



**ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS  
WEDNESDAY - MARCH 3, 2021 - 5:00 PM  
AGENDA**

**Council Chambers at Municipal Court  
2801 Ranch Road 1869, Liberty Hill, Texas**

<b>Liz Rundzieher</b>	<b>Adrienne Hughes</b>
<b>Michael Helbing</b>	<b>Jamie Etkorn</b>
<b>Eric Bailey</b>	<b>John Clark</b>
<b>Johnny Johnston</b>	

**1) CALL TO ORDER**

**a) Establish Quorum**

**b) Invocation**

**c) Pledge of Allegiance**

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

**d) Texas Pledge**

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

**2) PUBLIC COMMENTS**

Public comments related to posted agenda items are welcome by the LHEDC Board. Individuals who wish to speak must complete a Public Comment Form and present the form to the City Secretary before the meeting is called to order. Individuals will be allowed to speak up to three (3) minutes on a posted agenda item. Alternatively, Public Comments related to posted agenda items may be submitted by email to [nsawyer@libertyhilltx.gov](mailto:nsawyer@libertyhilltx.gov) before 3:00 PM the day of the meeting for comments to be read at the 5:00 PM meeting by the City Secretary.

**3) BOARD OPENING COMMENTS**

**4) TREASURER'S REPORT**

Treasurer will provide a financial update for the corporation.

**5) REGULAR AGENDA**

- a) Update on Entry / Gateway signage. Presented by Lacie Hale, City Administrator
- b) Discuss and consider approval of the minutes of the EDC meeting held January 6, 2021.
- c) Discuss and consider action to approve a Business Incentive Program grant application from Main Street Social. Presented by Matt Powell, Executive Director
- d) Discuss and consider a Business Improvement Program grant for Mrs. Amy's Adventures. Presented by Matt Powell, Executive Director
- e) Update from the Bylaws Subcommittee.
- f) Update on Board Member training. Presented by Matt Powell, Executive Director
- g) Discuss and consider setting date for EDC retreat. Presented by Matt Powell, Executive Director
- h) Update on the EDC website. Presented by Matt Powell, Executive Director
- i) Discussion and possible action on the EDC insurance policy.  
(Will be provided to directors when available.)
- j) Discussion of possible Winter Storm Relief Grants.

**6) EXECUTIVE DIRECTOR'S UPDATE**

**7) CONVENE TO EXECUTIVE SESSION**

The LHEDC Board President will convene the EDC Board to Executive Session pursuant to Texas Government Code §551.071 - Consultation with Legal Counsel and Texas Government Code §551.087 - Economic Development Negotiations. No action will be taken in Executive Session.

- a) Update and review of Economic Development Projects.  
Projects as listed:
  - Project W2
  - Project Dinger
  - Project Toybox
  - Project Stagecoach

**8) RECONVENE – REGULAR SESSION**

The LHEDC Board President will reconvene the EDC Board to Regular Session following

Consultation with Legal Counsel pursuant to Texas Government Code §551.071 and Texas Government Code §551.087 – Economic Development Negotiations. Council will entertain discussion related to the matters outlined below.

a) Update and review of Economic Development Projects.

Projects as listed:

- Project W2
- Project Dinger
- Project Toybox
- Project Stagecoach

**9) BOARD CLOSING COMMENTS**

**10) ADJOURNMENT**

**City Council reserves the right to adjourn into Executive Session at any time during the course of the 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 and Donations), §551.074 Personnel Matters), §551.076 (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 need to be received 48 hours prior to the meeting. Contact the City Secretary at 512-778-5449 –Extension 112.**

**POSTING CERTIFICATION: I, NANCY SAWYER – CITY SECRETARY – CITY OF LIBERTY HILL certify that the attached notice of meeting for the CITY COUNCIL – CITY OF LIBERTY HILL, TEXAS 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.gov](http://www.libertyhilltx.gov)) on the 26th day of February, 2021 at 4:00 PM. Nancy Sawyer – City Secretary.**

**REMOVAL CERTIFICATION: I, NANCY SAWYER – CITY SECRETARY – 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 \_\_\_\_\_, 2021 at \_\_\_\_\_. INITIALS\_\_\_\_\_**



# LIBERTY HILL

F R E E D O M T O G R O W

## LIBERTY HILL EDC BOARD OF DIRECTORS

### SPECIAL MEETING MINUTES

WEDNESDAY – JANUARY 6, 2021 – 5:00 PM

Location: Liberty Hill Municipal Court

2801 Ranch Road 1869 - Liberty Hill, TX 78642

John Johnston - President

John Clark – Vice President

Eric Bailey – Director

Jamie Etzkorn – Director

Michael Helbing– Director

Adrienne Hughes – Director

Liz Rundzieher – Director

#### CALL TO ORDER

John Johnston, LHEDC Board President called the meeting to order at 5:00 PM at 2801 Ranch Road 1869 in Liberty Hill, Texas. Invocation was given, followed by receiving the Pledge of Allegiance and Texas Pledge.

#### EDC BOARD OF DIRECTORS PRESENT:

John Johnston, John Clark, Eric Bailey (arrived at 5:02), Michael Helbing, Adrienne Hughes, Liz Rundzieher, and Jamie Etzkorn via Zoom.

#### PUBLIC COMMENTS

There were no public comments.

#### PUBLIC HEARING

Public Hearing, consideration, and potential action related to an Economic Development Incentive Agreement between the LHEDC and Heritage Ridge Investments, LLC.

