



**ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
WEDNESDAY - MARCH 24, 2021 - 5:00 PM
AGENDA**

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

Liz Rundzieher	Adrienne Hughes
Michael Helbing	Jamie Etkorn
Eric Bailey	John Clark
Johnny Johnston	

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 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) Discuss and consider approval of minutes of March 3, 2021 Economic Development Corporation minutes.
- b) Update on active Economic Development projects, including groundbreaking ceremonies.
- c) Discuss and consider action to approve a Business Incentive Program grant application from Main Street Social.
- d) Update on Community Business Discussions.
- e) Discussion and possible action on Winter Storm Relief Grants.
- f) April 8-9, 2021 retreat discussion and agenda overview.

6) EXECUTIVE DIRECTOR'S UPDATE

7) OTHER BUSINESS

8) BOARD CLOSING COMMENTS

9) 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) on the 19th day of March, 2021 at 5:05 pm. Nancy Sawyer – City Secretary. *nbs*

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 _____



**ECONOMIC DEVELOPMENT
CORPORATION ECONOMIC
DEVELOPMENT CORPORATION BOARD OF
DIRECTORS**

**WEDNESDAY - MARCH 24, 2021
2801 Ranch Road 1869 - Liberty Hill**

AGENDA ITEM 5.a

**Discuss and consider approval of minutes of March 3, 2021 Economic Development Corporation
minutes.**



**ECONOMIC DEVELOPMENT
CORPORATION ECONOMIC
DEVELOPMENT CORPORATION BOARD OF
DIRECTORS**

**WEDNESDAY - MARCH 24, 2021
2801 Ranch Road 1869 - Liberty Hill**

AGENDA ITEM 5.c

Discuss and consider action to approve a Business Incentive Program grant application from Main Street Social.

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*

princedevelopment@gmail.com

Physical Address of Building*

Business Type / Activity*

1651 Loop 332	Food Service
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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
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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 ---

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**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

CONTRACT SUM: 1,738,669.50
DRAWS COMPLETED: 370,577.00
DRAW REQUESTED: 181,318.00
CHANGE ORDERS COMPLETED:
CHANGE ORDERS REQUESTED:
AMOUNT LEFT TO DRAW: 1,186,774.50

DRAW #	SOURCE		DESCRIPTION	LOAN	NOTES
	GL ACC.	CODE			
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
				181,318	

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.