



**ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
MONDAY - JULY 12, 2021 - 5:00 PM
AGENDA
2801 Ranch Road 1869
Liberty Hill, Texas**

Adrienne Hughes	Michael Helbing
Jamie Etzkorn	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) 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 the EDC board, 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 workshop of April 8-9, 2021.
- b) Discuss and consider approval of minutes of EDC meeting held April 21, 2021.
- c) Discuss and consider approval of minutes of EDC meeting held May 19, 2021.
- d) Discuss and consider approval of minutes of EDC meeting held June 2, 2021.

6) REGULAR AGENDA

- a) Update on Sales Tax. Presented by Matt Powell
- b) Consideration and possible action to authorize the Executive Director of the Economic Development Corporation to negotiate and execute a contract with Bickerstaff Heath Delgado and Acosta LLP for general legal services. Presented by Jamie Etzkorn
- c) Consideration and possible action to make appointment to the Economic Development Corporation. Presented by Johnny Johnston
- d) Discussion and possible action to select attendees to the Texas Municipal League Annual Conference. Presented by Matt Powell
- e) Discuss and consider adding the Executive Director to the Classic Bank Economic Development account.

7) EXECUTIVE DIRECTOR'S UPDATE

8) 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) Section 551.087 Development
Consideration of the following projects:
 - Cutis
 - W2
 - Silver
 - Fore

9) 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) Section 551.087 Development

Consideration and possible action on the following projects:

- Cutis
- W2
- Silver
- Fore

10) OTHER BUSINESS

11) BOARD CLOSING COMMENTS

12) ADJOURNMENT

Mission Statement

Help Liberty Hill prosper by facilitating positive, healthy, and self-sustaining growth.

Vision Statement

A prosperous, charming, lifetime destination.

Core Values

Integrity, Transparency, Sustainability, Partnership, Community First, Engagement, Accountability

Council, Boards, and Commissions reserve 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 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 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 _____ day of _____, 2021 at _____. 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 _____



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

**MONDAY - JULY 12, 2021
2801 Ranch Road 1869 - Liberty Hill**

AGENDA ITEM 5.a

Discuss and consider approval of minutes of workshop of April 8-9, 2021.



LIBERTY HILL EDC BOARD OF DIRECTORS WORKSHOP MEETING MINUTES

WEDNESDAY – APRIL 8-9, 2021

Location: Liberty Hill Learning and Event Center

John Johnston - President

Eric Bailey – Director

Michael Helbing– Director

Liz Rundzieher – Director

John Clark – Vice President

Jamie Etzkorn – Director

Adrienne Hughes – Director

WORKSHOP – April 8, 2021

Meeting called to order at 12:01 p.m. with Open Meetings Act Training.

Those present were all but Liz Rundzieher.

Took a break after Open Meetings Act.

Resumed workshop with discussion on what Board Members think economic development is.

Members suggested the following:

- Increasing sales tax revenues
- Increasing primary jobs
- Attracting businesses that our citizens want
- Providing incentives where they will do the most good
- Attract new businesses
- Retain and expand existing businesses
- Provide tools for finding properties
- Strategic job creation
- Encourage a business-friendly environment
- Good communications
- Find community-minded businesses
- Be a “think tank that actually does something”
- Host occasional town halls and community presentations
- Consider a First Friday type of event
- Consider reviving the Liberty Hill Festival

Then Member discussed what are our core beliefs and the following were mentioned:

Honesty/integrity
Transparency
Approachable
Positive and responsible growth
Congruent with culture of community
Community communication
Good stewards of public funds
Trustworthy
Accountability to citizens and board
Community first
Partnership
Engagement
Sustainability

The seven selected Core Values were:

Integrity
Transparency
Sustainability
Partnership
Community First
Engagement
Accountability

Board took a break at 2:20 p.m.

Resumed at 2:36 p.m.

The Board began work on the Mission and Vision of the LHEDC. Great discussion took place, and a mission and vision were formed.

Vision: A prosperous, charming, lifetime destination

Mission: Help Liberty Hill prosper by facilitating positive, healthy, and self-sustaining growth.

Took a break at 3:00 p.m.

Resumed at 3:25 p.m.

The Board began to discuss the dynamics of the Board and partnerships that we are involved with and want to be involved with.

Discussion on sharing information with Council because we want to make sure that group dynamics are aligned.

We would like to see a commercial corridor study on Highway 183.

Adjourned the workshop for the day at 4:36 p.m.

WORKSHOP April 9, 2021

Began workshop at 8:08 a.m.

From 8 to 9, the Board discussed incentives programs and how to move forward with the many programs or combining them into one program that Matt will be working on to present to Board.

From 9 to 10, the Board listened to a presentation from the State Comptroller's office on Hotel Occupancy Tax and Freeport Tax.

We also took headshots and a group photo for the website during this time.

Took a break at 10 after the presentation.