Executive Director Matt Powell presented to the Board regarding the agreement previously known to the public as "Project Orange." He explained that Heritage Ridge Investments, LLC will develop a shopping center of no less than six (6) businesses, along with the development of a hike and bike trail. The LHEDC will be providing an infrastructure grant of \$160,000, under certain stipulations. The developer Mike Beevers also addressed the board, stating that they are about to satisfy their permit requirements and are hoping to break ground with a Starbucks as soon as next week. He also explained that they have been approved for a lift station which will help with drawing big-name public brands into the complex. Board President John Johnston opened the Public Hearing for questions and comments at 5:10 PM. There were no questions or comments. The Public Hearing was closed at 5:11 PM.

Public Hearing, consideration, and potential action related to an Economic Development Performance Agreement between the LHEDC and Golf Cart King, LLC.

Executive Director Matt Powell presented to the Board regarding the agreement previously known to the public as "Project Fore." He explained that Golf Cart King is a company based in Austin which specializes in the assembly of custom golf carts, along with a large mail order business. He summarized to the Board that Golf Cart King (GCK) would be opening with 23 jobs with a plan to grow to roughly 41 jobs by the end of the decade. He shared that he, City Administrator Lacie Hale, and City Attorney Tad Cleaves had toured their office in Austin, and Mr. Powell was pleased to report that it was an incredibly safe and enjoyable environment. Mr. Powell felt GCK would be an excellent employer to bring to Liberty Hill with a summarized maximum of \$300,000 EDC incentives over a 10-year term. Board President John Johnston opened the Public Hearing for questions and comments at 5:17 PM. There were no questions or comments. The Public Hearing was closed at 5:17 PM.

#### REGULAR SESSION

Consideration and potential action related to an Economic Development Incentive Agreement between the LHEDC and Heritage Ridge Investments, LLC.

President John Johnston moved the Board to regular session to vote on the proposed agreement between the LHEDC and Heritage Ridge Investments, LLC.

OUTCOME: On motion by Liz Rundzieher and second by Eric Bailey, the Board approved the contract, amended to state "no fewer than six businesses" throughout.

Motion passed on vote of 7 ayes, 0 nays, and 0 abstentions

Consideration and potential action related to an Economic Development Performance Agreement between the LHEDC and Golf Cart King, LLC.

Director Jamie Etzkorn called attention to a missing page in the contract given to the Board members, and Mr. Powell then emailed the full document to all the members. City Attorney Tad Cleaves summarized what was present on the missing page, and the Board members agreed they felt comfortable with the summary before moving to a vote.

OUTCOME: On motion by Liz Rundzieher and second by Michael Helbing, the Board approved the contract.

Motion passed on vote of 7 ayes, 0 nays, and 0 abstentions

#### PUBLIC HEARING

Public Hearing, consideration, and potential action related to an Economic Development Performance Agreement between the LHEDC and Tex-Mix Partners, Ltd.

Before beginning, Director Eric Bailey stepped off the dias at 5:27 PM due to a conflict of interest. Executive Director Matt Powell briefly introduced what was previously known to the public as "Project Rock and Roll," stating that this is the kind of deal Economic Development Corporations want. Eric Bailey addressed the board, explaining Tex-Mix is a privately-owned business looking to relocate its sales and dispatch office for Central Texas to Liberty Hill. President John Johnston opened the Public Hearing for questions and comments at 5:31 PM. Mr. Powell informed the board that Tex-Mix would bring 7-9 highly skilled jobs in the start, with planned growth. The LHEDC and City of Liberty Hill would be responsible for \$5,000,000 maximum in incentives over a 10-year term, with lucrative returns. There were no further questions or comments. The Public Hearing was closed at 5:39 PM.

## REGULAR SESSION

Consideration and potential action related to an Economic Development Performance Agreement between the LHEDC and Tex-Mix Partners, Ltd.

President John Johnston moved to regular session in order to vote on this item so that Director Eric Bailey could return to the dias for the remainder of the meeting. Director Jamie Etzkorn drew attention to three items needing amendment in the contract. First, item 2a on page 7 is in reference to Article IV (four), not Article I (one) as currently stated. Second, item g on page 6 needs the insertion of the word "on" to read "...fees on/or before...". Lastly, she called for consistency in regards to representation, as at some points it states something must be done by the Director, whereas others call for the Director and/or the Board. After some discussion, the Board agreed with Ms. Etzkorn's assessments and suggested that for her third comment, the contract be amended to include the Director and/or the Board.

OUTCOME: On motion by Liz Rundzieher and second by Adrienne Hughes, the Board approved the contract with amendments.

Motion passed on vote of 6 ayes, 0 nays, and 1 abstention (Abstention from Eric Bailey due to a conflict of interest.)

## BOARD OPENING COMMENTS

President John Johnston stated that the LHEDC appreciates Mayor Branigan being present, and welcomes her to all LHEDC meetings.

## TREASURERS REPORT

Eric Bailey addressed the board, informing them that Becky Wilkins, Finance Director, got the annual report filed, so the LHEDC is in good shape with the State. Mr. Bailey stated that money is continuing to flow in, and that Ms. Wilkins is moving appropriately. Given the approvals this evening, Mr. Bailey stated a potential need to look at the agreements and their financial impacts over the next few months. Additionally, Mr. Bailey said that Ms. Wilkins may need to come in to explain the EDC's options to invest their balance. After discussion, the Board decided they would call a meeting with the Finance Director to be attended by Eric Bailey, Liz Rundzieher, John Johnston, and Matt Powell, who would report back to the Board at a future EDC meeting to discuss investment options.

## NO ACTION TAKEN

## REGULAR AGENDA

Discuss and consider approval of minutes of December 16, 2020 EDC meeting.

OUTCOME: On motion by Liz Rundzieher and second by John Johnston, the minutes were approved.

Motion passed on vote of 6 ayes, 0 nays, and 1 abstentions (Abstention from John Clark, due to his absence at the December 16<sup>th</sup> meeting.)

