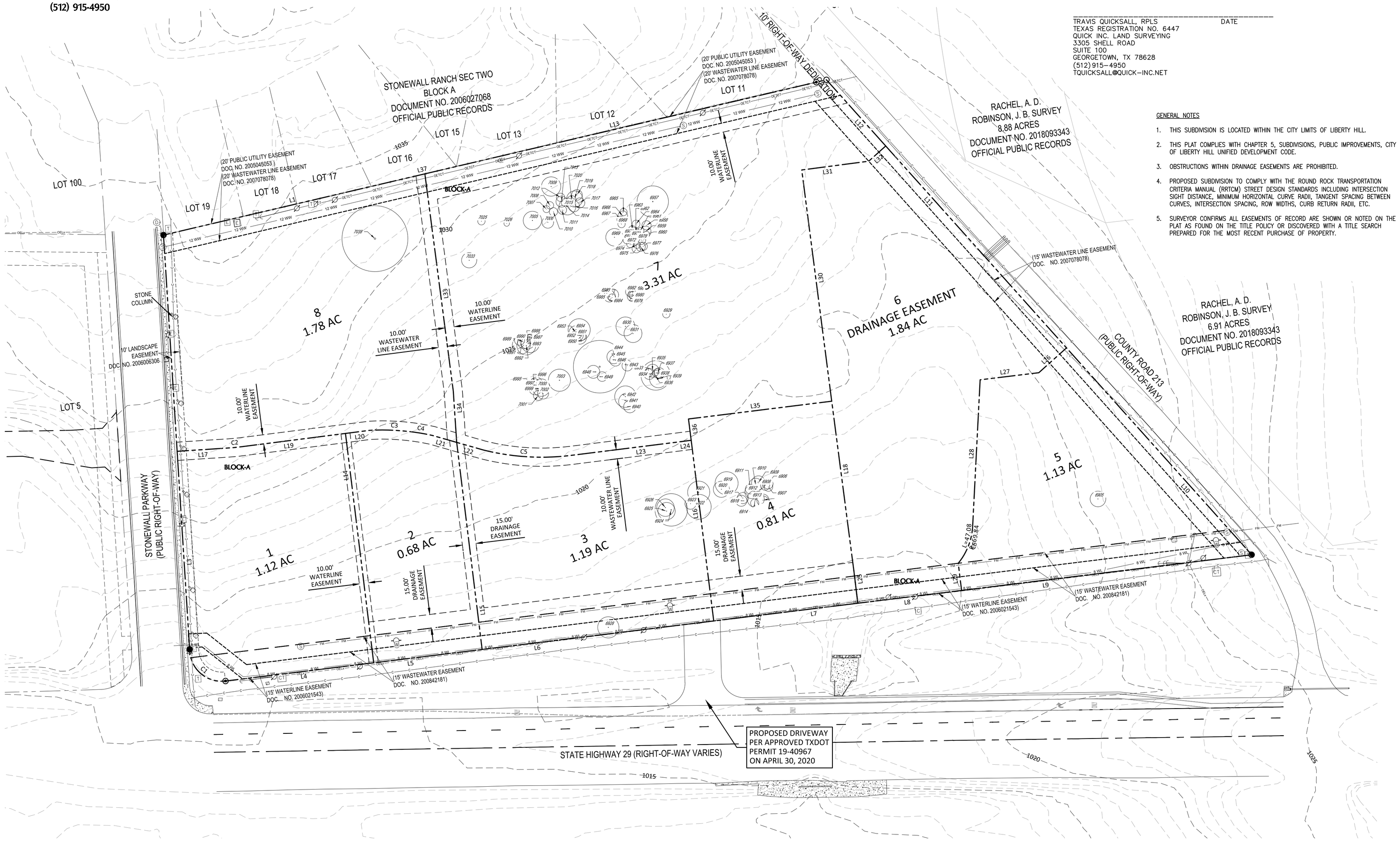
_____
CHRISTOPHER A. REID, PE DATE
PE NUMBER 81546
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
(512)583-2600
CREID@DOUCETENGINEERS.COM

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THAT I, TRAVIS QUICKSALL, DO HEREBY HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

_____
TRAVIS QUICKSALL, RPLS DATE
TEXAS REGISTRATION NO. 6447
QUICK INC. LAND SURVEYING
3305 SHELL ROAD
SUITE 100
GEORGETOWN, TX 78628
(512)915-4950
TQUICKSALL@QUICK-INC.NET



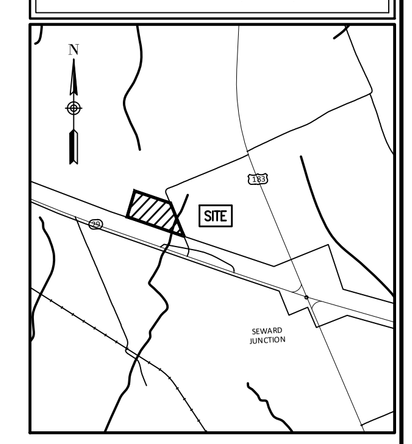
GENERAL NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF LIBERTY HILL.
2. THIS PLAT COMPLIES WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.
3. OBSTRUCTIONS WITHIN DRAINAGE EASEMENTS ARE PROHIBITED.
4. PROPOSED SUBDIVISION TO COMPLY WITH THE ROUND ROCK TRANSPORTATION CRITERIA MANUAL (RRTCM) STREET DESIGN STANDARDS INCLUDING INTERSECTION SIGHT DISTANCE, MINIMUM HORIZONTAL CURVE RADII, TANGENT SPACING BETWEEN CURVES, INTERSECTION SPACING, ROW WIDTHS, CURB RETURN RADII, ETC.
5. SURVEYOR CONFIRMS ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.

30 0 15 30 60
(IN FEET)
GRAPHIC SCALE 1"=60'

LEGEND

- IRON ROD FOUND (SIZE NOTED)
- IRON PIPE FOUND (SIZE NOTED)
- BENCHMARK FOUND
- CALCULATED POINT
- COTTON SPINDLE FOUND
- NAIL FOUND
- FENCE POST OCCUPIES PROPERTY CORNER
- MONUMENT FOUND
- CONCRETE MARKER FOUND
- CO CLEAN OUT
- BOLLARD (SIZE NOTED)
- ELECTRIC PULL BOX
- E ELECTRIC METER
- ET ELECTRIC TRANSFORMER
- E ELECTRIC MANHOLE
- FIRE HYDRANT
- G GAS METER
- GV GATE VALVE
- HANDICAP PARKING
- LIGHT POLE
- MAILBOX
- T TELEPHONE MANHOLE
- TELEPHONE SERVICE BOX
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL
- VALVE
- WATER VALVE
- W WATER METER
- S STORM SEWER MANHOLE
- WW WASTEWATER MANHOLE
- W WATER MANHOLE
- SIGN (AS NOTED)
- POWER POLE
- DOWN GUY
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENTS
- BUILDING SET-BACK
- OE OVERHEAD ELECTRIC
- SIDEWALK / PATHS / TRAILS



VICINITY MAP
1"=3000'

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800

PRELIMINARY PLAN 1 OF 2

STONEWALL RANCH COMMERCIAL, JV
STONEWALL COMMERCIAL EAST
11730 W. SH 29
LIBERTY HILL, TX

STATE OF TEXAS
CHRISTOPHER A. REID
81546
LICENSED
PROFESSIONAL ENGINEER
5/8/20

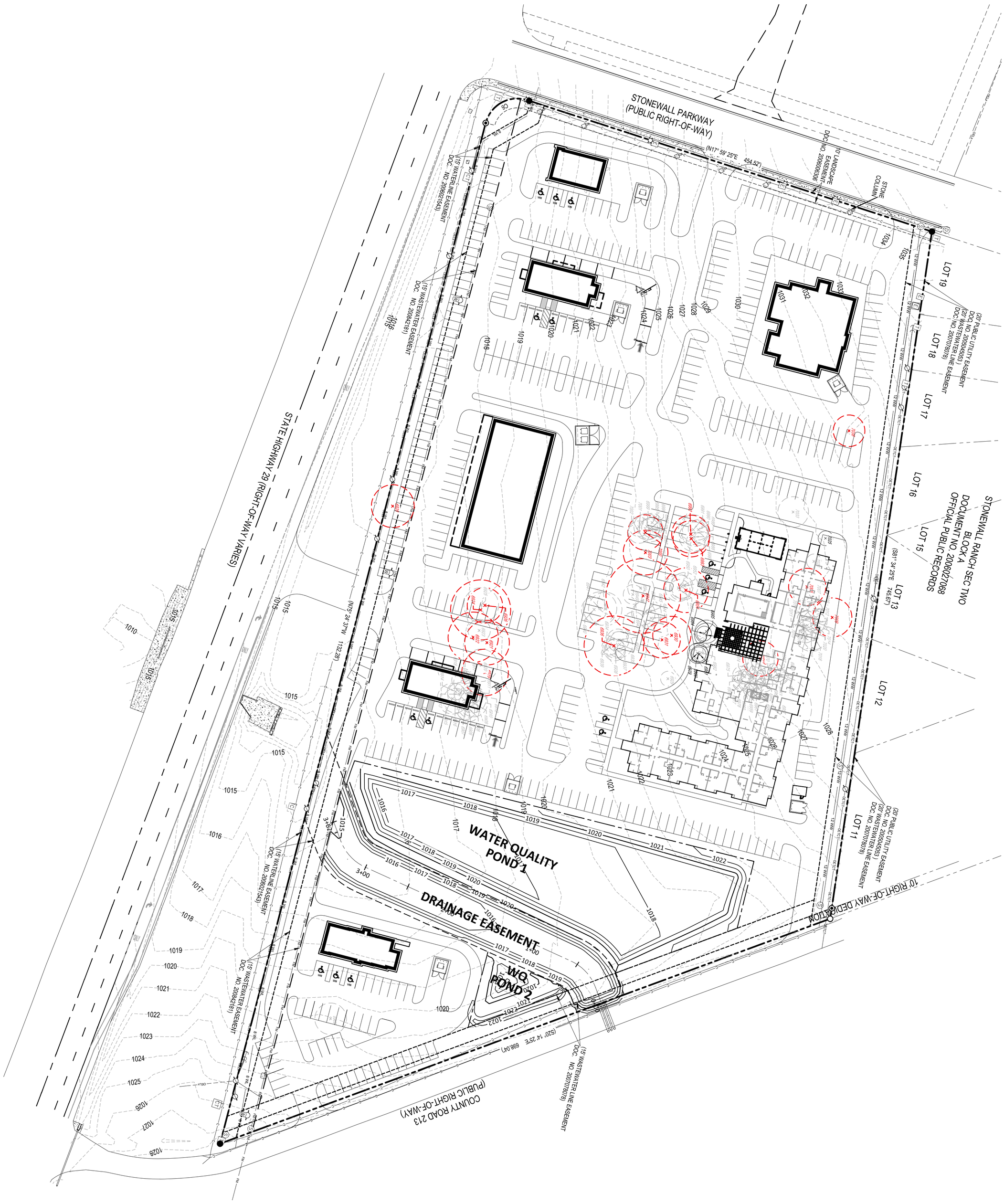
Designed:	RP
Drawn:	RP
Reviewed:	CR
Date:	5/6/2020

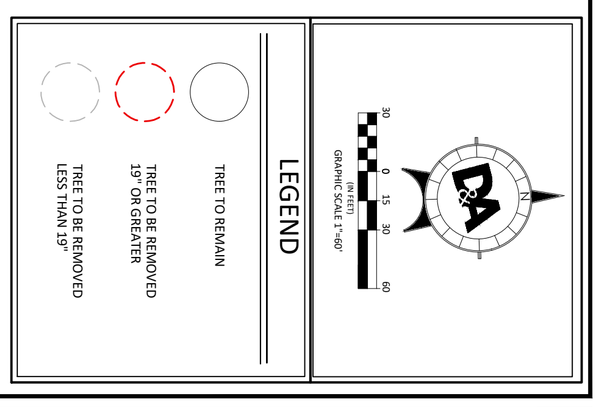
SHEET
1
OF 2

Project No.:
1516-002

Drawing: c:\pw_working\richard.pham\dms17212\1516002-PRELIM.dwg
User: RPHAM
Last Modified: May. 07, 20 - 12:36
Plot Date/Time: May. 11, 20 - 09:28:55

Drawing: X:\Branches\Wilco\Projects\1516-002\CADD\dwg\working_drawings\sheets\11 ac\1516002-CD-TP.dwg
User: RPHAM
Last Modified: Feb. 18, 20 - 16:38
Plot Date/Time: Feb. 19, 20 - 09:02:36