Resumed at 10:20 with a presentation of the website by Levi Slayer.

Took break at 11:10 a.m.

11:23 resumed with recap by Matt of entire workshop and discussed our individual Member takeaways from the retreat.

The Board over the course of the weekend suggested the following issues to keep in mind:

- Are we a town or a city? What do each of those mean to our community?
- Be mindful of what can do downtown vs. everywhere else, but also be cautious not to pit the two against each other. They should be complimentary.
- Always remember how we want Liberty Hill to feel.
- Our major nodes should work hard for us. (Seward Junction, Kauffman Loop, etc.)

Jamie moved to adjourn at 11:43 a.m. Eric Seconded. All in Favor

All present on this day except Liz Rundzieher.

PASSED AND APPROVED on July 12, 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



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AGENDA ITEM 5.b

Discuss and consider approval of minutes of EDC meeting held April 21, 2021.



LIBERTY HILL EDC BOARD OF DIRECTORS MEETING MINUTES

WEDNESDAY – APRIL 21, 2021 – 5:00 PM

Location: Liberty Hill Municipal Court

2801 Ranch Road 1869 - Liberty Hill, TX 78642

John Johnston - President

Eric Bailey – Director

Michael Helbing– Director

Liz Rundzieher – Director

John Clark – Vice President

Jamie Etkorn – Director

Adrienne Hughes – Director

CALL TO ORDER

Johnny Johnston, LHEDC Board President called the meeting to order at 5:01 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 AND EXECUTIVE DIRECTOR PRESENT:

Johnny Johnston, John Clark, Eric Bailey, Adrienne Hughes, Jamie Etkorn, and Matt Powell.

PUBLIC COMMENTS

Chris Pezold – 3607 RR 1869 addressed the board regarding new incentivization programs (item 5e on the agenda). He stated zero growth can happen in downtown. He stated there is no sewer availability. Mr. Pezold said downtown has been neglected. Mr. Pezold stated he would be having a study of the city's sewer capabilities done shortly.

Matt Powell, Executive Director of the EDC, addressed Mr. Pezold stating EDC at their retreat asked for several studies including a corridor study of commercial and a more extensive utility plan study. Mr. Powell asked Mr. Pezold if he would share the study he has forthcoming with EDC.

TREASURER'S REPORT

Eric Bailey, Treasurer, stated there is nothing to report at this time, but the budget is in good shape.

REGULAR SESSION

Discuss and consider approval of March 24, 2021 EDC meeting minutes.

On motion by Johnny Johnston and second by Michael Helbing, minutes of the March 24, 2021 meeting were approved.

Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.

Discuss and consider adoption of mission and vision statements for the EDC.

Matt Powell, Executive Director, addressed the Board stating the following are what the EDC proposed during their April 8 and 9, 2021 workshop.

Mission Statement: Help Liberty Hill prosper by facilitating positive, healthy, and self-sustaining growth.

Vision Statement: A prosperous, charming, lifetime destination.

On motion by Jamie Etzkorn and second by Eric Bailey, the EDC adopted the mission and vision statements.

Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.

Discuss and consider adoption of core values for the Liberty Hill EDC.

Matt Powell stated the following is what the EDC proposed at their workshop.

Core Values: Integrity, Transparency, Sustainability, Partnership, Community First, Engagement, Accountability

On motion by John Clark and second by Eric Bailey, the EDC adopted the core values statement.

Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.

Update, consideration, and possible action to approve new incentivization programs.

Matt Powell addressed the board stating based on their direction, he is taking the 4-6 current programs and consolidating them down to two programs. The Board discussed programs and the areas of the city they would assist with. The item was then postponed.

Discussion, consideration, and possible action on insurance policy for the EDC.

The board discussed current bids but not all bids are in. The board postponed this item until more bids were received.

Update on active projects.

- Hike and bike trail is currently being placed.
- Golf Cart King's groundbreaking should be sometime in May.
- Tex-Mix – there is progress being made.

EXECUTIVE DIRECTOR'S UPDATE

Matt Powell stated a major shift has taken place in the last 30-45 days with telephone calls averaging 10-12 per day. He has had meetings with the County and with interested developers. The website should be up and running soon.

ADJOURNMENT

On motion by Johnny Johnston and second by Eric Bailey, the EDC Board meeting was adjourned at 5:42 PM.

Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.

PASSED AND APPROVED on July 12, 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



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**MONDAY - JULY 12, 2021
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AGENDA ITEM 5.c

Discuss and consider approval of minutes of EDC meeting held May 19, 2021.



**ECONOMIC DEVELOPMENT
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**MONDAY - JULY 12, 2021
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AGENDA ITEM 5.d

Discuss and consider approval of minutes of EDC meeting held June 2, 2021.