Discuss and consider amending the Bylaws of the EDC.

Executive Director Matt Powell informed the Board that currently, the LHEDC bylaws require them to go to Council for approval of all contracts, even those that are financially small or temporary in term. Mr. Powell stated that there had been some Director interest in amending the bylaws so the EDC would only need Council approval for permanent contracts or those over a certain dollar amount. After discussion,

Director Jamie Etzkorn suggested the creation of a bylaws committee to review all EDC Bylaws and bring suggestions back to the EDC Board before presenting a change request to City Council. The Board agreed, and designated Jamie Etzkorn, John Clark, and Liz Rundzieher to act as the EDC Bylaws Committee.

NO ACTION TAKEN

Discuss and consider authorizing the Executive Director of the EDC to enter into a contract with a new data provider for the prospector website.

Executive Director Matt Powell informed the Board that their prospector website, LibertyHillWorks.com, is getting good attention. He reminded the Board that the company that used to oversee data tracking for the website very suddenly went out of business (RealMassive), and that he has found a potential new company to work with, "REsimplifi". Mr. Powell stated his excitement at the prospect of working with REsimplifi, as they will create an algorithm specifically to monitor the Liberty Hill website, rather than using a more general pre-existing system. Additionally, he informed the Board that they are generally more expensive, but in the interest of gaining Liberty Hill's business, REsimplifi is willing to set aside their normal annual charge of \$5,000 to match the fee agreed upon with RealMassive, \$3,500 annually. Mr. Powell informed the Board that should they approve a contract with REsimplifi, data tracking can begin again as soon as next week. Director Liz Rundzieher expressed concern at approving a contract they have not seen, and Mr. Powell reminded them that the contract would also need to be approved by City Council before going into effect. He also suggested they use specific verbiage in their motion, allowing the Executive Director and City Attorney to only accept a contract similar to that which they already had with RealMassive.

OUTCOME: On Motion by John Johnston and second by Eric Bailey, the Board approved the EDC Executive Director and City Attorney to accept a contract with REsimplifi if it is basically the same as the contract with RealMassive with no major revisions.

Motion passed on vote of 7 ayes, 0 nays, and 0 abstentions

#### EXECUTIVE DIRECTOR'S UPDATE

Matt Powell, EDC Executive Director addressed the Board, thanking them for making him the EDC Director. He stated that this was a momentous night, a sort of "Mt. Rushmore" for the LHEDC, and that this type of growth and potential revenue is exactly what he wants to bring to Liberty Hill. Mr. Powell also informed the Board that the Prospector Website has gotten good reviews from commercial people, and that he will be tentatively acting as a speaker at a commercial broker event in February.

#### OTHER BUSINESS

The next EDC meeting will be held on Wednesday, February 17<sup>th</sup>

#### BOARD CLOSING COMMENTS

Vice President John Clark expressed his thanks to Mr. Mike Beevers and Eric Bailey for trusting the EDC and coming to Liberty Hill with their business. Mr. Clark went on to say that he is proud of Matt Powell for burning the midnight oil, protecting and growing Liberty Hill, and that this was a big night, setting precedent for the future.

ADJOURNMENT

OUTCOME: On motion by John Johnston and second by Liz Rundzieher, the Liberty Hill Economic Development Corporation Board of Directors meeting was adjourned at 6:08PM.

Motion passed on vote of 7 ayes, 0 nays, and 0 abstentions.

PASSED AND APPROVED on February 17, 2021 by the Liberty Hill Economic Development Corporation Board of Director on vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NAYS, and \_\_\_\_\_ ABSTENTIONS.

Nancy Sawyer  
City Secretary  
LHEDC Board of Directors



Print

**Business Incentive Program - Submission #1658**

Date Submitted: 1/9/2021

**LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION**  
**BUSINESS INCENTIVE PROGRAM APPLICATION**

Please submit the completed application with necessary uploaded documents no later than noon on the first business day of the month you wish to be considered for inclusion on the EDC meeting agenda. Scheduling of consideration of any application is at the sole discretion of the EDC Board and Director. You will be notified of the date your application will be considered. If you have questions, contact City Hall at 512-778-5449, Extension 113. For permit questions, contact the City Planner at 512-748-5449, Extension 105.

**BEFORE YOU BEGIN:**

**[CLICK HERE: Business Incentive Program Information](#)**

Please click link above and review information prior to completion of application.

**Applicant Name\***

James Prince

**Date\***

1/9/2021

**Name of Business\***

Main Street Social

**Mailing Address\***

1651 Loop 332

**City\***

Liberty hill

**State\***

TX

**Zip Code\***

78642

**Contact Phone\***

15122281931

**Contact Email\***

prncedevlopment@gmail.com

**Physical Address of Building\***

**Business Type / Activity\***

1651 Loop 332

Food Service

**Provide project details for business incentive program: \***

We are doing a "FoodHall" service business with 5 new locations for dining under one roof. We have an extended outdoor area for families to gather in a 1.5 acre with heavy treed area with games and other fun things to do. We have also an indoor arcade for kids and families to play.

\* For Job Creation incentive requests include the number of projected new employees, job titles and salaries.