TREE LIST

TREE POINT NO.	SPECIES_DBH (diameter at breast height (in))
6905	LIVE OAK-17IN
6906	LIVE OAK-11IN
6907	LIVE OAK-9.5IN
6908	LIVE OAK-10IN
6909	LIVE OAK-15IN
6910	LIVE OAK-14.5IN
6911	LIVE OAK-10.5IN
6912	LIVE OAK-14.5IN
6913	LIVE OAK MULTI-12.5IN, 12IN
6914	LIVE OAK-9IN
6915	LIVE OAK-16.5IN
6916	LIVE OAK-13.25IN
6917	LIVE OAK-12IN
6918	LIVE OAK-12IN
6919	LIVE OAK-25IN
6920	LIVE OAK-17.5IN
6921	LIVE OAK-24IN
6922	LIVE OAK-27IN
6923	LIVE OAK-12IN
6924	LIVE OAK-35.25IN
6925	LIVE OAK-18.75IN
6926	LIVE OAK-19IN
6928	LIVE OAK-23IN
6929	LIVE OAK-8IN
6930	LIVE OAK-20.5IN
6931	LIVE OAK-19.5IN
6933	LIVE OAK-9IN
6934	LIVE OAK-12IN
6935	LIVE OAK-14IN
6936	LIVE OAK-32IN
6937	LIVE OAK-10.5IN
6938	LIVE OAK-11.5IN
6939	LIVE OAK MULTI-15IN, 8.5IN
6940	LIVE OAK-13.5IN
6941	LIVE OAK-18IN
6942	LIVE OAK MULTI-18IN, 10.5IN
6943	LIVE OAK-11.5IN
6944	LIVE OAK-8.5IN
6945	LIVE OAK-15IN
6946	LIVE OAK-12.5IN
6947	LIVE OAK MULTI-37IN, 40IN
6948	LIVE OAK-14IN
6949	LIVE OAK-10.5IN
6950	LIVE OAK-14.5IN
6951	LIVE OAK-11IN
6952	LIVE OAK-12.5IN
6953	LIVE OAK-14.5IN
6954	LIVE OAK-24IN
6957	LIVE OAK-34IN
6958	LIVE OAK-10IN
6959	LIVE OAK MULTI-8IN, 7IN
6960	LIVE OAK-7IN
6961	LIVE OAK-8.5IN
6962	LIVE OAK-9IN
6963	LIVE OAK-8.5IN
6964	LIVE OAK-8IN
6965	LIVE OAK-8IN
6966	LIVE OAK MULTI-7.5IN, 6IN
6967	LIVE OAK-7.5IN
6968	LIVE OAK-8IN
6969	LIVE OAK-19IN
6970	LIVE OAK-8.5IN
6971	LIVE OAK-8.5IN
6972	LIVE OAK-8IN
6973	LIVE OAK-12IN
6974	LIVE OAK-7.5IN
6975	LIVE OAK-9.5IN
6976	LIVE OAK-10IN
6977	LIVE OAK-9IN
6978	LIVE OAK-9.5IN
***6979	LIVE OAK-11IN
***6980	LIVE OAK-8IN
***6981	LIVE OAK-9.5IN
6982	LIVE OAK-10.5IN
***6983	LIVE OAK-13IN
***6984	LIVE OAK-8IN
***6985	LIVE OAK-12.5IN
6987	LIVE OAK-10IN
6988	LIVE OAK-16IN
6989	LIVE OAK-14IN
6990	LIVE OAK-11IN
6991	LIVE OAK MULTI-16IN, 7IN
6992	LIVE OAK-20.5IN
6993	LIVE OAK-19.5IN
6995	LIVE OAK-10IN
6996	LIVE OAK-11IN
6997	LIVE OAK-13IN
6998	LIVE OAK-11IN
6999	LIVE OAK-14IN
7000	LIVE OAK-19IN
7001	LIVE OAK-10.5IN
7002	LIVE OAK-12IN
7003	LIVE OAK-24IN
7005	LIVE OAK-20IN
7006	LIVE OAK-12.5IN
7007	LIVE OAK-7.5IN
7008	LIVE OAK-8IN
7009	LIVE OAK-21IN
7010	LIVE OAK-9IN
7011	LIVE OAK-9.5IN
7012	LIVE OAK-9.1N
7013	LIVE OAK-12IN
7014	LIVE OAK-6IN
7015	LIVE OAK MULTI-10IN, 9.5IN, 7IN
7016	LIVE OAK-12IN
7017	LIVE OAK-11IN
7018	LIVE OAK-11.5IN
7019	LIVE OAK-17.5IN
7020	LIVE OAK-9.5IN
***7025	LIVE OAK-8IN
7026	LIVE OAK-6IN
7033	LIVE OAK-16.5
7038	LIVE OAK MULTI-23IN, 23IN, 23IN, 17IN, 17IN

*** Trees to remain

6919 Trees 19" or greater

Note: Up to 40% of trees greater than 10" but under 19" can be removed. Exceptions are made for trees that pose a health and safety problem, including Hackberry, Mesquite, and Ash Juniper/Cedar.

STONEWALL COMMERCIAL EAST
LIBERTY HILL, TEXAS

TREE PRESERVATION PLAN

DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF CHRISTOPHER A. REID, P.E., TBPE#81546, ON 2/18/2020, FOR THE PURPOSE OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE CITY OF LIBERTY HILL.

Designed: SC & RP
Drawn: SC & RP
Reviewed: CR
Date: 2/18/2020

SHEET 4 OF 31

Project No.: 1516-002

AGENDA ITEM #9.a.

ATTACHMENTS:

Description	Upload Date
Butler Farms Second Amendment	10/9/2020

SECOND AMENDMENT TO
ANNEXATION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Amendment**") is made by and between the City of Liberty Hill, Texas, a home rule city organized under the laws of the State of Texas ("**City**") and Butler Family Partnership, Ltd. a Texas limited partnership ("**Owner**"), EFFECTIVE on **August , 2020**.

RECITALS:

A. City and Owner are parties to that certain Annexation and Development Agreement dated August 31, 2018, and amended by that certain First Amendment to Annexation and Development Agreement dated January , 2018 (the "**Development Agreement**").

B. City and Owner desire to amend the Development Agreement.

C. All capitalized terms used in this Amendment shall have the meanings given to them in the Development Agreement, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Development Agreement as following effective as of the date hereof:

1. Section 2.01 of the Development Agreement is amended to replace the definition of "Additional Land" with the following: "**Additional Land**" means any property that is adjacent or may become adjacent to the Property; provided, however, the Additional Land shall not add more than 1,500 more Dwelling Units to the Project over the initial 1,250."

2. Section 5.03 of the Development agreement is amended to replace the number "1,200" with "1,250".

3. Section 5.07 is amended to replace the number "1,200" with "1,250".

4. Section 6.01 is deleted and replaced with the following:
"(a) At the time of execution of this Agreement, and subject to the construction of the Water Facilities, as defined below, City agrees that it will have sufficient water capacity to serve the Project. Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner agrees to design, permit, construct and fund the extension of City water facilities to provide service to the Project, which extension of facilities is described on Exhibit "K" attached hereto ("Water Facilities"). All Water Facilities required to serve the Project shall be designed and built to the City's construction standards

and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

(b) Owner shall initially be responsible for the cost of the Water Facilities; provided, however, the City shall reimburse the Owner for the cost of construction relating to the oversizing from 16 inch to a 24 inch main. Owner shall provide to the City monthly ~~reimbursement~~payment applications for ~~reimbursement~~payment of costs actually ~~paid by~~invoiced to the Owner by the contractor, identifying among other items the cost of oversizing the main. Owner must provide sufficient documentation with each ~~reimbursement~~payment application to allow the City and its agents to verify the work performed and costs expended. The City shall ~~reimburse~~pay Owner for the actual costs ~~incurred~~invoiced for the oversizing within ~~thirty~~ten days of receipt of a complete ~~reimbursement~~payment application. The cost of oversizing shall be calculated as follows:

(i) Owner's engineer has provided cost estimates for the construction of 16 inch main, and a 24 inch main, attached hereto as Exhibit "P". Upon bidding out the project for both the costs of the 16 inch main and the 24 inch main, the cost estimates in Exhibit "P" will be updated to reflect the actual bid costs of the oversizing. City shall be responsible for reimbursing Owner for the difference between the therein identified "16" Waterline" construction total and the "City Upsizing" construction total.

(c) Further, Owner shall design and construct a waterline measuring approximately 950 feet within the right of way of County Road 277, as identified on Exhibit "N" ("277 Waterline"). Owner shall initially be responsible for the 277 Waterline, provided that the City shall reimburse the Owner for all costs associated with the construction of the 277 Waterline, including but not limited to the costs of design, construction, engineering, surveying, or acquisition of land. Owner shall provide to the City monthly ~~reimbursement~~payment applications for ~~reimbursement~~payment of costs actually paid by Owner, identifying among other items the cost of oversizing the main. Owner must provide sufficient documentation with each ~~reimbursement~~payment application to allow the City and its agents to verify the work performed and costs expended. The City shall ~~reimburse~~pay Owner for the actual costs ~~incurred~~invoiced for the oversizing within ~~thirty~~ten days of receipt of a complete reimbursement application.

(d) The City hereby agrees (at its sole cost and expense) to obtain any and all necessary easements required for the installation of the Water Facilities. Recognizing the regional benefit to the City and its residents accruing from such Water Facilities, the City agrees to acquire any such necessary easements by

utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense.

5. Section 6.04 – Subsections (a) and (b) of Section 6.04 are deleted and replaced with the following:

"(a) provide water utility service to customers within the Project in the amount of one thousand two hundred (1,250) LUEs; and

(b) provide wastewater utility service to customers within the Project in the amount of one thousand two hundred (1,250) LUEs."

6. Section 8.01 is hereby amended to add the following sentence at the end of the section:

"Owner shall also be permitted to construct all streets within the Project using the pavement materials and thicknesses described in Exhibit "O" attached hereto.

7. Exhibit G - Note 3 on Exhibit "G" of the Development Agreement is amended to replace 30% with 40%.

8. Exhibit K - Exhibit "K" of the Development Agreement is replaced with the attached Exhibit "K".

9. Exhibit N. A new Exhibit "N", attached hereto, shall be added to the Development Agreement.

10. Exhibit O. A new Exhibit "O", attached hereto, shall be added to the Development Agreement.

11. Exhibit P. A new Exhibit "P", attached hereto, shall be added to the Development Agreement.

12. Section 15.22 is hereby deleted and replaced with the following:

Exhibit "A"	Description of the Property
Exhibit "B"	Concept Plan
Exhibit "C"	City Code/City's UDC __
Exhibit "D"	Parks, Trails, and Open Space
Exhibit "E"	Fee Schedule
Exhibit "F"	City Tree List
Exhibit "G"	Development Waivers
Exhibit "H"	Memorandum of Agreement
Exhibit "I"	Typical Roadway Cross Sections
Exhibit "J"	PID/TIRZ Term Sheet
Exhibit "K"	Water Facilities
Exhibit "L"	Wastewater Facilities

Exhibit "M"	Sample Travelling Investor Letter
Exhibit "N"	CR 277 Waterline
Exhibit "O"	Pavement Thickness
Exhibit "P"	Cost Estimates – Waterline Upsizing

13. Except as modified by this Amendment, the Development Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in multiple counterparts, and electronic signatures (including fax, copy, pdf) shall be deemed originals.

[Signatures follow on next page]

IN WITNESS WHEREOF, City and Developer have executed and delivered this Amendment as of the date and year first above written.

CITY:

CITY OF LIBERTY HILL, TEXAS,
a Texas General Law Type A City

By: _____

APPROVED as to form:

_____
_____, City Attorney

Owner:

Butler Family Partnership, LTD
a Texas limited partnership

By:_____
Edward S. Butler, General Partner

EXHIBIT B

SEC Pla nning, LLC

LOTIINGJ
PHASE 1 & **PHASE 2**

BUTLER FARMS

LIBERTY HILLTEXAS

No.th

Date: Deoember 9, 2018

EXHIBIT K

[TO BE ADDED]

EXHIBIT N

[TO BE ADDED]

EXHIBIT O

Street Classification	Subgrade Material	Hot Mix Asphaltic Concrete, in	Crushed Limestone Base, in	Lime Stabilized Subgrade, in	Geogrid
Local Residential	Subgrade PI less than 20	1.5	8	-	-
	Subgrade PI greater than 20	1.5	10	10	-
	Subgrade PI greater than 20**	1.5	15	-	-
	Subgrade PI greater than 20**	1.5	10	-	X*
Local Collector	Subgrade PI less than 20	2.0	10	-	-
	Subgrade PI greater than 20	2.0	12	10	-
	Subgrade PI greater than 20**	2.0	18	-	-
	Subgrade PI greater than 20**	2.0	12	-	X*
Major Collector	Subgrade PI less than 20	3.0	15	-	-
	Subgrade PI greater than 20	3.0	15	10	-
	Subgrade PI greater than 20**	3.0	23	-	-
	Subgrade PI greater than 20**	3.0	15	-	X*

Notes:

1. * - A single layer of Tensar TX130S grid or approved equivalent should be placed below the crushed limestone base layer.
2. ** - The increased base and geogrid options are considered structurally equivalent to the lime stabilization option.
3. Based on the borings placed for this investigation and assuming that the final grade of the ROW is approximately the same as the existing grade, it is expected that approximately 90% of the streets will have a subgrade PI greater than 20.
4. The surface clay must first be tested for sulfate reaction and a mix design should be completed to determine the proper lime content, lime type, mixing procedure and curing conditions required.
5. The subgrade improvement should be extended 3 feet beyond the back of the curb line.
6. Any expansive fill (PI > 20) placed in the subgrade after boring completion shall be considered expansive subgrade.
7. **Delineation between these different pavement thickness sections should be completed in the field by observation of open utilities trenches and the pavement subgrade by the Geotechnical Engineer of his designate.** Given the known variability of surface soils at this site, the geotechnical engineer must verify the subgrade before installation of the pavement system can proceed. Multiple site visits may be required depending upon the construction schedule. Finalized distinction between pavement thickness section options shall be provided as addendums to this report as these observations are completed. Please contact the geotechnical engineer when the utility trenches are open
8. These pavement thickness designs are intended to transfer the load from the anticipated traffic conditions.
9. The responsibility of assigning street classification to the streets in this project is left to the civil engineer.
10. If pavement designs other than those listed above are desired, please contact MLA Geotechnical.