LIBERTY HILL EDC BOARD OF DIRECTORS MEETING MINUTES

WEDNESDAY – MAY 19, 2021 – 5:00 PM

Location: Liberty Hill Municipal Court

2801 Ranch Road 1869 - Liberty Hill, TX 78642

John Johnston - President

Eric Bailey – Director

Michael Helbing– Director

Vacancy – Director

John Clark – Vice President

Jamie Etkorn – Director

Adrienne Hughes – Director

CALL TO ORDER

Johnny 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 the Pledge of Allegiance and Texas Pledge.

EDC BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR PRESENT:

Johnny Johnston, John Clark, Eric Bailey, Jamie Etkorn, and Matt Powell.

TREASURER’S REPORT

Eric Bailey, Treasurer, stated there is nothing to report at this time.

REGULAR SESSION

Update on active projects.

- Project Orange – Heritage Ridge is completed. First and only payment was issued. The first building is going up.
- Project Hammer – Higginbotham. First payment was made. Jobs were above projects.

Discussion and possible action on replacing / updating / clarifying existing incentivization.

Matt Powell addressed the board stating they had given him a lot of direction and he is moving forward with that. He gave an overview of the new programs. Mr. Powell stated he’d like the board to adopt the City of Cedar Park’s sign standards. Jamie Etkorn said she wanted standards to stay local. Mr. Powell stated his recommendation on this was because he was instrumental in setting this up in Cedar Park and because other cities send applicants to view other city’s standards also. The board discussed this with the consensus being they wanted Liberty Hill to have its own standards rather than sending applicants to another city’s website. Other edits to the program were discussed.

Update on website.

Mr. Powell stated the site is almost finished.

Update on insurance coverage.

Matt Powell stated he followed up with the Texas Municipal League and with Becky Wilkins, Finance Director, and the EDC is actually already covered through the City as “additional insured”.

Update on corridor / commercial study.

Mr. Powell stated the next big project is for an RFP or RFQ for the study. He spoke with two other cities and their cost for a like study was around \$35-45,000. Mr. Powell hopes to bring the RFP to the next meeting.

EXECUTIVE DIRECTOR’S UPDATE

Matt Powell stated he has had some meetings with regional partners. He represented the EDC at the Urban Land Institute Market event.

CONVENE TO EXECUTIVE SESSION

The EDC board was convened to Executive Session by Johnny Johnston at 5:50 PM to discuss items as follow:

Section 551.087

Update on the following:

- Project Silver
- Project W2
- Project Q
- Project Empathy
- Project Orange

RECONVENE TO REGULAR SESSION

The EDC board was reconvened to Regular Session by Johnny Johnston at 6:16 PM.

No action was taken.

OTHER BUSINESS

Matt Powell addressed the board stating he has nine applications for open positions on the board. He recommended a special meeting to appoint another member to the board.

BOARD CLOSING COMMENTS

Jamie Etzkorn asked if the board had an attorney. Mr. Powell stated they are waiting on the City to hire an attorney, but their interim attorney is working for EDC at this time. Ms. Etzkorn mentioned that the bylaws are still in need of additional work and review by an attorney.

ADJOURNMENT

On motion by Johnny Johnston and second by John Clark, the EDC Board meeting was adjourned at 6:24 PM.

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

PASSED AND APPROVED on July 12, 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



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**MONDAY - JULY 12, 2021
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AGENDA ITEM 6.b

Consideration and possible action to authorize the Executive Director of the Economic Development Corporation to negotiate and execute a contract with Bickerstaff Heath Delgado and Acosta LLP for general legal services. Presented by Jamie Etzkorn

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the **Liberty Hill Economic Development Corporation.**

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, **Cobby Caputo**, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters

or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and the Liberty Hill Economic Development Corporation, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION

BICKERSTAFF HEATH DELGADO ACOSTA LLP



By: _____

By: _____

[Printed name]

Title: _____

Date: _____

cc: Billing Department

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- General counseling as needed including drafting economic development agreements, assessing proposed deals, etc.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2020 BILLING RATE
Arnold, Philip	\$295
Caputo, Cobby	\$295
Caroom, Doug	\$295
Cheney, Denise	\$295
Dugat, Bill	\$295
Falk, Syd	\$295
Gonzalez, Vanessa	\$295
Heath, Bob	\$295
Katz, Joshua	\$295
Kimbrough, Chuck	\$295
Lumpkin, Katy	\$295
Maxwell, Susan	\$295
Mendez, David	\$295
Mendez, Manuel	\$295
Rogers, Emily	\$295
Russell, Claudia	\$295
Seaquist, Gunnar	\$295
Than, Catherine	\$295
Weller, Steven	\$295
Kelley, Kimberly	\$195
Miller, Gregory	\$195
Olds, Daniel	\$195
Robinson, Lori	\$195
Delgado, Hector	\$195
Legal Assistants/Specialists	\$100
McCall, Sherry	\$100

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY:

Cobby Caputo
July, 8, 2021

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and the Liberty Hill Economic Development Corporation.