\*\* For Capital Investment Projects provide total project amount (please attach copy of project concept and cost): \*

Total capitol investment with land and building development is \$2,000,000

Upload site plan, materials and colors to be used for building facade, sign design, etc., as well as photographs of the project site. (Square footage)

**For Uploading of Associated Documents**

mainstreetsocialdevelopmentbudget.xlsx

**Please combine all associated documents into one file to scan and upload here.**

**TOTAL COST OF PROPOSED PROJECT:\***

2000000

**AMOUNT OF INCENTIVE REQUESTED:\***

36000

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

**Electronic Signature\***

**Date\***

James Prince

1/9/2021

**LHEDC BOARD REVIEW**

**LHEDC SIGNATURE**

Signature \_\_\_\_\_

**Date:**

Date of Board Meeting: \_\_\_\_\_

**CITY COUNCIL REVIEW**

Signature \_\_\_\_\_

**Date of Council Meeting:**

\_\_\_\_\_

Incentive Requested: \$ \_\_\_\_\_

\_\_\_\_\_ Approved / \_\_\_\_\_ Rejected

**DATES TO REMEMBER:**

Work must commence within six (6) months after site development approval:

\_\_\_\_\_

Work must be completed within twelve (12) months after site development approval:

\_\_\_\_\_

As authorized by Texas Local Government Code Section 501.158, this PERFORMANCE AGREEMENT (hereinafter "this Agreement") is made and entered into by and between the Liberty Hill Economic Development Corporation (hereinafter "LHEDC"), acting through its Board of Directors; and entered into by and between the Liberty Hill Economic Development Corporation, hereinafter "LHEDC"), acting through its Board of Directors; and owner of business in Liberty Hill, Texas, hereinafter referred to as "Grantee".

**Owner Name\***

James Prince

**Name of Business\***

Mainstreet Social

WHEREAS, LHEDC was formed to administer the sales and use tax approved by the citizens of Liberty Hill, Texas and collected pursuant to the Development Corporation Act of 1979 (the Act") for the development, promotion, creation, retention, or expansion of business enterprises which create or retain jobs, and for suitable infrastructure necessary to promote or develop business enterprises; and

WHEREAS, Grantee applied for financial assistance from the LHEDC under the Liberty Hill Economic Development Corporation Business Incentive Program for performance based incentives related to a project to undertake capital investment or job creation in accordance with the eligibility guidelines of the Program; and

WHEREAS, the LHEDC Board approved an incentive award to Grantee in the total amount of \$ \_\_\_\_\_; and

WHEREAS, LHEDC has determined that Grantee's request is in keeping with the statutory purpose of the Act and the guidelines of the Program;

NOW, THEREFORE, LHEDC AND GRANTEE FOR AND IN CONSIDERATION of the mutual promises contained herein, do hereby contract and agree as follows:

## A. Grantee Statements

I have met with (names)\*

Lance Dean

and fully understand the Business Incentive program established by the LHEDC Board. I intend to use these incentive funds for the aforementioned project(s) in support of Liberty Hill's economic development efforts. I have not received, nor will I receive, insurance monies for this project.

I have read the Business Incentive Program Introduction, Eligibility Guidelines, General Checklist, Application and Agreement .

I understand that if I am awarded an incentive, any deviation from the approved project or failure to meet hiring and salary projections may result in partial or total withdrawal of the incentive. Furthermore, if the business ceases operations or leaves Liberty Hill within (3) years from approval, I shall be required to reimburse the EDC immediately for the full amount of any funds from the incentive program. I understand the application processes involved and have been given an opportunity to ask questions regarding the incentive program.

## B. Grantee Obligations

1. The Grantee agrees to comply with the terms of this Agreement, the LHEDC Business Incentive Program Requirements, Eligibility Guidelines and Application as completed by Grantee and approved by the LHEDC Board and the City of Liberty Hill, all of which are attached hereto and incorporated herein by reference.
2. As consideration for the incentives provided under this Agreement, Grantee agrees to hire and maintain at least \_\_\_\_\_ Full Time Equivalents (FTE) with such employees to be paid annually an average salary of \$\_\_\_\_\_. A full-time employee means an employee who is hired and paid to work at least thirty (30) hours per week. A part-time employee means an employee who is hired and paid to work less than this amount.
3. As consideration for the incentives provided under this Agreement, Grantee agrees to make the following capital investment in accordance with the LHEDC Business Incentive Program Application submitted by Grantee and approved by LHEDC and the City of Liberty Hill.
4. Applicant must create full time or part-time jobs and sustain these positions and/or make the capital investments described herein according to the guidelines in the LHEDC Business Incentive Program Application which is attached hereto and incorporated herein by reference as if set forth in full herein.
5. The Grantee represents that it does not and will not knowingly employ undocumented workers.
6. The Grantee agrees not to employ any undocumented workers in accordance with current laws. If after receiving a public subsidy, the business is convicted of a violation under 8 U.S.C. 1324a, the Grantee shall repay the amount of the public subsidy with interest, at the rate and according to other terms provided by the agreement not later than 120 days after the date LHEDC notifies the Grantee of the violation.
7. The Grantee agrees to pay all ad valorem, employment, income, franchise, and other taxes due and owing by Grantee to all local, state, and federal entities.
8. The Grantee agrees to provide to LHEDC (a) documentation of payroll taxes paid, (d) documentation of sales tax collections, (e) documentation on ad valorem taxes paid, and (f). All required documentation shall be provided quarterly or as requested by LHEDC. If required documentation is not provided as required, LHEDC may audit the Grantee's payroll and sales tax records as necessary to verify the requirements in this Agreement.

9. The Grantee agrees to comply with all City of Liberty Hill, Texas city ordinances.

10. The Grantee agrees to affect no change in ownership of the business during the term of this Agreement without prior notice to and consent by the LHEDC.

11. The Grantee agrees not to transfer rights in this Agreement without the prior written consent of LHEDC.

#### C. LHEDC Obligations:

1. The LHEDC agrees to provide a \_\_\_\_\_ incentive to Grantee in the amount OF \$ \_\_\_\_\_ to include:

a. \_\_\_\_\_ to the Grantee for the purpose of creating and maintaining job(s) in Liberty Hill Texas, and these incentive monies shall be used for the following: \_\_\_\_\_;

b. The LHEDC agrees to provide up \_\_\_\_\_ for a capital investment incentive based on reimbursement for the cost of City permits and fees related to the construction of the eligible facility as described in the Application.