EXHIBIT P
COST ESTIMATES – WATERLINE UPSIZING

~~OPINIO N OF PROBABLE COST~~

~~BUTLER FARMS OFFSITE INFRASTRUCTURE w. POTABLE WATER UPSIZING~~

~~16" CITY~~

~~*WATERLINE* UPSIZING~~

~~Approx Qty~~	~~Du ex/ plion of Ik m~~	~~Uni!Price~~

16" CITY WATERLINE UPSIZING

A-	26			Furnish and Install stabilizedconstruction entrance complete in place. Maintain during construction	$ 2,500.00	1	62,500.00	62,500.00
A2	473 CB	!!!!!!!		Furnish and Install temporary silt fence within limits of construction complete in place. Maintainduring construction			141,924.00	141,924.00
A3	25			Furnish and Install Temporary 12') Ft ft11 /Storage/Sp.ils/Cottrate Wash0 ut Area. Secure area with Chain Link Fence and (1) Entry / Exit Gate. Install Silt Fence around perimeter Remove accumulation complete in place. Install drainage and hydromulch	$ 2,500.00	1	62,500.00	62,500.00
A4	!!!!!	3,900		Furnishand Install Rock Berm complete in place			117,000.00	117,000.00
A5	78,265	!!!!!!!		Furnishand Install topsoil (6"depth)within !!!nclosed ed treature as and with in R.O.W. complete in place			133,050.50	
M	78,265	!!!!!!!		Furnish Install Pennant complete in accordance with the Hydromulch Installing and Installing disturbed within R.O.W., and Installed in accordance with manufacturer complete in place			78,265.00	78,265.00
A7	~175	175		Furnish and Install Tree Protection Fencing perdetail complete in place Misce			7,875.00	7,875.00
A8			LS	Miscellaneous items including drives and fences	$ 93,100.00	1	93,100.00	93,100.00
							696,30.f.5(1	

6 POTABLE WATER IMPROVEMENTS

C1				Furnish Install 12 inch C-900 XIPVCDR-18 water line including pipe, fittings, restraints, and all other appurtenances, (all depths) to cross Stable field Lane complete in place	$			4,125.00
	7,575	2,115						211,500.00
				Furnish and Install 18 inch C-900 XIPVCDR-18 water line including pipe, fittings, restraints, and all other appurtenances (all depths) complete in place	150.00	5		1,255,000.00
		15,11		Furnish Install 24 inch C-900 XIPVC DR-18 water line including pipe, fittings, restraints, and all other appurtenances (all depths) complete in place	1,500.00	1		
				Furnish and Install 4 inch C-900 PVC DR-18 water line including pipe, fittings, restraints, and all other appurtenances (all depths) complete in place	35.00			108,300.00
			LF	Furnish and Install 3 Steel Encasement across Hwy 290 including bore, casing and end seal	55 0.71.00	1	75,000.00	70,100.00
			LF	Furnish and Install 42 Steel Encasement including boring, casing and end seals	55 1,100.00	5		55,000.00
			LF	Furnish and Install 6" Concrete Cap	35.00		1,050.00	10,050.00
			EA	Furnish and Install 10" Gate Valve, including appurtenances, as appurtenances complete in place	8,300.00	1	7,57,300.00	58,100.00
			EA	Furnish and Install 18" Gate Valve, including appurtenances, as appurtenances complete in place	5 10,100.00	1		128,000.00
			EA	Furnish and Install 24" Gate Valve, including appurtenances, as appurtenances complete in place	5 21,100.00	5		362,000.00
				8" Drain Valve Assembly complete in place	55 2,600.00	5	23,400.00	23,000.00
				Furnish and Install Standard Fire Hydrant Assembly, including pipe, fittings, restraints, valves, hydrants, and all items needed to install, flush and show an ok to system. Install 10	55 4,900.00	5	132,300.00	132,300.00
			EA	2" Air Release Valve complete in place	4,051.00	5	350.00	64,350.00
				24" PRV Mid 13'-6" x 20' Vault complete in place	55 125,000.00	5		125,000.00
			SA	12" PRV and 13' 6"x 20' Vault complete in place	55 48,100.00	5		48,000.00
					2,500.00	1		2,500.00
	7,575	28,949	LF	TrenchSafetySystem forwaterline	1.00		25,798.00	28,949.00
			EA	Connection to existing waterline	5,200.00	1	5,200.00	5,200.00
	7,575	28,949	LF	PressurePipeHydrostaticTesting	55 1.10		28,377.80	31,843.90
							3,305,000.00	5,774,950.90

P:\M[illegible]\M-01_7001_Butler\02_Eng[illegible]\0-0 mins-xlOOO_FOLOFESHE_COMPARAISON"OFSITE CONSTRUCTION COSTS 20200805

C O N S U L T I N G , LLC

16" CITY

WAT ER LIN E UPSI ZING

	Providetemporytraffiecontrolduringcontruct'on,includingbarricades,construction ns, temporary pavement marki , , s and channeli zin11; devices com 'lete in 'lace	$ 53, 710.00	$ 6'10.uo	53, 710.00
			28,560.00	28,56000
SY	Various Concrete Drive' Paving Repair	172.00	$ 68,800.00	68,8' XI.OO
SY	Various Asphalt Drive/PavingRepaln	161.00	$ 10'1,650.00	104 #:().00
	Open Cut 9u'o'olefield Laroe (Remove and Rep lace Pavem ent Section)	$ 15,((().00	$	15,C0Q.OO
	Pro vidcte mpo rary traffic control during contru ct'on,in cluding 'oar ricades,con 1 ruction si ns 'temnoraa' avement marki,,,s andchannelizin, devices for9u 'o'olefield Lane	$ 6,500.00	$	6,500.00
			255,710.00	

	urnish and 'rotal! temporary silt rence within limits o construction comp 'lete in pace Maintandurm construct ion urnshand rstal! topso!!(6"cep.h)vithinlandscapedtractare as and wit in n. ,.*.. ro m 'ielein 'lace			2,370.00 1,311.75
				94,8XI.OO 97,100.00
	furni 'hun d In stal1 l6"Gate Vi1ve,in cluding 'ecc ssary '!gtsi!'"' o ej e'e in 'plac,	$ 8,3CO.OO	$ 0.00	16,6J0.00
EA	8" Dnin Valve Assem'oly rompl ete in pl	$ 2,600.00	$	2,600.00
	urnshan d rstall "'andard ire Myd ran t Assemb ly ,ncluding pipe, 'lit 'l s, restmi rts, valves h"dmrt andelite"'treeldS'"'urtenances a ssl hown on "la ns com 'ctei n 'lace	$ 4,90000	$	
EA	4" Air Release Valv e complete in place	$ 4,05:1.OO	$	4,050.00
LF	TrenchSafetySystemsforwaerlirse	$ 1.8		
		5,200.00	$	5,200.00
LF	Pre , u re Pipe Hydro stalk Testl'.	$ 1.18		1,e429.)
STREET IMPROVEMENTS				
	Provide temporary traffic control du r'S cons tru cti on,incl udin g bm ricades,co , ,truction si n, tempa r.iry pav ement markim;,s, and channeli zin jl; device, , com 'ete in 'lace	$ 10,1)X).00	$	18,C00.OO
	Surve y Topo and Tree Sur vey	$ 2J0000	$	2 ,((0.00
		951.OO	$	
LS	Engin ea r i'l, Civ il Design	$ 23,750.00	$ 0.00	
LS	Engin ea r ins Miscellaneous	$ 3,200.00	$	3,3(0.00
			0.00	277,45130

OFFSITE UTILITIES w. POTABLE WATER U PSIZING		16" WAT ER LIN E	CITY UPS IZING
A. EROSION CONTROLS & MI SCELLANEOUS ITEMS		$ 6g,.3a,	$ 606,305
C. POTAB LE WATER IMPR OVEMENTS		$ 3,3 OR2	$ 5,774,751
D. STREET I MPROVEMENTS		$ 255,720	$ m ;m
E. CR 3 Tl6 NW ATERUNE I MPROVEMENT		$ 0	$ 271,151
CONSTRUCTION TOTA!		$ 4,26q 106.30	$ 7,025,926.70

1. This Engi1eer's Opin ion of Probable Cost (OPC) IS no1 prepared by a contra c'or or profes sional cost estmator. Adu al construction bids may vary significantly due to 1m11g of conslruction, changed cond illons , the competitilenatu ra of the market laborra 1o chang es o r other factors.

2. Engineer's OPC is based on un appr0Vled plans. CR277 Wate rle Improvemon t project is still 11 conceptual stage without designed plans

P:M"111 AINI1: 'M.•01 7001 Bu1ie/02 Eng ... ra >ce r O rinion.JOIO'JOLOPESH E COMPAAISON'OfESITE CONST RUC TION COSTS 20200805 P"0"2 ,1I2

Document comparison by Workshare 9 on Tuesday, September 29, 2020 3:16:39 PM

Input:	
Document 1 ID	file://G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\CLEAN.Second Amendment to Development Agreement.8.10.2020.docx
Description	CLEAN.Second Amendment to Development Agreement.8.10.2020

Document 2 ID	G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\Second Amendment to Development Agreement -Clean (17 September 2020).docx
Description	G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\Second Amendment to Development Agreement -Clean (17 September 2020).docx
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Insertions	6
Deletions	3

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Style change	0
Format changed	0
Total changes	9

Document comparison by Workshare 9 on Thursday, October 08, 2020 11:06:15 AM

Input:	
Document 1 ID	file://G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\Second Amendment to Development Agreement -clean(29 September 2020).docx
Description	Second Amendment to Development Agreement -clean(29 September 2020)
Document 2 ID	G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\Second Amendment to Development Agreement -CLEAN (8 October 2020).docx
Description	G:\Client\MA Partners.SCM\Butler Farms\Development Agreement\Second Amendment\Second Amendment to Development Agreement -CLEAN (8 October 2020).docx
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Statistics:	
	Count
Insertions	15
Deletions	346
Moved from	0

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Style change	0
Format changed	0
Total changes	361

AGENDA ITEM #9.b.

ATTACHMENTS:

Description	Upload Date
Dev Agrmnt	10/9/2020
380 Agrmnt	10/9/2020

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT WITH**
COUNTY OF WILLIAMSON	**§**	**1941, LTD. and WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; and WILCO LAND INVESTMENTS III, LLC**
CITY OF LIBERTY HILL	**§**	**REGARDING DEVELOPMENT OF ITS PROPERTY**

This Development Agreement (the "Agreement") is entered into by and between the CITY OF LIBERTY HILL, a Texas Municipal Corporation ("City") and 1941, LTD. and WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; and WILCO LAND INVESTMENTS III, LLC (collectively "Wilco"). 1941, LTD. and Wilco may be collectively referred to as "1941". City, 1941, and any of its/their respective subsidiaries, successors and assigns may be individually referred to as a "Party" and collectively as "Parties").

WHEREAS, Wilco owns that certain 285 (+/-) acre tract of land (the "Property") generally located east and west of the proposed Parmer Lane/Ronald Reagan Blvd. north of Highway 29 in the City's extraterritorial jurisdiction, and more specifically described in Exhibit A, which is attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, 1941 has proposed to construct or cause to be constructed on the Property a mixed-use project and residential subdivision (the "Project"); and

WHEREAS, the purpose of this Agreement is to promote new economic development as contemplated by Chapter 380 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code, whereby·1941 will construct, develop and operate the Project or cause the Project to be constructed, developed, and operated; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution, Section 380.001 and Chapter 395 of the Tex. Local Gov't Code, and the Development Corporation Act to establish economic development programs and to provide grants for economic development; and

WHEREAS, City, after due and careful consideration, has determined that providing economic development incentives will further the public purposes and economic development goals of the City (including growth of the City, increasing the City's real estate tax assessment values and sales tax revenues, and providing increased employment opportunities and jobs); and

WHEREAS, City has further determined that development of the Property will not occur solely through private investment in the reasonably foreseeable future and the Property is predominately open.

WHEREAS, City and 1941 desire to enter into this Agreement to set forth certain matters relating to the development of the Property in order to further support the economic benefit to the City resulting from the development of the Property;

NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the City and 1941 hereby agree as follows:

1. Acquisition of Property and Notice to Proceed

1.1 Acquisition of Property.

Wilco owns fee title to the Property; and

1.2 Project Commencement.

Within twelve (12) months of the date of recordation of an approved final plat for the Project, 1941 shall commence construction of the Project.

2. Rights and Obligations of 1941

2.1 Compliance with Development Regulations and Other Ordinances.

1941 shall comply with the City's development approval processes and shall develop the Property consistent with the City's Unified Development Code (the "UDC"), City-approved development plans, other City development requirements that are uniformly applicable within the City's extraterritorial jurisdiction ("ETJ"), and this Agreement. 1941 shall also pay the applicable, normal and ordinary utility connection fees, tap fees, and monthly utility charges for utilities sized for the Project, as set by the applicable utility provider.

2.2 Utility Services for the Property.

2.2.1 Commitment to Provide Service

a. City to Provide Wastewater Utility Services.
The City will be the sole provider of retail wastewater services to the Property and will provide wastewater service to the Property in the same manner and on the same terms and conditions as the City provides service to other retail wastewater customers.

1941 will pay for such capacity based on the impact fees that are approved and adopted pursuant to the provisions of Chapter 395, Texas Local Government Code. 1941 may assign its rights to wastewater treatment capacity for the Project to Williamson County Utility District No. 17 or the retail service provider. The City agrees that the impact fees shall not be collected until the time an application for a retail wastewater service connection is submitted to the retail service provider.

b. Phasing of Wastewater Service.
The City acknowledges that, because the City will process, review, and approve preliminary and final plats for and will also review and approve the construction plans for all wastewater improvements to be constructed within the Property, the City will be aware of the development status of the Project and the timeframe within which wastewater service will be required to serve such development. The City agrees to make retail wastewater service available to the Property on a phased basis, as required to serve such development.

c. Service Level.
The City agrees and commits to provide retail wastewater service in the time and manner required for the full build-out of all the Property within the Project. The City agrees to provide written confirmation of the availability of service upon request.

2.2.2 Impact Fees and Rates

a. Impact Fees.
The City has adopted wastewater impact fees pursuant to the authority granted by Chapter 395, Local Government Code. At the time the City collects each impact fee, 1941 will have the guaranteed right to wastewater capacity in the City's wastewater system ("System") for the LUEs of service for which impact fees have been paid. The impact fees payable under this Agreement will be paid by or on behalf of 1941 (or its assigns), as applicable, to the City as consideration for the rights granted to 1941 in the present and future capacity of the City's System and for the City's agreement to provide, and make improvements necessary to provide, wastewater treatment and disposal services as required to serve development within the Property. The foregoing notwithstanding, the City acknowledges that it would not be equitable for 1941 to construct and fully finance the major wastewater facilities under this Agreement and to also pay costs associated with the same facilities through impact fees.

b. Time for Payment and Amount.
The City's wastewater impact fees will be paid at the latter of: (1) prior to the recording of each phase of a subdivision plat approved by the City for the portion of the Property located within the City's ETJ or (2) at the time a connection is made to the wastewater system. If there is no City-approved plat, impact fees will be paid at the time a connection is made to the wastewater system. The impact fees will be computed for each plat based on the number of lots and the uses within that plat, as required by the City's impact fee ordinance. The wastewater impact fees for each service unit may be amended in accordance with Chapter 395 of the Texas Local Government Code and upon adoption of the amendment of the wastewater impact fee by the City, the amended wastewater impact fee shall be paid per LUE, provided the revised impact fee will continue to include a credit for the construction of the wastewater facilities.

c. Obligations for Payment.
Payment of the City's wastewater impact fees will be the obligation of the party arranging for the wastewater connection at the latter of: (1) prior to recordation of the final plat, or (2) at the time a connection is made to the wastewater system. If there is no City-approved plat, wastewater impact fees will be paid at the time a connection is made to the wastewater system. All impact fees will be paid directly to the City by the responsible party.

d. Wastewater Rates.
The City has undertaken a study of its wastewater rates and the parties have agreed that the rates and charges paid by 1941 for wastewater service will be the rates established by the City pursuant to such rate study and can be amended as necessary by the City.

e. Other City Charges.
The City's standard fees being charged at the time service is rendered, including engineering review and inspection fees, applicable within the City's corporate limits, will be applicable to wastewater facilities constructed and services provided to 1941.

2.3 **<u>Ownership of the Property and Leasing Obligations.</u>**
Consistent with the City-identified priority of increased retail selection, with regard to any portion of the Property developed for commercial or retail use ("1941 Retail Parcel"), 1941 shall use all commercially reasonable efforts applicable to projects similar in nature, market type, and market share to the 1941 Retail Parcel to keep the leased portions of the 1941 Retail Parcel fully leased, and to use its commercially

reasonable efforts to re-lease any terminated or expired leases within a reasonable time after the termination or expiration thereof.

2.4 **Extraterritorial Jurisdiction and Annexation.**
At the request of 1941 the Property has been included in the City's extraterritorial jurisdiction. The City acknowledges that the Property is within Williamson County Municipal Utility District ("MUD") 17. Prior to annexation of any portion of the Property by the City, 1941 must first agree to such annexation and file a petition with the City requesting the annexation. Additionally, the City and MUD 17 must enter into a strategic partnership agreement pursuant to Section 43.0751 of the Texas Local Government Code regarding land within the MUD.

3. Rights and Obligations of the City

In consideration of 1941 's compliance with the terms of Sections 1 and 2 of this Agreement, the City agrees as follows:

3.1 **Permitting/Inspection.**
Until such time as the Property is annexed by the City, the City hereby agrees that, with the exception of the wastewater inspection referenced below and the building fee as may be regularly charged by the City, contractors, vendors, trades or homebuilders constructing any structure, improvement or home within the Property will not be required to obtain building permits or inspections from the City, nor pay any City inspection fees. Wastewater inspection permits will be issued by the City of Liberty Hill and fees will be paid according to the current City wastewater Fee Schedule at the time of application.

4. Default and Termination

4.1 **1941 Event of Default.**
1941 shall be in default under this Agreement upon the occurrence of one or more of the following events:

4.1.1 1941 fails to comply with any obligations it has under this Agreement; or

4.1.2 A mortgagee's or lienholder's acquisition of 1941's interest in the Property or a portion of the Property, through foreclosure or conveyance in lieu of foreclosure unless such mortgagee, lienholder, assignee, or other successor in interest to 1941, as applicable, shall agree in writing to comply with the terms of this Agreement.

The foregoing is each referred to herein as a 1941 Event of Default. The City shall provide to 1941, as applicable, at least thirty (30) days prior written notice of the occurrence of one or more of the above 1941 Event(s) of Default and an opportunity to cure such default within such 30-day period. 1941 may require additional time to cure such default and City shall allow a reasonable amount of additional time for 1941, as applicable, to cure such default provided 1941 is acting in good faith and making reasonable efforts to cure such default. Such notice shall include a description of the specific 1941 Event of Default. In the event 1941 fails to cure the default, the City shall have all rights and remedies available to it under the applicable law, including, but not limited to, the cancellation of this Agreement and all of the City's obligations hereunder.

4.2 **City Event of Default.**

The City shall be in default under this Agreement upon the occurrence of one or more of the following event:

The City fails to comply with one or more terms of this Agreement.

The foregoing event is referred to herein as a City Event of Default. 1941 shall provide to the City at least thirty (30) days prior written notice of the occurrence of a City Event of Default and an opportunity to cure such default within such 30-day period. City may require additional time to cure such default and 1941, as applicable, shall allow a reasonable amount of additional time for City to cure such default provided City is acting in good faith and making reasonable efforts to cure such default. Such notice shall include a description of the specific City Event of Default. In the event the City fails to cure the default, 1941, as applicable, shall have all rights and remedies available to it under the applicable law.

4.3 **Force Maieure.**

Any claim or defense related to this Agreement based on force majeure is limited as follows: "Force Majeure" and " Force Majeure Event" mean acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, or any other civil or military authority other than City (including, without limitation , any officer, employee, other agent of City, or any office, or department of City), insurrections, riots, epidemics, pandemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a Party not receiving a governmental permit, license, approval or inspection from an authority other than City (including, without limitation, any officer, employee, other agent of City, or

any office, or department of City) in time to meet a contractual time period imposed hereunder, provided that Party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, and explosions. No Party can assert Force Majeure based on an event or condition caused by that Party. A Party's financial inability to perform is not a Force Majeure Event unless the inability is caused by a Force Majeure Event. Any state or federal regulatory, statutory or constitutional prohibition or limit on City's ability to use eminent domain to assist a Party is not an event of Force Majeure under this Agreement.

5. Miscellaneous

5.1 Limitation of Liability.

INDEMNITY BY 1941.
1941 HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY AND ALL OF ITS PRESENT AND FUTURE OFFICIALS, OFFICERS, AGENTS, CONSULTANTS, EMPLOYEES, AND ATTORNEYS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES (INDIVIDUALLY A "CITY PARTY" AND COLLECTIVELY "CITY PARTIES") FROM AND AGAINST ALL CLAIMS, SUITS, JUDGMENTS, DAMAGES, REQUESTS FOR RELIEF, AND DEMANDS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ALL OTHER LEGAL AND EQUITABLE CLAIMS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS AND EXPENSES (COLLECTIVELY, "CLAIMS") BY (1) 1941 OR ITS SUCCESSORS AND ASSIGNS AND ITS OFFICERS, AGENTS, ENGINEERS, CONSULTANTS OR EMPLOYEES (INDIVIDUALLY A "1941 PARTY") AND COLLECTIVELY, THE "1941 PARTIES"), OR (2) ANY FUTURE OWNER OF ANY PORTION OF THE PROPERTY AND ITS OFFICERS, AGENTS, ENGINEERS, CONSULTANTS OR EMPLOYEES (INDIVIDUALLY AN "OWNER PARTY" AND COLLECTIVELY, THE "OWNER PARTIES), OR (3) ANY THIRD-PARTIES ("THIRD PARTY CLAIMS" OR "TPC") WHETHER THREATENED, ANTICIPATED, OR ASSERTED, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY 1941 PARTY INCLUDING THE NEGLIGENCE OF ANY 1941 PARTY OCCURRING DURING AND RELATED TO THE CONSTRUCTION OF ANY PORTION OF THE INFRASTRUCTURE OR PERFORMANCE OF THE PROJECT; AND IT IS EXPRESSLY

UNDERSTOOD THAT SUCH UNDERTAKINGS BY 1941 AS TO 1941 PARTY, OWNER PARTY OR TPC CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE SUCH CLAIMS EVEN IF CAUSED BY A CITY PARTY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. 1941 SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY ANY CITY PARTY FOR CLAIMS CAUSED BY A CITY PARTY'S SOLE NEGLIGENCE. IF ANY CITY PARTY INCURS 1941 PARTY CLAIMS, O\VNER PARTY CLAIMS, OR TPC CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF AN 1941 PARTY AND A CITY PARTY, 1941 INDEMNITY OBLIGATION WILL BE REDUCED BY THE FRACTION OF THE TOTAL CLAIMS AND EXPENSES EQUIVALENT TO ANY CITY PARTY'S PERCENTAGE OF RESPONSIBILITY DUE TO CITY'S NEGLIGENCE. THE OBLIGATIONS UNDER THIS SECTION SUBSECTION 5.2 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

5.2 **Third Party Rights.**

No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement except as provided in Sections 5.1, 5.5 and 5.6, nor shall any such person or entity other than the City (including, without limitation, a trustee in bankruptcy) have any interest in or claim to funds drawn on any of the security instruments or amounts held in escrow by the City in accordance with this Agreement.

5.3 **No Waivers.**

(A) No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the City, 1941, or their respective heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

(B) Except as expressly stated in this Agreement, nothing in this Agreement shall waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. City Parties do not waive, modify or alter to any extent whatsoever the availability of the defense of governmental

immunity under the laws of the State of Texas and of the United States.

(C) Acceptance by the City of any plans, specifications, change orders, parts, construction phases, construction completion, or any other matter does not waive any claim for negligence or defect as to design, specification, installation, construction, or any other matter.

5.4 **Attorney's Fees.**
Should any Party be required to resort to litigation to enforce the terms of this Agreement, each Party will bear its own attorneys' fees and costs in their entirety.

5.5 **Assignability.**
1941 shall not have the right to assign its interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld; provided, however, without obtaining the consent of the City, 1941 may assign this Agreement, in pro-rata share, to a purchaser and subsequent owner of any portion of the Property.

5.6 **Notice.**
Any notice or other communication required or permitted by this Agreement is effective when in writing and (a) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (b) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to1941: 1941, Ltd.
P.O. Box 688
Georgetown, Texas 78627
Att: Sam L. Pfiester
(512) 818-0728 phone
(512) 863-6641 fax

with copy to: 1941, Ltd.
P.O. Box 688
Georgetown, Texas 78627
Att: Austin Pfiester
(512) 663-7730 phone
(512) 863-6641 fax
austinpfiester@yahoo.com

If to City: City of Liberty Hill
P.O. Box 1920
Liberty Hill, Texas 78642
(512) 778-5449-phone
(512) 778-5418 - fax

with copy to: Tad Cleaves
City Attorney
P. O. Box 1920
Liberty Hill, Texas 78642
(512) 548-5525 - phone
(512) 778-5418 – fax
tcleaves@libertyhilltx.gov

5.7 **Change of Address for Notice.**
The Parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A Party's change of address shall be effective when notice of the change is provided to the other Party in accordance with the provisions of Section 5.6 above.

5.8 **Severability.**
If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

5.9 **Governing Law.**
Personal Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement, whether arising out of or relating to the Agreement or the security, will be deemed to be proper only if such action is commenced in District Court for Williamson County, Texas, or the United States District Court for the Western District of Texas, Austin Division.

5.10 **Captions Immaterial.**
The numbering, order, and captions or headings of the Sections of this Agreement are for convenience only and shall not be considered in construing this Agreement.

5.11 **Entire Agreement.**
This Agreement contains the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date (as defined below). Any oral representations or modifications or amendments concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both Parties.

5.12 **Binding Agreement.**
The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. This Agreement, when duly executed and delivered by each Party, constitutes a legal, valid, and binding obligation of each Party enforceable in accordance with the terms as of the Effective Date.

5.13 **Recording.**
The Parties agree that this Agreement shall be recorded in the Real Property Records of Williamson County, Texas at the expense of 1941.

5.14 **Representations of 1941.**
1941 hereby represents and warrants that 1941 has full power to execute and deliver and perform the terms, duties, and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings. This Agreement constitutes the legal, valid and binding obligations of 1941, enforceable in accordance with its terms.

5.15 **Representations of City.**
The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law to execute and deliver and perform the duties and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

5.16 **Binding Agreement.**
The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

5.17 **No Joint Venture.**
It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among Parties. The City and the past, present, and future officers,

elected officials, employees and agents of the City do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of the Project.

5.18 **Access to Project.**
1941 further agrees that the City and its agents and employees shall have a right to reasonable access to the Project upon reasonable advance written notice and subject to any security requirements, if any, to inspect the Project, as applicable, in order to ensure that the construction of the Project is in accordance with this Agreement and all applicable Federal, State, and Local laws and regulations.

5.19 **Amendment.**
This Agreement may be amended by the mutual written agreement of the Parties.

5.20 **Legal Construction**.
In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal , or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in term as possible to the provision found to be illegal, invalid, or unenforceable.

5.21 **Covenants Running with the Land.**
The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding upon 1941 and its successors and assigns and each and every subsequent owner, tenant, subtenant, licensee, manager or occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, sub tenancy, license, management or occupancy of the Property (except with respect to defaults that occur during the term of such party's ownership, tenancy, sub tenancy, license, management or occupancy of the Property for which party shall remain liable) who acquire any right, title, or interest in or to the Property or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to right, title or interest in such Property.

5.22 **No Conflict of Interest.**
The City represents and warrants that the Property upon which the Project is to be located is not owned by any officer or employee of the City.

5.23 **Further Assurances.**
The City and 1941 agree to take such actions and execute and deliver such documents as may be reasonably necessary or appropriate to consummate the provisions of this Agreement.

5.24 **Term.**
Except and provided in Section 5.29 of this Agreement, relating to Survival, and unless this Agreement is earlier terminated as expressly allowed herein or the City and 1941 mutually agree otherwise in writing, this Agreement shall be in effect on and until the date that is twenty (20) years after the Effective Date of this Agreement.

5.25 **Unenforceability.**
If the inclusion of the Property into the City's extraterritorial jurisdiction is ever held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, any Party, at its option, may terminate this Agreement with no liability accruing to any Party.

5.26 **No Waiver of Immunities.**
Nothing in this Agreement shal1 be deemed to waive , modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.27 **Counterparts.**
This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatory to the same or original counterpart.