2. Financial assistance will be paid to Grantee as a reimbursement upon submission of paid receipts or in a lump sum at LHEDC's discretion.

#### TERM OF THE AGREEMENT:

This Agreement shall become effective upon execution by Grantee and shall remain in force for three (3) years from the date the Certificate of Occupancy is issued.

#### MODIFICATION:

If a material adverse event occur which disrupts business activity, the Grantee should notify the LHEDC office manager immediately. The LHEDC Board may consider a modification of this Agreement in such circumstances.

#### DEFAULT AND REPAYMENT:

Should LHEDC find that Grantee has not maintained the required number of employee(s) in accordance with the terms of this Agreement, or should LHEDC find that Grantee has breached any other term of this Agreement; the Grantee agrees to repay all Grant monies that have been disbursed by LHEDC to Grantee as remedy for the default. \_\_\_\_\_, owner or \_\_\_\_\_ [Title] of \_\_\_\_\_, a \_\_\_\_\_ [type of entity], agrees to personally guarantee the subject Grant of \$ \_\_\_\_\_.

Repayment shall be made by Grantee within 30 days of receipt of a written demand from LHEDC. Failure to timely repay the Grant shall constitute a breach of this Agreement.

#### WAIVER AND RELEASE OF LIABILITY:

The Grantee releases, waives and discharges, in advance, the LHEDC and the City of Liberty Hill, Texas, its agents and employees, of and from any and all liability, actions, claims, demands, damages, costs, judgments and executions either in law or in equity, causes of action of any kind whatsoever, at common law, statutory or otherwise, which Grantee has, or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly, including any personal injuries or expenses, death and/or injuries to property, real or personal, caused by or arising out of this Agreement.

The Grantee discharges, in advance, the LHEDC and the City of Liberty Hill, Texas, its agents and employees from and against any and all liability arising out of, or connected in any way with Grantee's performance of this Agreement.

#### VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**SUCCESSORS AND ASSIGNMENT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns where permitted by this agreement. This Agreement may not be assigned by Grantee without prior written approval by LHEDC.