5.28 **Effective Date.**
This Agreement shall become effective on the date of execution of this Agreement by the last Party executing this Agreement (the "Effective Date").

5.29 **Survival.**
Notwithstanding any other provision of this Agreement, the provisions of Sections 5.1, 5.2, 5.14 and 5.15 survive this Agreement.

1941:

1941, LTD.,
A Texas Limited Partnership
By: 1941 Management, L.C.,
A Texas Limited Liability Company,
General Partner

By:_____
Allen P. Kauffman, Manager

By:_____
Rebecca K. Pfiester, Manager

By:_____
James H. Kauffman, Manager

WILCO LAND INVESTMENTS I, LLC,
A Texas Limited Liability Company

By:_____
James Harold Kauffman, President

WILCO LAND INVESTMENTS II, LLC,
A Texas Limited Liability Company

By:_____
Rebecca Pfiester, President

WILCO LAND INVESTMENTS III, LLC,
A Texas Limited Liability Company

By:_____
Allen P. Kauffman, President

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by Allen P. Kauffman, in his capacity as:

(1) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, LTD., a Texas limited partnership, on behalf of said company and partnership, and
(2) President of WILCO LAND INVESTMENTS III, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by Rebecca K. Pfiester, in her capacity as:

(1) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, LTD., a Texas limited partnership, on behalf of said company and partnership; and
(2) President of WILCO LAND INVESTMENTS II, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by James H. Kauffman, in his capacity as:

(1) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, LTD., a Texas limited partnership, on behalf of said company and partnership; and
(2) President of WILCO LAND INVESTMENTS I, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

CITY:

CITY OF LIBERTY HILL, TEXAS
a Texas Municipal Corporation

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by _____, in his/her capacity as _____ (title) of the CITY OF LIBERTY HILL, TEXAS, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") amends that certain Development Agreement (the "Agreement") dated to be effective _____, 2020, by and between the CITY OF LIBERTY HILL, a Texas Municipal Corporation ("City") and 1941, LTD. and WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; and WILCO LAND INVESTMENTS III, LLC (collectively "Wilco"). 1941, LTD. and Wilco may be collectively referred to as "1941").

1. Regardless of any term or provision in the Agreement to the contrary, the City's wastewater impact fees will be paid at the time an inspection of the wastewater connection to the City System is requested on a lot by lot basis.

2. The following provision is added to Section 2, Subsection 2.2.1, 'Utility Services for the Property' of the Agreement:

   d. **Timeframe to Provide Service.**
   The City shall make the wastewater treatment capacity required for the Project available within twelve (12) months of 1941's request for capacity.

3. The following provisions are added to Section 3, 'Rights and Obligations of the City' of the Agreement:

   3.2 <u>Performance Based Economic Development Incentive Grant Payments</u>

   3.2.1 **<u>Need For Payments</u>**. 1941 has represented to the City, and the City acknowledges that it has been informed, that the development of the Project as provided in this Agreement can only occur in conjunction with the performance based economic incentive grant payments available under this Agreement.

   3.2.2 **<u>Source of Funds for the Performance Based Economic Development Incentive Grant Payments</u>**. Subject to the provisions stated herein, the performance based economic incentive grant payments to be made to 1941 by the City shall be payable, if funds are available, solely from annual sales taxes received by the City as described in this Section and as authorized by Article Ill, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by statute or powers of the City under applicable Texas law, subject to any limitations or procedural requirements contained therein. The amount and source of the performance based economic development incentive grant payment in

any year shall be an amount equal to 50% of the 1% sales tax generated and actually received by the City in the then current fiscal year from businesses in the Project located on the Property. 1941 shall obtain Waivers of Sales Tax Confidentiality, substantially in the form attached as Exhibit B, from businesses located in the Project on the Property, and the sales tax calculations referenced herein shall be based on information provided to the City by the Texas Comptroller of Public Accounts.

3.2.3 **Time of Payments**. The first performance based economic development payment is due by December 31st following the first fiscal year (ending September 30) of receipt of the sales taxes generated from the businesses located on the Property. Subsequent quarterly payments shall be made by the City to l94l on or before April lst, July lst, October 1st, and December 3lst of each succeeding year. Payment will be made on a Phase by Phase basis, from the first time that sales tax is collected from sales generated on a particular Phase that is part of the Project. A "Phase" may contain 1 or more parcels of land or lots as may be designated by 1941 in its sole discretion, with a maximum of fifteen (15) Phases, and each Phase will have its own specific ten (10) year term. Once a Phase has been designated, the Phase boundaries cannot be changed.

3.2.4 **Expiration of Payment Requirement**. The City's obligation to make economic development incentive grant payments to 1941 shall expire, on a Phase by Phase basis, upon the date that is ten (10) years following the date of the first payment of economic development incentive grant payments paid to 1941 for a particular Phase pursuant to this Section. In any event, the incentive grant payment agreement shall terminate twenty-five (25) years following its execution.

3.2.5 **City Accounting**. The City shall maintain complete books and records showing sales taxes remitted to the City by the State and disbursements of income incentive grant payments, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of 1941 during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. The City shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

3.2.6 **1941 Accounting**. 1941 shall maintain complete books and records showing all expenses of any nature that the City is or will reimburse or pay under this Agreement shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas

Corporations. Such books and records shall be available for examination in Williamson County, Texas by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. 1941 shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4 The City and 1941 acknowledge that a 200' strip of land out of the Property and located along the north side of Highway 29 will eventually be sold to Williamson County for right-of-way for Highway 29. All site plans, development plans and plats of the Property will reflect the 200' right-of-way strip of land. The City and 1941 agree that this 200' strip of land will be partially released from the Agreement at such time as the 200' strip of land is sold to Williamson County.

5 1941, Ltd. and the City previously executed a 'Development Agreement with 1941, Ltd. Regarding Development of Its Property' dated effective June 14, 2005 (the "Prior Development Agreement") recorded as Document No. 2006010905, Official Public Records of Williamson County, Texas.

6 On March 18, 2020, 1941, Ltd. sold 3.756 acres of the Property to Santa Rita C7 Investments, LLC, a Texas limited liability company, by deed recorded as Document No. 2020028674, Official Public Records of Williamson County, Texas. As a part of that conveyance, 1941, Ltd. assigned a portion of the Prior Development Agreement and its development rights as to a 3.756 acre tract only to Santa Rita C7 Investments, LLC, a Texas limited liability company by 'Partial Assignment and Consent to Partial Amendment and/or Termination of Development Agreement' (the "Partial Assignment") recorded as Document No. 2020028676, Official Public Records of Williamson County, Texas. City and 1941 acknowledge the Partial Assignment and agree to abide by its terms.

7 To the extent the Agreement, as modified by this Amendment, conflicts with the Prior Development Agreement, the Agreement, as modified by this Amendment, governs and controls over the Prior Development Agreement.

8 Capitalized terms used in this Amendment but not defined in this Amendment will have the same meaning as such term is defined in the Agreement.

[*Remainder of page intentionally left blank: Signatures appears on the following pages*]

1941:

1941, LTD.,
A Texas Limited Partnership
By: 1941 Management, L.C.,
A Texas Limited Liability Company,
General Partner

By:_____
Allen P. Kauffman, Manager

By:_____
Rebecca K. Pfiester, Manager

By:_____
James H. Kauffman, Manager

WILCO LAND INVESTMENTS I, LLC,
A Texas Limited Liability Company

By:_____
James Harold Kauffman, President

WILCO LAND INVESTMENTS II, LLC,
A Texas Limited Liability Company

By:_____
Rebecca Pfiester, President

WILCO LAND INVESTMENTS III, LLC,
A Texas Limited Liability Company

By:_____
Allen P. Kauffman, President

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by Allen P. Kauffman, in his capacity as:

(3) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, Ltd., a Texas limited partnership, on behalf of said company and partnership, and
(4) President of WILCO LAND INVESTMENTS III, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by Rebecca K. Pfiester, in her capacity as:

(3) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, Ltd., a Texas limited partnership, on behalf of said company and partnership; and
(4) President of WILCO LAND INVESTMENTS II, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by James H. Kauffman, in his capacity as:

(3) a Manager of 1941 Management, L.C., a Texas limited liability company, General Partner of 1941, Ltd., a Texas limited partnership, on behalf of said company and partnership; and
(4) President of WILCO LAND INVESTMENTS I, LLC, a Texas limited liability company, on behalf of said liability company.

_____
Notary Public, State of Texas

CITY:

CITY OF LIBERTY HILL, TEXAS
a Texas Municipal Corporation

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 2020, by _____, in his/her capacity as _____ (title) of the CITY OF LIBERTY HILL, TEXAS, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is made by and between the CITY OF LIBERTY HILL, a Texas Municipal Corporation ("City") and 1941, LTD., and WILCO LAND INVESTMENTS I, LLC; WILCO LAND INVESTMENTS II, LLC; and WILCO LAND INVESTMENTS III, LLC (collectively "Wilco"). 1941, LTD. and Wilco may be collectively referred to as "1941". City, 1941, and any of its/their respective subsidiaries, successors and assigns may be individually referred to as a "Party" and collectively as "Parties").

RECITALS:

WHEREAS, Wilco owns that certain 285 (+/-) acre tract of land (the "Property") generally located east and west of the proposed Parmer Lane/Ronald Reagan Blvd. north of Highway 29 in the City's extraterritorial jurisdiction, and more specifically described in Exhibit A, which is attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, 1941 has proposed to construct or cause to be constructed on the Property a mixed-use project and residential subdivision (the "Project"); and

WHEREAS, 1941 has advised the City that contributing factors that would induce 1941 to move forward with the Project would be an agreement with the City to provide a performance based economic development grant to 1941 as a consequence of bringing new economic opportunity and new hires over the next ten years, and

WHEREAS, the City has found and determined that development of the Property will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the City is authorized by Article Ill, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, as amended, to establish economic development programs and to provide grants for economic development, and

WHEREAS, the City and 1941 desire to set forth in this Agreement the terms and conditions of the performance based economic development payments to be made to 1941, its successors and assigns.

AGREEMENT

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

ARTICLE I
PURPOSE AND INTERPRETATION

Objectives. 1941 hereby agrees to fund certain costs associated with the Project and to comply with the terms and conditions of this Agreement.

Concept and Structure. As authorized by Article III Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, the City will make certain performance-based economic development grant payments as set forth in Article III of this Agreement to 1941 for the purpose of stimulating business and commercial activity in the City.

ARTICLE II DEFINITIONS

"Agreement" shall mean this agreement and all attachments hereto between the City and the 1941.

"Available City Sales Tax" shall have the meaning given to such term in Article III.B of this Agreement.

"City Council" shall mean the City Council of Liberty Hill, Texas.

"Sales Tax Fund" shall mean the fund established by the City pursuant to Article III. D of this Agreement.

"Sales Tax Grant Payments" shall mean the performance based economic development grant payments made by the City from its sales tax revenues as set forth in Article III. C of this Agreement.

"State" shall mean the State of Texas.

ARTICLE III
CITY'S DUTY TO MAKE SALES TAX GRANT PAYMENTS

A. **General Statement**. The duty of the City to make Sales Tax Grant Payments to 1941 for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement. Sales Tax Grant Payments to be made by the City pursuant to this Agreement shall be made pursuant to Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, as amended; and any other economic development or financing program authorized by applicable State law, solely from annual sales taxes received by the City as described by this Article. No Sales Tax Grant Payments shall be made if 1941 fails to materially comply with any terms and conditions of this Agreement, after being afforded an opportunity to cure, as stated herein.

B. **Available City Sales Tax**. The City represents that the current aggregate sales tax rate in the City is eight and one quarter percent (8.25%), of which one percent (1%) is the City's share that is herein designated as the Available City Sales Tax (the "Available City Sales Tax").

C. **Sales Tax Grant Payment**. The City hereby agrees to make Sales Tax Grant Payments to the extent now or hereafter permitted by law to 1941 from the Sales Tax Fund in an amount equal to 50% of the 1% sales tax generated and actually received by the City in the then current fiscal year from businesses in the Project located on the Property.

The first performance based economic development payment would be due by December 31st following the first fiscal year (ending September 30) of receipt of the sales taxes generated from the businesses located on the Property. Subsequent quarterly payments shall be made by the City to 1941 on or before April l, July l, October 1, and December 31 of each succeeding year.

Payment will be made on a Phase by Phase basis, up to a maximum of fifteen (15) Phases, from the first time that sales tax is collected from sales generated on a particular Phase that is part of the Project. All payments for a particular Phase shall cease 10 (ten) years following the first payment made by the City that is attributable to that Phase. A "Phase" may contain 1 or more parcels of land as may be designated by 1941 in its sole discretion. Once designated, the boundaries of a Phase cannot be changed.

D. **Sales Tax Fund**. The City will provide for the payment of Sales Tax Grant Payments to be made pursuant to this Article by establishing a separate account in the City Treasury into which all sales tax receipts contemplated by Section III. C above shall be deposited (the "Sales Tax Fund").

E. **Limitation of Source of Payment**. The obligation of the City to 1941 under this Agreement is limited to the Sales Tax Grant Payments as described in this Article. This Agreement shall create no obligation of the City which is payable from any other moneys received by the City other than the sales tax receipts contemplated by Section III C above which are actually collected by the City.

F **Condition to Receipt of Sales Tax Grant Payments**, No Sales Tax Grant Payments shall be made until and unless all terms and conditions as stated in this Agreement have been materially complied with in full after 1941 has been afforded the opportunity to cure, as stated herein.

ARTICLE IV
SALES TAX FUND INVESTMENT AND ACCOUNTING

A. **Investment.** Moneys in the Sales Tax Fund may be invested and reinvested by the City only in investments which would be eligible for investment pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code); provided that all such investments must mature at such times and in such amounts as necessary for all Sales Tax Grant Payments to be made to 1941 as required by Article III of this Agreement. Moneys on deposit in

the Sales Tax Fund will be secured by the depository bank in the same manner as City funds are required to be secured at the City depository.

B. **Accounting.** Complete books and records shall be maintained showing deposits to and disbursements from the Sales Tax Fund which books and records shall be deemed complete if kept in accordance with Generally Accepted Accounting Principles as applied to State municipalities and in accordance with the provisions of the State law. Such books and records shall be available for examination by the duly authorized officers or agents of 1941 during normal business hours upon request made not less than five (5) business days prior to the date of such examination. Such books and records shall be maintained throughout the term of this Agreement and for four (4) years thereafter.

ARTICLE V. 1941's OBLIGATIONS

A. **General Statement.** The Sales Tax Grant Payments are specifically conditioned upon 1941 materially complying with all the terms and conditions of this Agreement subject to an opportunity to cure, as stated herein If 1941 is in default regarding any term or condition of this Agreement, and has failed to cure any default as required herein, the City is relieved of any obligation to make Sales Tax Grant Payments. In addition, the City may utilize any and all other remedies available in laws or equity.

ARTICLE VI.
PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City, or any Council member or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE VII LAW TO BE OBSERVED

1941 at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or City governments.

ARTICLE VIII INFORMATION

1941 shall, at such times and in such form as City may require, furnish periodic information concerning the status of 1941, and the performance of its obligations under this Agreement, and such other statements, certificates and approvals relative to 1941 as may be requested in writing by the City.

ARTICLE IX ADDRESS AND NOTICE

Any and all notices and communications under this Agreement shall be mailed by first- class mail, or delivered, to 1941 at the following address:

If to1941: 1941, Ltd.
P.O. Box 688
Georgetown, Texas 78627
Att: Sam L. Pfiester
(512) 818-0728 phone
(512) 863-6641 fax

with copy to: 1941, Ltd.
P.O. Box 688
Georgetown, Texas 78627
Att: Austin Pfiester
(512) 663-7730 phone
(512) 863-6641 fax
austinpfiester@yahoo.com

Any and all notices and communications under this Agreement shall be mailed by first- class mail, or delivered, to the City at the following address:

If to City: City of Liberty Hill
P.O. Box 1920
Liberty Hill, Texas 78642
(512) 778-5449-phone
(512) 778-5418 - fax

with copy to: Tad Cleaves
City Attorney
P. O. Box 1920
Liberty Hill, Texas 78642
(512) 548-5525 - phone
(512) 778-5418 – fax
tcleaves@libertyhilltx.gov

ARTICLE X. APPLICABLE LAWS

THIS AGREEMENT IS MADE SUBJECT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN WILLIAMSON COUNTY, TEXAS. VENUE SHALL BE IN WILLIAMSON COUNTY, TEXAS.

ARTICLE XI. CAPTIONS

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

ARTICLE XII. SUCCESSORS AND ASSIGNS

This Agreement shall bind and benefit the respective parties and their legal successors, and shall be assignable by 1941, in whole or in part to any party, upon written notice to the City.

ARTICLE XIII. TERM

As to the Project, this Agreement shall become effective upon its execution by 1941 and the City. Each Phase within the Property will have its own specific ten (10) year term. As to each particular Phase, its initial term shall begin on the date of the first payment of Sales Tax Grant Payment paid to 1941 pursuant to this Agreement and attributable to that particular Phase within the Project operating in the City and shall end, as to that particular Phase, subject to the Article III, ten (10) years after the date the first payment of Sales Tax Grant Payment is paid to 1941 pursuant to this Agreement and attributable to that particular Phase.

In the event that no Sales Tax is generated on a particular Phase of the Property and collected by the City within the ten (10) year term of such particular Phase, this Agreement shall automatically terminate as to that particular nonperforming Phase.

In any event, this Agreement and all obligations hereunder shall terminate automatically twenty-five (25) years following its execution by 1941 and the City.

ARTICLE XIV. AMENDMENT OR MODIFICATIONS

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

ARTICLE XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

ARTICLE XVI DEFAULT

A. Notice and Opportunity to Cure If either party defaults in its obligations underthis Agreement, the other party must, prior to exercising a remedy available to that party due to the default, give written notice to the defaulting party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party at least thirty (30) days from receipt of the notice to cure the default.

B. Remedies for Default. If either party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting party will have all rights and remedies available under this Agreement, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting party's obligations under this Agreement by specific performance or writ of mandamus. In the event of default by 1941 in a particular Phase, in addition to the other remedies stated herein, the City may not make the Sales Tax Grant Payments as referenced herein for that particular Phase that is in default. In the event of a default by the City, 1941 will be entitled to seek a writ of mandamus, in addition to seeking any other available equitable remedies. All equitable remedies available to a party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other equitable remedy.

C. Sales Tax Grant Payments Recapture. In the event the City terminates this Agreement as it applies to a particular Phase as a result of 1941's default in that particular defaulting Phase, the City may recapture and collect from 1941 any or all Sales Tax Grant Payments attributable to the defaulting Phase that were previously paid to 1941 for that particular defaulting Phase ("Recapture Liability"). 1941 shall pay to the City the Recapture Liability for the defaulting Phase within thirty (30) days after the City makes demand for same. Notwithstanding anything to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all Sales Tax Grant Payments that were paid and attributable to the defaulting Phase pursuant to this Agreement from the commencement date of the ten (10) year term of the defaulting Phase to the date of termination of this Agreement as to the defaulting Phase. The City shall have all the remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent sales and/or property taxes.

DATED as of the_____day of_____, 2020.

CITY OF LIBERTY HILL, TEXAS

By: _____
Rick D. Hall, Mayor

1941

1941, LTD.,
A Texas Limited Partnership
By: 1941 Management, L.C.,
A Texas Limited Liability Company,
General Partner

By:_____
Allen P. Kauffman, Manager

By:_____
Rebecca K. Pfiester, Manager

By:_____
James H. Kauffman, Manager

WILCO LAND INVESTMENTS I, LLC,
A Texas Limited Liability Company

By:_____
James Harold Kauffman, President

WILCO LAND INVESTMENTS II, LLC,
A Texas Limited Liability Company

By:_____
Rebecca Pfiester, President

WILCO LAND INVESTMENTS III, LLC,
A Texas Limited Liability Company

By:_____
Allen P. Kauffman, President

AGENDA ITEM #9.c.

ATTACHMENTS:

Description	Upload Date
Mixed Use Zoning	10/9/2020

4.08.03 Mixed Use (MU) District

A. Purpose: The purpose of the Mixed Use (MU) zoning district is to provide opportunities for horizontal or vertical mixed-use development that cannot be facilitated through conventional zoning. The MU zoning district should foster a dense, very active and intensive urban environment that blends residential, commercial, cultural, institutional and entertainment uses in a physically and functionally integrated as well as a pedestrian oriented manner.

B. Intent: The intent of the MU zoning district is to:

1. Accommodate a physical pattern of compact development that is appropriate for high traffic areas, along major and minor arterials as well as highways, at intersections of major thoroughfares and in the older, more traditional portions of the City; and

2. Encourage human-scale development that exhibits the physical design characteristics of pedestrian-oriented store fronts, provides choices in housing, shopping, recreation and employment, creates a sense of place and promotes the health and well-being of residents by encouraging physical activity and greater social interaction.

C. Applicability: The MU zoning district classification may be applied to any property that is located within a special planning area as identified in the City's Comprehensive Plan either within the Future Land Use element and map or by an adopted sub-area policy.

D. Permitted Uses: Permitted uses for the C-1, C-2 and C-3 zoning classifications, except as specifically prohibited herein, shall be allowed in the MU zoning district. In addition, the following uses shall also be permitted:

1. Mid-rise multi-family residential, from 24 to 32 units per acre, no less than four (4), and no more than five (5) stories in building height;

2. Garden style apartments with a density of 24 dwelling units per acre and a building height of three (3) stories;

3. Live-work spaces, located above the ground floor;

4. Home occupations, subject to §4.12.02 of this Chapter.

5. All permitted uses shall be conducted completely indoors unless otherwise expressly authorized. This provision does not apply to automated teller machines (or ATMs), outdoor seating and dining areas, public recreational

open spaces, water features, public gathering areas and farmers' markets as part of a public gathering area.

E. Prohibited Uses: The following land uses shall be prohibited in the MU zoning district:

1. Single-family residential, detached or attached;

2. Manufactured housing;

3. Recreational Vehicle Park, Campground;

4. Pawn shops;

5. Payday loan establishments (would this prohibited by the state?);

6. Vape and tobacco stores;

7. Head shops, hookah lounges;

8. Vehicle, boat and trailer sales, repair, body work, rental or storage;

9. Animal kennels;

10. Self-storage or mini-warehouses;

11. Major utility substation or plant;

12. Drive-thru facilities;

13. Single-story shopping and strip centers;

14. Farm stand and other agricultural related uses apart from a community farmers' market that operates at least six days a week;

15. Short-term rentals other than extended stay hotels;

16. Outdoor storage of any kind, enclosed or unenclosed;

17. Bed and Breakfast

18. Stand alone convenience store/fuel service/service station

F. <u>Requirements and Design Standards</u>:

1. For mixed use on a single property outside of an activity center:

   a. Minimum lot area – 25 acres

   b. Must be located either on a highway or a designated major arterial.

   c. Horizontal mixed use must be comprised of sixty percent (60%) multi-family residential and forty percent (40%) non-residential uses.

      i. A maximum five percent (5%) deviation between non-residential and residential ratios may be allowed.

      ii. Single-use non-residential buildings shall be at least two (2) stories in height.

      iii. Single-use multi-family residential buildings shall not front the highway or arterial roadway. If the property is at the intersection of two roadways, then non-residential uses shall front along the more intensive roadway classification.

      iv. ???

   d. Vertical mixed use must be comprised of 75% multi-family residential and 35% non-residential uses.

      i. Non-residential uses shall be located only on the ground floor. If the building contains five floors, then non-residential uses may be located on the second floor.

      ii. The first floor of a vertical mixed-use building shall be integrally designed with the upper floors. A vertical mixed-use building shall have at least 75% of its primary façade comprised of clear windows. Opaque, dark-tinted or reflective glass is prohibited.

   e. Buildings on a single property shall be situated in a manner that provides for shorter walking distances, safe and practical internal pedestrian linkages and direct pedestrian connectivity to outside sidewalks.

f. Buildings located on a single property and containing multiple storefronts shall be coordinated through the use of architecturally compatible materials, colors, details, awnings, signage and lighting fixtures.

2. For mixed use on a single property within a designated activity center:

a. There shall be no minimum lot area requirement.

b. Single-use non-residential buildings shall be at least two (2) stories in height.

c. Single-use multi-family residential shall not be located within 300 feet of a highway or arterial roadway.

d. Land use mixtures shall be determined by the use allocation tables adopted by the City Council for the activity center. Development of an allowed land use in an activity center shall be limited to whatever remaining balance is available, as ascertained by the City Administrator or designee. *(For example: There is a 500-acre activity center. The city has adopted a comprehensive plan policy that allows for 9600 apartment units on 300 acres, and the remaining balance of 200 acres allows for 1.8 million s.f. of office, 2.6 million s.f for commercial including hotels, and 1.4 million for retail. I want to build 700 new apartments in this activity center, but a total of 9000 apartments have already been built. I could only develop up to 600 apartments because the limits for multi-family are almost reached.)*

G. <u>Setbacks and Buffers</u> – The following building setbacks and buffer areas for the MU zoning district shall apply:

1. Minimum front building setback from an internal street – 10 feet

2. Maximum front building setback from an internal street – 20 feet

3. Minimum perimeter buffer area – 15 feet

4. Minimum buffer from a residential use or zone that is adjacent to the MU district – 30 feet

5. Minimum non-residential building setback from a non-residential use or zone that is adjacent to the MU district – 0 feet

6. Minimum residential building buffer from a non-residential use or zone that is adjacent to the MU zone – 30 feet

H. Off-street Parking – Off-street parking and circulation, to include site access, pedestrian circulation and loading/unloading, shall adhere to the City of Round Rock Transportation Criteria Manual and Article VI of the Round Rock Development Code, as generally referenced in §6.10 of the UDC, as amended. The following additional standards shall also apply:

1. No off- or on-loading of materials or goods shall be conducted in either the public street right-of-way, within a designated off-street parking and circulation area or within designated fire lanes

2. Wheel stops shall be provided for parking spaces alongside a landscape buffer.

3. Parking ratios for allowed uses may be adjusted only upon the completion and acceptance by the City of a parking analysis developed by a qualified and licensed engineer.

4. No more than ten percent (10%) of the parking required for a non-residential use may be situated between the principal building and a public roadway.

5. No off-street parking shall be allowed in a buffer area.

I. Outdoor Audio and Lighting – The following general outdoor audio and lighting standards shall apply:

1. All outdoor lighting shall be full cut-off, shielded and oriented downward to minimize glare and light trespass onto adjacent roadways and properties

2. No up-lighting, laser lighting, searchlights, or flashing, oscillating or strobe lighting shall be permitted.

3. Light poles for the illumination of off-street parking and circulation shall not exceed eighteen feet (18’) in height above finished grade. Pedestrian walkway light poles shall not exceed twelve feet (12’) in height above finished grade.

4. All site lighting shall utilize a light emitting diode (LED) light source.

5. No external audio loudspeakers shall be permitted.

6. These provisions shall not apply to emergency lighting packs, emergency exit signage and security or fire alarms.

J. Walls and Fencing – The following general wall and fence standards for the MU zoning district shall apply:

1. Perimeter walls and fences along public roadways shall not exceed four feet (4') in height above finished grade and shall be perforated.

2. Perimeter walls and fences that are not located along a public roadway shall not exceed eight feet (8') in height above finished grade, shall not be blank in appearance, and must contain a periodic combination of articulation, perforation and changes in materials.

3. No wall or fence may encroach into the clear-sight triangle of the intersection of a driveway and a public roadway.

4. The following materials may not be used for fencing or screening: (a) chain-link fencing with plastic or vinyl slats or mesh fabric screening; (b) corrugated metal panels; (c) concertina or barbed wire; (d) non-conventional materials such as tires, wood pallets, tarp coverings, etc.; (e) uncoated chain-link fencing.