**SOLE AGREEMENT:**

This Performance Agreement and referenced attachments, constitutes the only agreement of the parties concerning this transaction and supersedes any prior understandings or written or oral agreements between the parties.

~~~ Signature Pages Follow ~~~

.....  
**AGREED TO AND EXECUTED by:**  
**LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Date*

**ATTEST:**

\_\_\_\_\_  
*City Secretary*

**GRANTEE [INSERT NAME OF BUSINESS OR INDIVIDUAL]:**

\_\_\_\_\_  
Owner [or other title]

\_\_\_\_\_  
Date

.....  
**STATE OF TEXAS.....§**

**COUNTY OF WILLIAMSON.....§**

**APPROVED BY LIBERTY HILL CITY COUNCIL on \_\_\_\_\_, 20\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
Barbara Zwernemann, City Secretary

### DRAW REQUEST

LENDER: Amplify Credit Union  
 BORROWER: Main Street Social, LLC  
 CONTRACTOR: Prince Development, LLC  
 PROPERTY ADDRESS: 1750 Loop 332, Libery Hill, TX 78642

DRAW REQUEST DATE: 2/15/2020  
 DRAW REQUEST #: 3  
 DRAW REQUEST AMOUNT: 340,127.00

|                                 |                     |
|---------------------------------|---------------------|
| <b>CONTRACT SUM:</b>            | <b>1,738,669.50</b> |
| <b>DRAWS COMPLETED:</b>         | <b>370,577.00</b>   |
| <b>DRAW REQUESTED:</b>          | <b>181,318.00</b>   |
| <b>CHANGE ORDERS COMPLETED:</b> |                     |
| <b>CHANGE ORDERS REQUESTED:</b> |                     |
| <b>AMOUNT LEFT TO DRAW:</b>     | <b>1,186,774.50</b> |

| DRAW # | SOURCE  |                                    | LOAN           | NOTES        |
|--------|---------|------------------------------------|----------------|--------------|
|        | GL ACC. | CODE DESCRIPTION                   |                |              |
| 3      | #00800  | 1 2" Hot-Mix Asphalt               | 93,084         |              |
| 3      | #00900  | 1 6" Concrete Valley Gutter        | 5,084          |              |
| 3      | #01000  | 1 Concrete Inlet and water control | 6,000          |              |
| 4      | #01700  | 1 8" Concrete Approach             | 8,750          |              |
| 5      | #002000 | 2 BRICK MATERIAL                   | 40,000         | 50% of Total |
| 5      | #024000 | 2 SHUTTER/POST BRICK MAT.          | 28,400         | 40% of Total |
|        |         |                                    | <b>181,318</b> |              |

Contractor signature \_\_\_\_\_ Date \_\_\_\_\_

By signing Contractor certifies to Lender that the work set forth in the above described request has been completed in accordance with the plans and specifications for the project and meets code and all other applicable guidelines established by the governing municipality. Contractor further warrants that the costs requisitioned for work on previous draws have been paid.

Borrower signature \_\_\_\_\_ Date \_\_\_\_\_

By signing Borrower certifies to Lender that the work and materials set forth above have been thoroughly reviewed by Borrower and are acceptable to Borrower; the work and material set forth above have been satisfactorily completed and/or supplied, and all suppliers and subcontractors have been paid for work and materials currently in place or on site (with the exception of work and materials that are the subject of this draw request). Borrower hereby approves this draw request for funding by Lender. Any notices, preliminary notices, lien claims or any additional documents which Borrower has received which are related to any claims associated with the construction have been included with current or prior draw requests.

**LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION**  
**BUSINESS IMPROVEMENT GRANT**

**INTRODUCTION**

**STATEMENT**

The Liberty Hill Economic Development Corporation (LHEDC) has established and funded the **Business Improvement Grant** for the City of Liberty Hill. The program provides grant funds to downtown Liberty Hill non-residential property owners on Ranch Road 1869 from State Highway 29 to all of Loop 332 and from State Highway 29 to Barton Street behind Parker's Grocery Store in support of revitalization on a case-by-case basis.

Grants are available on a 50/50 basis with a cap of \$5,000 per grant. Sign grants are available on a 50/50 basis with a cap of \$500 per grant. Grant funds can only be approved for facades and signs which are in alignment with the City's Unified Development Code (UDC). Eligible projects include, but are not limited to the following:

- (1) Façade renovations (visible to the public)
- (2) Awning installation
- (3) Exterior painting
- (4) Outdoor lighting
- (5) Landscaping
- (6) Parking lot improvements
- (7) Signage
- (8) Roof and foundation repairs

Applications for the program are reviewed by the LHEDC Board. In addition to review for basic eligibility requirements, applications will be reviewed for:

- (1) Potential to diversify the economy;
- (2) Effect and support on other businesses; and/or
- (3) Consistency with local redevelopment strategies.

The LHEDC **Business Improvement Grant** is set up as single-payment grant funds to non-residential property owners, and in some situations, tenants.

The annual funding cycle begins October 1<sup>st</sup> of each year and ends September 30<sup>th</sup> of the following year in alignment with the City's Fiscal Year. Grants are available on a first-come, first-serve basis until funds for the funding cycle are depleted

No grant will be awarded for work that has already been done or covered by insurance.

All submitted work will be reviewed and approved before any eligible work may begin.

If awarded a **Business Improvement Grant**, any deviation from the approved grant project may result in total or partial withdrawal of the grant.

A **Business Improvement Grant** "SIGN" must be displayed in the recipient's storefront window for a minimum of three (3) months to publicly recognize the grant program.

**QUESTIONS**

**Business Improvement Grant Application** questions: LHEDC at 512-778-5449 - Extension 113.

**Building or sign permit** questions: Planning Department at 512-778-5449 - Extension 105.



## ELIGIBILITY GUIDELINES

**All applicants are required to review the following items to ensure eligibility is met.**

**Complete the Application:** Fill out **Business Improvement Grant** application and sign the agreement form.

**Provide Drawings:** All grant applications must include a scale drawing of the proposed work to be done with the name of the project manager or contractor. Support documentation and/or informational material needs to be included with the application for review by the LHEDC Board.

**Provide Estimates:** Obtain itemized estimates on all project work from contractors.

**Self-contracted Work:** Will be reimbursed for actual legitimate expenses, excluding labor.

**Construction Bids:** Construction bids submitted by an Applicant must be current and dated no earlier than ninety (90) days prior to the Application request. Bids shall be submitted on the contractor's or project architect's letterhead and contain the contractor's name, address, telephone number. Bids need to be itemized in a manner that allows the LHEDC Board to determine bid components and authenticity.

**Submit the Application:** Return completed application with:

- (1) Original itemized work estimates;
- (2) Color samples;
- (3) Drawings;
- (4) Photo or drawing of sign; and
- (5) Notes on sign material of the proposed work.

Provide color(s) for the façade and sign. The EDC does not dictate coloring for façade and signs, however the color(s) need to be consistent with other downtown buildings / properties.

**Approval Process & Eligibility:** The approval and eligibility process includes:

- a) All **Business Improvement Grant** projects must meet building Standards & Codes, including building and/or sign permit requirements.
- b) The LHEDC Board of Directors meets monthly and applicants are encouraged to attend.
- c) Only completed Applications with all required information will be considered. Incomplete applications will be returned.
- d) An Applicant denied a grant by the LHEDC Board is not eligible to re-submit a grant application for a minimum of six (6) months from the date the prior Application was declined.
- e) Applicants who receive approval by the LHEDC Board must commence construction as described in the application within sixty (60) days of the grant being awarded.