5. Electric security fencing shall be prohibited.

6. Walls and fences shall be constructed so as to present the finished side outward towards an adjacent property or roadway.

K. Signage – Signage within the MU zoning district shall adhere to the provisions set forth in §6.12 of this Chapter with the following exceptions:

1. Freestanding pylon, pole and multi-legged signs shall be prohibited.

2. Only one monument sign along each frontage of a highway or an arterial roadway shall be allowed for an MU-zoned property that is outside of a

designated activity center. For the purposes of this Chapter, a monument sign shall be defined as a ground sign that is permanently affixed to the ground at its base and is supported entirely by the base structure and not mounted on either a pylon, pole or leg(s).

3. A monument sign shall be limited to twelve feet (12') in height and shall not exceed 200 square feet of copy area.

4. On-premise signage shall be backlit or internally illuminated. Wall-mounted signage consisting of channeled lettering is preferred. Up-lighting shall not be permitted.

5. Signage shall not encroach into the clear-sight triangle of the intersection of a driveway and a public roadway.

6. New billboards shall not be permitted within the MU zoning district.

7. Feather flags and inflatable signs shall require a sign permit and may be allowed on a temporary basis for either a single period of time or for multiple periods of time that equal no more than sixty (60) days in a single year.

8. A-frame and sandwich board signs within the MU zoning district may be allowed on a public sidewalk without a license agreement from the City provided that the City is indemnified from any damages that may result from their placement along a public sidewalk.

L. Landscaping and Screening – The following general landscape standards for the MU zoning district shall apply:

1. Streetscape along a highway or arterial roadway shall consist of: (a) a minimum 15-foot-wide landscape strip; (b) one (1) tree every twenty feet (20') of street frontage that is at least three inches (3") caliper in size and ten feet (10') in height at time of planting; (c) shrubs and hedges that are spaced no more than five feet (5') apart, as measured from center to center.

2. Perimeter landscaping that is not along a highway or arterial roadway shall consist of (a) a minimum 20-foot-wide buffer strip; (b) one (1) tree every thirty feet (30') that is at least two inches (2") caliper in size and eight feet (8') in height at time of planting; (c) shrubs and hedges that are spaced no more than five feet (5') apart, as measured from center to center.

3. Hedges shall be planted and maintained to form a continuous and unbroken visual screen within one (1) year of planting.

4. At least one (1) tree for every ten (10) parking spaces shall be planted within off-street parking areas to provide shade. Internal landscape islands shall be at least 140 square feet in area, and landscaped parking row ends shall be at least 140 square feet in area.

5. An earthen berm at least four feet (4') in height may be installed along any portion of a perimeter that is along a highway or an arterial roadway. Plantings may be placed either atop or outward along the berm, but a berm by itself shall not meet the landscaping, buffer and screening requirements of this Chapter.

6. Inert materials and xeriscaping may be used in addition to the required landscaping, but in no case shall it constitute more than ten percent (10%) of the installed landscaping.

7. Ground covers that include any plantings that reach no more than twelve inches (12") in height may be used in lieu of turf grass, but in no case shall its use constitute more than forty percent (40%) of the installed ground cover.

8. Tree plantings shall consist of a 50/50 mix of deciduous and evergreen trees. All vegetative plantings shall be hardy, drought-tolerant and native to this region.

9. Various types of open space shall be provided in the form of a centralized park, square, piazza, green, plaza or amphitheater. Drainage features and detention facilities shall not be counted toward open space. At least three percent (3%) of the gross acreage of a single mixed-use property outside of an activity center shall be set aside for public open space. Segmented or pocket parks may be utilized, but they shall not count toward the minimum open space requirement. The property owner shall be responsible for the maintenance of all open spaces.

10. Invasive trees and plants, as identified by the Texas A&M Extension Service, Texas Parks and Wildlife and IPAUS, as well as allergy producing trees such as, but not limited to, Mulberry, Cypress, Juniper, Elm, Ash, Sycamore, Cottonwoods and Poplars, shall be prohibited.

11. HVAC and mechanical equipment shall be screened from the public view either by means of vegetation or by a solid opaque screen.

12. Dumpsters shall set on a concrete pad that is enclosed by a minimum 6-foothigh opaque wall or fence constructed of either masonry or a suitable, durable material. The enclosure must include a gated, screened entrance and must not be visible from any vantage point along a public roadway. The enclosure shall not be located within a building setback area or in a manner that conflicts with internal parking and circulation.

M. Sidewalks – Sidewalks shall be installed in accordance with the following guidelines:

1. Along a highway or an arterial roadway – 10-foot-wide concrete walkway with an intervening 10-foot-wide parkway strip between the curbing and edge of walkway.

2. Along an internal roadway – 12-foot-wide concrete walkway to accommodate pedestrians and outdoor seating/dining.

MI. Requests for the MU Zoning District Classification – In addition to the procedures and criteria outlined in §§3.07.04 and 4.03 regarding rezoning, the following shall also be required:

1. A general concept plan that includes, but is not limited to, building siting and layout, multi-family residential yield, building heights, anticipated non-residential types and build-out, and open space/amenity provisions.

2. A letter of intent giving a brief explanation of the project and the goals and objectives that it intends to address.

3. The burden to show why a change to MU zoning should be made falls on an applicant. It is not the City's responsibility to show why a change should not be made. A statement of justification must therefore be provided that clearly demonstrates that all of the following criteria will be met by an approval of the request:

   a. The request for MU zoning is not conflict with any element of the Comprehensive Plan and any subordinate master plans;

   b. The request for MU zoning is consistent with the health, safety and welfare of the general public;

   c. The request for MU zoning does not constitute a spot zone;

d. The request for MU zoning is neither arbitrary nor based solely on economic considerations or location along a highway or primary arterial;

e. The request for MU zoning will not destabilize existing area land use patterns or environmental conditions and is not beneficial to only a few interests.

f. The request for MU zoning is an appropriate response due to changes in area conditions or the new zoning will be more advantageous to the community.

g. The request for MU zoning will not trigger major and unprogrammed capital expenses by the City.

h. The anticipated level and type of development simply cannot be achieved under conventional zoning provisions.

AGENDA ITEM #9.d.

ATTACHMENTS:

Description	Upload Date
Bike Ped Loop	10/9/2020
Bike Ped Loop bid	10/9/2020

October 7, 2020

Mr. Jay Holmes
Project Manager

Re: City of Liberty Hill Downtown Bike & Ped Loop Project
Engineer's Recommendation for Award
926 Loop 332
Liberty Hill, TX 78642

Dear Mr. Holmes:

On September 30, 2020, bids were received by City of Liberty Hill for the Downtown Bike & Ped Loop Project. Four contractors submitted bids for the project including Westar Construction, SB Contractors, M&C Fonseca Construction, and Cox Commercial Construction. After tabulation of the bids, the low bidder was Westar Construction with a Total Bid of $868,540.30.

On October 6, 2020, I called three references listed by Westar Construction in their Bid Form. Mr. Jacob Walker of HDR Engineering provided very positive feedback for Westar Construction for the City of Taylor "2018 Skate Park Project" and added that Westar had been very expeditious in resolving unforeseen issues in the field, and that he would recommend Westar for future projects. Mr. Brian Birdwell of Vision 360 - Hillwood also provided positive feedback, said they did a great job on the "Wolf Ranch Regional Trail" project in Georgetown, TX and added that they would work with Westar Construction again.

Based on our examination of the four bids received and our conversations with the above listed references, we recommend the construction contract for City of Liberty Hill Downtown Bike & Ped Loop Project be awarded to Westar Construction, Inc. in the amount of $868,540.30. Should you have questions or comments regarding this recommendation, please call me at (512) 672-8979.

Best Regards,

Nicholas G. Kehl, P.E.

Bowman Consulting Group, Ltd.
1120 S. Cap. Of Tx Hwy • Suite 220 • Austin, Texas 78746
Tel: 512.327.1180 • Fax: 512.327.4062 • bowmanconsulting.com
TBPE Firm No. 14309 • TBPLS Firm No.101206-00

Rank	Bidder	Tabulated Bid Amount
1	Westar Construction, Inc.	$868,540.30
2	SB Contractors, LLC	$912,746.76
3	M&C Fonseca Construction Co., Inc	$1,098,825.66
4	Cox Commercial Construction	$1,288,713.50

AGENDA ITEM #9.e.

ATTACHMENTS:

Description	Upload Date
Community Center	10/9/2020

ELSASSER
ARCHITECTURAL
INC.
ARCHITECTURE AND PLANNING

P.O. BOX 833 GEORGETOWN, TX 78627
Email: www.eai-tx.com Phone: (512) 930-5353

August 23,2020
Lacie Hale - Chief Operation Officer
Liberty Hill Community Activity Center
3414 R.R. 1869
Liberty Hill, Texas

Dear Lacie,

The following information is a summary of our review of the bid documents tendered to the City of Liberty Hill on September 17, 2020 for the new Liberty Hill Community Center.
As you may be aware, four bids were received in the following order with amounts indicated.

	Bid Amount	Construction Time
1. STR Construction, LLC	$1,477,000.00	240 calendar days
2. Veritas Construction, LLC	$1,161,838.00	180 calendar days
3. Jimmy Jacobs Construction	$ 858,643.00	190 calendar days
4. Huffman Builders	$1,061,280.00	189 calendar days

All four contactors provided the following information required in the bid advertisement:
A bid bond or certified check to the City of Liberty Hill in the amount of 5% of their tendered bid. An executed Power of Attorney Declaration for bonding Insurer. Completed acceptable Conflict of Interest
Statements. All bidders included acceptable Qualification statements.

All bidders, except for Veritas Construction, LLC did <u>not</u> provide a requested Schedule of Values, indicating itemized construction material and labor values, but all provided requested Change Order Fees.

Several contractors acknowledge exclusions, inclusions, and alternates. In most cases the exclusions were reiterating items, noted to be excluded in Addendum 1,2 or 3 or RFI #1.

The following items noted to be excluded by Jimmy Jacobs Construction were already excluded in the bid documents.

1. No kitchen appliances, including hood with Ansel fire protection were included in the bid, however, the bid documents required such items to be provided by the Owner. In all bids this was adhered, per section 11450 Equipment, Sheet A6.1. Many governing bodies and Building departments do not require an Ansel system, per size by code. If required, this will be a required change order.

2. Due to the clarification as to the fire water line and fire riser, Addendum 1, removed these items
And are to be change ordered back into the contractor's fee, once drawings are provided by Steger/Bizzell verifying location, distance, and details. All contact bids would have required these items.

3. Change order fee for J. Jacobs Construction is 10% above Change for Profit and Overhead, this is the same as two contractors, and 5% less than STR. Work, which is Owner related to be reimbursed was 5% return to owner P.&O. plus cost of work. This is the highest return.

4. The specified choice of the mosaic pattern, granite field stone was the most requested feature to substitute by all bidders. Several contractors did not bid the granite, because of availability of field stone granite, and others bid the San Saba stone alternate. Two contractors offered $191,000.00 and $168,000.00
credits to use alternate stone. It is our opinion that the alternate stone can meet the City's requested pattern and color range. Note: Huffman Builders, did not provide an alternate price for the mosaic granite, so if you were to consider the minimum alternate deduction from either STC or Veritas, their bid would drop to the $875,000.00 to $910,000.00 range, but there is no absolute way of knowing with out the schedule of values they did not provide.

By applying the alternates and inclusions, all bidders move their base bid to a more competitive range, but in some cases with lesser quality alternates as follows: STR Construction-$1,100,000 range,
Veritas Construction-$971,238.00, Huffman Builders-1,061,288.00, and Jimmy Jacobs-$858,643.00 remain with their original base bids.

Finally, with regards to Addenda, and RFI's, additional items added, which were not identified in our latest updated estimate of construction costs were as follows:

1: Undiscovered septic tank or cistern in back room of existing structure.
2. Lack of properly sized water line for fire suppression system, unavailable for immediate contractor connection.
3. Added Landscaping
4. Increase in construction pricing in the last 6 months at plus 7 %.

Considering all the above items, we recommend the City of Liberty Hill award the contract for construction to Jimmy Jacobs Construction.

Please do not hesitate to contact me if you have any questions.

Thank you for this opportunity to serve you,

Sincerely,

Richard Elsasser, NCARB

AGENDA ITEM #9.f.

AGENDA ITEM #9.h.

ATTACHMENTS:

Description	Upload Date
Ethics Ordinance	10/9/2020

ORDINANCE NO. 18-O-108

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 1, TITLED "GENERAL PROVISIONS" ARTICLE 1.02, TITLED "ADMINISTRATION"; ADDING DIVISION 4 ETHICS; PROVIDING FOR FINDINGS OF FACT; PROVIDING A REPEALER; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; CONFIRMING PROPER NOTICE AND MEETING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Liberty Hill enacts this new Code of Ethics to foster a culture of integrity for those who serve the municipality and our citizenry; and

WHEREAS, the City Council strives to increase public confidence in our municipal government; and

WHEREAS, the City Council finds that it is the policy of the City that all City Officials shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust; and

WHEREAS, the City Council has determined that City Officials have a responsibility to the citizens to administer and enforce the City Ordinances in an ethical manner; and

WHEREAS, the City Council wants to enhance public confidence in our municipal government by providing that each city official must strive not only to maintain technical compliance with the principles of conduct set forth in this Article but to aspire daily to carry out their duties objectively, fairly, and lawfully; and

WHEREAS, the City Council enacts this Ordinance to ensure that decision makers provide responsible stewardship of City resources and assets; and

WHEREAS, the City Council intends this Ordinance to provide a framework within which to encourage ethical behavior and enforce basic standards of conduct while providing due process that protects the rights of the complainant and the accused; and

WHEREAS, this Code of Ethics shall apply to the Mayor, City Council, and all appointed boards, commissions, and committees appointed by the City Council; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF LIBERTY HILL HEREBY ORDAINS:

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

SECTION 2. AMENDMENT. That the Code of Ordinances, Liberty Hill, Texas, is hereby amended by adding a Division 3 to Article 1.02; Chapter 1; which said division reads as provided in Attachment A, attached hereto and incorporated into this Ordinance for all intents and purposes. Affirmation of Code of Ethics is attached as Attachment B.

SECTION 3. REPEALER. To the extent reasonably possible, Ordinances are to be read together in harmony. However, all Ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 4. SEVERABILITY. Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective after publication as required by law from the date of its passage.

SECTION 7. PROPER NOTICE & MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 22nd day of OCTOBER, 2018.

RICK HALL
MAYOR

ATTEST:

BARBARA ZWERNEMANN
CITY SECRETARY

Attachment "A"

CODE OF ORDINANCES

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.02: ADMINISTRATION

• • •

Division 4. Ethics

1.02.070 Ethics Ordinance
This ordinance shall be known as the City of Liberty Hill Code of Ethics and Conduct for City Officials

1.02.071 Statement of Purpose
The citizens and the businesses of Liberty Hill are entitled to have fair, ethical and accountable local government which earns the public's trust and full confidence for integrity. The strong desire of the city to fulfill this expectation therefore requires that the City Officials, both elected and appointed shall:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Be independent, impartial and fair in their judgment and actions;
3. Use their respective office or position for the public good, not for personal gain;
4. All board, commission, committee or advisory committee members will serve at the pleasure of the City Council and may be removed at any time by an affirmative vote by the Majority of the Council unless otherwise provided by state law;
5. Each board, commission or committee member will acquaint themselves with the City Council's Comprehensive Plan and vision for the City;
6. If elected or appointed each council, board, commission or committee member, by accepting such appointment, will agree to support the comprehensive plan Comprehensive Plan and the Council's Vision, goals and objectives for the city in their appointed role; and
7. All board, commission, committee advisory committee members and future members must read and review the Ethics Code, sign the statement, Attachment "B". An applicant for a board, commission, committee, or advisory committee shall sign the statement that the applicant has read and reviewed the Ethics Code and attach the

statement to an application for the board, commission, committee or advisory committee.

To this end, the City Council has adopted this Code of Ethics and Rules of Conduct for City Officials, in order to assure public confidence in the integrity of local government and its effective and fair operations.

1.02.072 Definitions

The following words, terms and phrases, when used in this section, shall have the following meanings subscribed to them:

- Business. A corporation, partnership, sole proprietorship, firm, holding company, joint stock company, receivership, trust or any other for profit or non for profit entity. City Council, the legislative and governing body of the City Council members.
- City Official. Any members of the City Council, City Officers and any appointed member of a city board, commission, committee, or advisory committee set up by ordinance, resolution, charter, state law or otherwise, on a temporary or permanent basis.
- Legislative Process. The processes and rules of order established by the City Council that includes the provisions of the code of ethics and rules of conduct in paragraphs 1 through 17.
- Nepotism. Showing favoritism to a relative. No person related within the first degree of affinity (relationship by marriage or ties other than those of blood) or the second degree by consanguinity (relationship by a common ancestor; kinship) to any member of the City Council or the City Administrator shall serve on the board, commission, committee or advisory committee appointed by the City Council, including an ad hoc or special purpose committees.

1.02.073 Code of Ethics and Rules of Conduct

City Officials shall comply with the following provisions:

1. **Act in public interest**

   Recognizing that stewardship of the public interest must be their primary concern, City Officials shall work for the common good of the people of Liberty Hill and not for any private or personal interest, and shall assure fair and equal treatment of all persons, claims, and transactions coming before the City Council, boards, commissions, committees and advisory committees.

2. **Comply with the Law**

   City Officials shall comply with the laws of the nation, the State of Texas, and the City of Liberty Hill in the performance of their public duties. These laws include, but are not limited to: the United States and Texas Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government, and city ordinances, resolutions, and policies.

3. **Conduct of City Officials**

   The professional and personal conduct of City Officials must be above reproach and avoid even the appearance of impropriety. City Officials shall refrain from abusive conduct, personal charges, or verbal attack upon the character or other motives of other

City Officials or employees, boards, commissions, committee, and citizen advisory committees.

4. **Respect for Process**
City Officials shall perform their duties in accordance with the processes and rules of order established by the City Council and boards, commissions and committees and advisory committees governing the public deliberation of the public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council. City Officials shall not interfere with the legislative process.

5. **Conduct of Public Meetings**
City Officials have an obligation to attend meetings and be prepared for public issues; to listen courteously, attentively to all public discussions before the body, and to focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of the meeting.

6. **Decision based on merit**
It is expected and required that City Officials review material, participate in discussion and base their decision on the merits and substance of the matter at hand.

7. **Communication**
Prior to permitting final action on a matter under consideration, City Officials shall publicly share information which they may have received from sources outside of the public decision-making process, that is relevant to such action by the council, boards, commissions, committees or advisory committees.

8. **Conflicts of Interest and Disclosure**
City Officials shall familiarize themselves with and abide by the following conflicts of interest and disclosure statutes and principles:
   A. Chapter 171 of the Local Government Code requires a City Official to file an affidavit disclosing substantial interest in a business or property that would be beneficially affected by a decision of the governing body or of any other board or commission upon which the member serves and thereafter to abstain from participation in discussion and voting of the matter. Once the disclosure is made the City Official is to remove himself from the meeting area to ensure his presence does not hinder the discussion of the item or influence of the vote.
   B. Chapter 212.017 of the Local Government Code which requires City Officials to file an affidavit disclosing a substantial interest in a subdivided tract.
   C. Section 176 of the Local Government Code requires City Council and the city administrator to file a conflicts disclosure statement disclosing any business relationship with a person or business doing business with the city being considered by the city for a business relationship.
   D. Section 176.003 (a) (2) (B) of the Local Government Code requires the disclosure of the gifts of aggregate value of more than $250.00 in the 12 month period preceding the date that the local government officer becomes aware of a transaction described in

Section 176 , other than gifts, food, lodging, transportation, or entertainment accepted as a guest.

E. Sections 553.001-553.003 of the Government Code requires the filing of an affidavit before the date the city will acquire a property in which the City Official has a legal or equitable interest.

F. In order to ensure independence and impartiality on behalf of the public good, City Officials are prohibited from using their positions to influence government decisions in which they have a personal interest.

9. Corruption

City Officials shall familiarize themselves with and abide by the Texas penal code mandates concerning corruption, including without limitation, Chapter 36, Bribery and Corrupt Influence, Section 36.02 , Bribery, prohibiting receipt of prohibited gifts, Section 36.03, Coercion of Public Servant, Section 36.04, Improper Influence, Section 36.05, Tampering with a Witness, Section 36.06, Obstruction or Retaliation, Section Acceptance of Honorarium, Section 36.08 Gift to Public Servant, Section 36.09, Offering Gift to Public Servant, and Chapter 39, Abuse of Office, Section 39.02, Abuse of Official Capacity, Section 39.03, Official Oppression, Section 39.06 Misuse of Official information and all other applicable state laws regulating or related to public services.

10. Political Advocacy.

City Officials shall not utilize the city's name or logo for purposes of endorsing any political candidate, business, proposition or measure.

11. Confidential Information.

City Officials shall respect the confidentiality of information concerning city property, personnel, or proceedings of the city. City Officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interest.

12. Use of Public Resources

City Officials shall not use public resources generally unavailable to the public, such as city staff time, equipment, supplies or facilities, for private gain or personal purposes unless authorized by council action.

13. Representation of Private Interests

In keeping with their role as stewards of the public interest, City Officials shall not appear on behalf of private interests of third parties before the council or any board, commission, committee, or proceeding of the city.

14. Advocacy

City Officials shall represent the official policies or positions of the City Council, board, commission, committee, or advisory group to the best of their ability when designated as a delegate for this purpose. When presenting their individual opinions and positions, City Officials shall explicitly state that they do not represent the City Council, board,

commission or committee of the City of Liberty Hill, nor will they allow the interference that the City Official is the representative.

15. Policy Role of City Officials

City Officials shall respect and adhere to the City of Liberty Gill governmental structure as outlined in the city's policies, procedures and this Code of and Rules of Conduct. In this structure, the City Council determines the policies of the city with the advice, information and analysis provided by the public boards, commission, committees, advisory committees, city staff, city attorney and city consultants. Except as provided by city ordinance or resolution, City Officials, therefore, shall not interfere with the administrative functions of the city or the professional duties of the city staff, nor shall they impair the ability of staff to implement council action.

16. Independence of Boards, Commissions, Committees and Advisory Committees

Because of the value of the independent advice of boards, commissions, committees, or advisory committees to the public decision making process, City Officials shall refrain from using their position to influence unduly the deliberations or outcomes of boards, commissions, committees, or advisory committee.

17. Positive, Safe and Harassment Free Work Place Environment

City Officials shall support the maintenance of a positive and constructive work place environment for the City employees and for citizens and business dealing with the city. City Officials shall recognize their special role in dealing with the city employees and refrain from creating the perception of inappropriate direction to the staff.

18. Implementation

An expression of the standards of conduct for the City Officials expected by the city, the Liberty Hill Code of Ethics and Rules of Conduct is intended to be self-enforcing. It therefore becomes effective when City Officials are thoroughly familiar with it and embrace its provisions. Ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards, commissions, committees, or advisory committees, and newly elected and appointed officials. City Officials entering office, including those appointed to shall sign a statement, *Attachment "B"*, affirming they have read and understood the Liberty Hill Code of Ethics and Rules of Conduct to agree to be bound by its terms. In addition, the Code of Ethics and Rules of Conduct shall be reviewed periodically by the City Council, boards, commissions, committees, advisory groups, employees and citizens for revision as necessary.

1.02.74 Compliance and Enforcement

City of Liberty Hill Code of Ethics and Rules of Conduct expresses standards of ethical conduct expected for the City Officials of the City of Liberty Hill City Council, boards, commissions, committees, or advisory committees. City Officials themselves have the primary responsibility to assure that ethical standards are understood and met, and then the public can continue to have full confidence in the integrity of government. The chairs of boards, commissions, and committees and the Mayor have the additional responsibility to intervene when City Officials

actions appear to be in violation of the Code of Ethics and Rules of Conduct and are brought to their attention.

1.02.75 Procedure for Sanctions and Removal

The City Council may impose sanctions such as a reprimand, formal censure or loss of appointment, on City Officials whose conduct does not comply with the Code of Ethics and Rules of Conduct.

The City Council may also remove members of boards, commissions, committees, and advisory committees from the board, commission, committee, or advisory committee in accordance with City Council procedures and subject to the limitations set forth in state law.

1.02.076 Procedure for Enforcement by Written Complaint

(a) Upon good faith belief that a City Official has violated any term or provision of the Code of Ethics and Rules of Conduct, a party having such good belief that a violation has occurred and wishing to initiate a formal review of the alleged violation shall file a written complaint with the city secretary. The written complaint shall contain:

(1) the name of the complaining party (hereinafter Complainant);

(2) the name of the party whom against the complaint is being filed (hereinafter the Respondent);

(3) The specific sections of this Code allegedly violated;

(4) specific dates, approximate times of day, locations and other facts evidencing the alleged violations; and

(5) any documentation evidencing that a violation of the handbook had occurred.

(b) Upon receipt of a written complaint meeting all of the requirements set forth in the preceding paragraph, the city secretary shall put the complaint on the next City Council meeting agenda for which posting requirements may legally and procedurally be met. Alternatively, if the complaint does not meet all the requirements set forth in the preceding paragraph, the city secretary shall notify the complainant in writing of the nature of the deficiency and no further action by the city secretary or the council shall be necessary, until such time the city secretary can determine if the complaint meets the requirements of this section.

(c) Once placed upon the City Council agenda, the scope of the City Council review shall be limited to a determination of whether the complaint on its face presents of violation of this Code of Ethics and Conduct for which sanctions, such as reprimand, formal censure, or loss of appointment would be appropriate in order to serve the legitimate goal of orderly governance, integrity, and public confidence in government. Upon a majority vote of the City Council that the complaint warrants further review and investigation, an item shall be placed on the next available regular City Council meeting agenda for which posting requirements may be legally and formally met. Additionally upon majority vote the City Council may specify any and all individual items of grievance from the complaint that merit such review and investigation that will be considered by the City Council at subsequent hearing on the matter.

(d) At least seven (7) days prior to the hearing date, the City Secretary shall notify the Respondent in writing of the date, time, and place at which the council will conduct a hearing on

the merits of the alleged complaint, and if the City Council by majority vote has specified individual items for review and investigation at the hearing such notice shall advise the Respondent of the scope of the hearing. Alternatively, if upon its review upon the face of the complaint on its face a majority vote of City Council determines that further review and investigation is not warranted, then the Complainant shall be notified in writing of such vote, the written complaint shall be returned to the Complainant, and no further action shall be required. At the subsequent council hearing, the complainant and respondent may present testimonial and or documentary evidence regarding the allegations contained in the complaint. If council determines that substantial evidence has been presented to support the allegation of handbook has occurred and is detrimental to the orderly governance, integrity, and public confidence in the city government, then the City Council by a majority vote may impose sanctions, such as reprimand, formal censures, or loss of appointment, as determined appropriate to serve legitimate goals of this policy.

All procedural rules of the Council shall apply to proceedings conducted pursuant to this section. The complaint procedure specified in this section shall only be applicable to those City Officials who are appointed and for the conduct of such Official that occurs during the Official's term of office on the city board, commissions, committees, or advisory committee.

1.02.077 Removal from Office

The Mayor or any City Council member may be removed from office in accordance with Section 21.026 of the Texas Local Government Code for violations of the Liberty Hill Code of Ethics and Rules of Conduct.

1.02.078 Offense

It is an offense to violate any Section of this Code. A complaint may be filed in the City of Liberty Hill Municipal Court for violations of the Liberty Hill Code of Ethics and Rules of Conduct.

Attachment "B"

City of Liberty Hill
Code of Ethics and Conduct
For City Officials

I affirm that I have read and understand, accept and support the City of Liberty Hill Code of Ethics and Rules of Conduct for City Officials.

_____
Elected or appointed Official Name

Date
_____

Signature
_____

Position
_____