- f) Applicants must complete construction described in the submitted Application within six (6) months of the grant being awarded.
- g) If the Applicant is unable to commence construction within sixty (60) days of the date granted, or complete construction within six (6) months from the date granted, the Applicant must submit a written request for an extension. The extension request **MUST** be made prior to the sixty (60) days or six (6) month time limit. The LHEDC Board is not obligated to allow extensions but may do so for good cause.
- h) An extension, if granted, will be for the Terms & Conditions determined exclusively by the LHEDC Board. An extension denial cannot be appealed and will be final.

- i) As a condition of this grant, and in consideration of the opportunity to apply for a grant, Applicant consents to allow City inspections to determine if the building is in compliance with the Codes & Ordinances applicable to the construction outlined in the application.
- j) The LHEDC Board will recommend grants based upon the following. There is no proprietary right to receive grant funds.
  - (1) Amount requested;
  - (2) Grant funds available;
  - (3) Condition of the building in which grant funds will be used;
  - (4) Effectiveness of construction;
  - (5) Other grant requests;
  - (6) Type and nature of construction; and
  - (7) Proposed construction results considering the grant program.
- k) The LHEDC Board shall consider any Application within its discretionary authority to determine what grant amount will be in the best interest of the Grant program.
- l) The review criteria will include, but is not limited to:
  - (1) Compatibility;
  - (2) Streetscape objectives; and
  - (3) Overall revitalization of downtown.
- m) Applicant will provide photographs of the building's exterior as part of the Application request and also after the construction is completed, as a condition of final grant funding.
- n) Applicant is required to obtain applicable City permits and approvals for construction.
- o) No Applicant, nor Applicant agent, representative or tenant shall be entitled to receive grant approval on the same property if requested within three (3) years of the date a previous grant was awarded by the LHEDC Board.
- p) An Applicant can attend LHEDC Board meetings which consider the Application or when requested to do so by the LHEDC Board. Failure to attend an LHEDC Board meeting when required shall be cause for rejection of the Application.
- q) When the entire grant project has been completed and reviewed, the applicant will present the LHEDC Board with copies of paid invoices, including copies of cancelled checks and/or credit card receipts, for single payment grant funds of the approved funding.

**LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION  
BUSINESS IMPROVEMENT GRANT PROGRAM**

**APPLICATION**

Return the completed application no later than 12:00 p.m. (noon) on the **FIRST (1<sup>ST</sup>)**

**BUSINESS DAY OF THE MONTH** with necessary attachments and signatures to:

City Hall 926 Loop 332 Liberty Hill TX 78642 or Email: [bwernemann@libertyhilltx.gov](mailto:bwernemann@libertyhilltx.gov)

Applicant Name Amy Payne

Date 1/16/21

Business Name Mrs. Amy's Adventures

Mailing Address 14370 W St. Hwy 29 # 12 LHTX 78642

Contact Phone 512 548 6906 Email mrsamysdirector@gmail.com

Building / Property Owner (if different from applicant) FMOC Ltd.

Current Building Name (if applicable) Live Oak Plaza

Physical Building / Property Address same as above

Type of Work: (check all that apply)

- Sign
- Paint
- Masonry cleaning/paint removal
- Awning/Canopy
- Uncovering/replacing windows
- Roof repair
- Foundation repair
- Other

Provide details of Planned Improvements for the **Business Improvement Grant**: (attach additional paper if necessary) attached - excel file

Provide Proposals and Total Amounts (please attach original proposals) attached - excel file

TOTAL COST OF PROPOSED PROJECT:

\$ 11,531.36

AMOUNT OF BUSINESS IMPROVEMENT GRANT  
REQUESTED (MAX \$500 SIGN/MAX \$5,000 FACADE):

\$ 5,000

Attach list of colors to be used, awning/canopy (if applicable), sign design, etc., as well as  
photographs of building / property exterior facade, roof and foundation.

APPLICANT'S SIGNATURE & DATE

Signature: [Handwritten Signature] Date: 1/15/21

**LHEDC BOARD REVIEW**

SIGNATURE & DATE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Amount Recommended: \$ \_\_\_\_\_

- Approved
- Rejected

**CITY COUNCIL REVIEW**

SIGNATURE & DATE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Amount Granted: \$ \_\_\_\_\_

- Approved
- Rejected

DATES TO REMEMBER:

- Work must commence sixty (60) days after final approval.
- Work must be completed six (6) months after final approval.

# BUSINESS IMPROVEMENT AGREEMENT

Return the completed Agreement with necessary attachments and signature to: City Hall 926 Loop 332 Liberty Hill TX 78642 or Email: [bzwernemann@libertyhilltx.gov](mailto:bzwernemann@libertyhilltx.gov)

I have met with (names)     Matt Powell     and understand the LHEDC **Business Improvement Grant** program. I will utilize these funds for the aforementioned renovation project(s) in support of the City's downtown revitalization efforts. I have not received, nor will I receive, insurance monies for this revitalization project.

I have read the **Business Improvement Grant Introduction, Eligibility Guidelines, Application and Agreement.**

I understand that if I am awarded a **Business Improvement Grant**, any deviation from the approved project can result in withdrawal of the grant. Further, I understand the materials and processes involved, and have been given an opportunity to ask questions regarding the Grant Program. If the façade or sign is altered for any reason within six (6) months of construction, I will be required to reimburse the EDC immediately for the full amount of any Grant funds.

Should LHEDC find that Grantee has not maintained the required commercial status of the property in accordance with the terms of this Agreement, or should LHEDC find that Grantee has breached any other term of this Agreement; the Grantee agrees to repay all Grant monies that have been disbursed by LHEDC to Grantee as remedy for the default.

Repayment shall be made by Grantee within 30 days of receipt of a written demand from LHEDC. Failure to timely repay the Grant shall constitute a breach of this Agreement.

**APPLICANT**

Signature:     Amy Payne    

Print Name:     Amy Payne     Date: \_\_\_\_\_

**BUILDING / PROPERTY OWNER'S SIGNATURE (IF DIFFERENT FROM APPLICANT)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**LHEDC BOARD**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY COUNCIL**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

| Improvement Supplies Purchases on Discover Card |                                       |                    |                  |                                                              |
|-------------------------------------------------|---------------------------------------|--------------------|------------------|--------------------------------------------------------------|
| Trans. date                                     | Description                           | Amount             | Category         | Details                                                      |
| 5/20/2020                                       | SQ *THE ARMORY LOCK&KE GOSQ.COM       | \$ 1,539.00        | Services         | Locksmith - replacing locks to meet fire safety requirements |
| 5/22/2020                                       | LOWE'S OF LEANDER, TX LEANDER TX      | \$ 300.39          | Home Improvement |                                                              |
| 5/23/2020                                       | IN *WINKLEY'S LIBERTY HILL TXA07N39BX | \$ 5.19            | Merchandise      |                                                              |
| 5/23/2020                                       | IN *WINKLEY'S LIBERTY HILL TXA07NLIHS | \$ 30.94           | Merchandise      |                                                              |
| 5/23/2020                                       | IN *WINKLEY'S LIBERTY HILL TXA07MSFA9 | \$ 33.62           | Merchandise      |                                                              |
| 5/24/2020                                       | TRACTOR SUPPLY #1995 LIBERTY HILL TX  | \$ 15.11           | Merchandise      |                                                              |
| 5/29/2020                                       | BESTBUYCOM806082485877 888-BESTBUY MN | \$ 1,387.72        | Merchandise      | Security and Business Management                             |
| 6/16/2020                                       | IN *APPLIANCES CLUB IN LEANDER        | \$ 756.67          | Services         | Appliances for kitchen to meet health code requirements      |
| 7/4/2020                                        | TEXAS TWO SEASONS HEATIN LEANDER TX   | \$ 75.00           | Services         | Air conditioning repair                                      |
| 7/31/2020                                       | LOWE'S OF LEANDER, TX LEANDER TX      | \$ 468.57          | Home Improvement |                                                              |
| 8/2/2020                                        | LOWE'S OF LEANDER, TX LEANDER TX      | \$ 43.88           | Home Improvement |                                                              |
| 8/2/2020                                        | LOWE'S OF LEANDER, TX LEANDER TX      | \$ 264.37          | Home Improvement |                                                              |
| 8/5/2020                                        | IKEA ROUND ROCK ROUND ROCK TX         | \$ 236.94          | Merchandise      |                                                              |
|                                                 | <b>TOTAL</b>                          | <b>\$ 5,157.40</b> |                  |                                                              |

| Improvement Supplies Purchases on Capital One Card |                            |                    |                       |                                                                                 |
|----------------------------------------------------|----------------------------|--------------------|-----------------------|---------------------------------------------------------------------------------|
| Transaction Date                                   | Description                | Debit              | Category              | Details                                                                         |
| 5/12/2020                                          | LOWES #02774*              | \$ 170.74          | Merchandise           |                                                                                 |
| 5/11/2020                                          | LYNCH PLUMBING             | \$ 262.00          | Professional Services | Install and repairs to the 3-part sink to fix leak and remove old leaking pipes |
| 5/10/2020                                          | IN *WINKLEY'S              | \$ 16.64           | Merchandise           |                                                                                 |
| 5/9/2020                                           | IN *WINKLEY'S              | \$ 14.16           | Merchandise           |                                                                                 |
| 5/9/2020                                           | LOWES #02774*              | \$ 123.38          | Merchandise           |                                                                                 |
| 5/9/2020                                           | LOWES #02774*              | \$ 192.88          | Merchandise           |                                                                                 |
| 5/8/2020                                           | LOWES #02774*              | \$ 259.67          | Merchandise           |                                                                                 |
| 5/7/2020                                           | LYNCH PLUMBING             | \$ 918.40          | Professional Services | Install and repairs to the 3-part sink to fix leak and remove old leaking pipes |
| 5/4/2020                                           | CDN/DOLUGS DEALS/AT HOME   | \$ 21.44           | Merchandise           | Handwash Sink Purchase                                                          |
| 5/4/2020                                           | PROCEILINGTILES            | \$ 237.58          | Merchandise           | replacement of ceiling tiles in kitchen to meet health code requirements        |
| 5/3/2020                                           | LOWES #02774*              | \$ 129.71          | Merchandise           |                                                                                 |
| 5/2/2020                                           | LOWES #02774*              | \$ 293.50          | Merchandise           |                                                                                 |
| 5/1/2020                                           | BESTBUYCOM4805909053133    | \$ 1,136.61        | Merchandise           | management and security system items                                            |
| 4/30/2020                                          | BESTBUYCOM4805909053133    | \$ 54.11           | Merchandise           |                                                                                 |
| 4/23/2020                                          | SPL *TX Restaurant Equipme | \$ 557.49          | Professional Services | purchase of 3 part sink to replace leaking, rusted sink in kitchen              |
| 4/19/2020                                          | IN *WINKLEY'S              | \$ 5.83            | Merchandise           |                                                                                 |
| 4/18/2020                                          | IN *WINKLEY'S              | \$ 50.36           | Merchandise           |                                                                                 |
| 4/18/2020                                          | LOWES #02774*              | \$ 33.50           | Merchandise           |                                                                                 |
| 4/18/2020                                          | LOWES #02774*              | \$ 494.55          | Merchandise           |                                                                                 |
| 4/11/2020                                          | LOWES #02774*              | \$ 15.16           | Merchandise           |                                                                                 |
| 4/11/2020                                          | LOWES #02774*              | \$ 581.48          | Merchandise           |                                                                                 |
| 4/10/2020                                          | LOWES #02774*              | \$ 365.31          | Merchandise           |                                                                                 |
| 3/20/2020                                          | LOWES #02774*              | \$ 439.46          | Merchandise           |                                                                                 |
|                                                    | <b>TOTAL</b>               | <b>\$ 6,373.96</b> |                       |                                                                                 |

Complete internal renovation - prime and paint all interior walls, paint murals, new bathroom flooring, repair plumbing leaks in bathrooms, new faucets and light fixtures, install of new exterior door locks to meet fire safety regulations, complete renovation of kitchen to comply with health standards (remove and replace moldy cabinets, sink and drywall, install new pipes and plumbing for new 3-patty sink, new shelving, double oven, flooring, replace ceiling tiles as required by health dept), finish out walls, electrician repairs and install of outlets to repair major safety concerns due to faulty wiring in nursery, air conditioning repair, replacement of all fire and carbon monoxide detectors, sealing all windows for efficiency, replacement and addition of new doors, new bathroom flooring in 4 bathrooms, floor repair on around 750 SQFT of flooring, exterior paint and repairs to meet state standards, install of security system, window coverings for efficiency.

Grand total on services and supplies for self completed improvements: \$ 11,531.36

Before Renovations:





After Renovations:







