The City of Liberty

Liberty Community Development Corporation

Meeting

~ Agenda ~

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 4, 2015 | **6:00 PM** | **City Council Chambers**

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
President Dennis Beasley	☐	☐	☐	
Vice-President Mike McCarty	☐	☐	☐	
Board Member Louie Potetz	☐	☐	☐	
Board Member Barbara Norwood	☐	☐	☐	
Board Member Leslie Herndon	☐	☐	☐	
Board Member David Arnold	☐	☐	☐	
Board Member Mark Campbell	☐	☐	☐	
General Manager Gary Broz	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 3312)

Project Updates - Gen. Mgr. Gary Broz

B. LCDC Information Item (ID # 3313)

Financial Report - Gen. Mgr. Gary Broz

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, July 07, 2015

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action (ID # 3314)

Consider approval of a contract providing financial assistance to Lee College, Baytown, Texas for creation of the Lee College Education Center, to be located on the Hwy. 146 Bypass, Liberty, Texas, and take any action deemed necessary.

- Lee College Agreement-Education Ctr. (PDF)

B. Executive Session

Government Code §551.087 - Deliberation Regarding Economic Development Negotiation.

1. Discussion regarding an economic development prospect.

C. Reconvene into Regular Session

1. LCDC Corporation Action (ID # 3315)

Consider and take action, if any, on the items as discussed in the Executive Session.

VI. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 29th day of July, 2015 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell

Dianne Tidwell, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the ________ day of ____________________, 2015.

The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

Meeting: 08/04/15 06:00 PM

Department: Administration
Category: LCDC Projects

LCDC INFORMATION ITEM (ID # 3312)

DOC ID: 3312

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The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

Meeting: 08/04/15 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 3313)

DOC ID: 3313

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The City of Liberty

Liberty Community Development Corporation

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Meeting

~ Minutes ~

Tuesday, July 7, 2015 | **6:00 PM** | **City Council Chambers**

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Dennis Beasley	President	Present	
Mike McCarty	Vice-President	Absent	
Louie Potetz	Board Member	Present	
Barbara Norwood	Board Member	Absent	
Leslie Herndon	Board Member	Present	
David Arnold	Board Member	Present	
Mark Campbell	Board Member	Present	
Gary Broz	General Manager	Present	
Dianne Tidwell	Corp. Secretary	Present	
Brandon Davis	Legal Counsel	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

President Beasley welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Board. There were no comments.

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 3294)

Project Updates - Gen. Mgr. Gary Broz

COMMENTS - Current Meeting:

General Manager Gary Broz reported on various economic development activities to include housing options, plans for a new hotel, Stripes Open House, attempting to locate a large warehouse for Boomerang Tube, and other related items.

B. LCDC Information Item (ID # 3295)

Finance Report - Gen. Mgr. Gary Broz

COMMENTS - Current Meeting:

General Manager Gary Broz reported on the Corporation's financials for the month ending May 31, 2015. Mr. Broz reviewed the Corporation's revenues and expenditures, stating that sales tax revenue is 62% of budgeted amounts and the Corporation's fund balance is $1,804,323.49.

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mark Campbell, Board Member
SECONDER:	Dennis Beasley, President
AYES:	Beasley, Potetz, Herndon, Arnold, Campbell
ABSENT:	Mike McCarty, Barbara Norwood

A. Minutes Approval

1. Tuesday, June 02, 2015

2. Tuesday, June 09, 2015

V. REGULAR AGENDA

A. Regular Session

1. LCDC Public Hearing (ID # 3296)

Public Hearing to discuss providing financial assistance to Lee College, Baytown, Texas for creation of the Lee College Education Center, to be located on the Hwy. 146 Bypass.

COMMENTS - Current Meeting:

At 6:11 p.m., President Beasley opened the Public Hearing on providing financial assistance to the Lee College Education Center-South Liberty County. Discussion was held regarding its function, opening date, terms of the agreement and other related items. President Beasley closed the Public Hearing at 6:17 p.m.

ATTACHMENTS:

- Notice of Project-Lee College (PDF)

2. LCDC Corporation Action (ID # 3297)

Discussion of the Lee College Education Center Agreement, and take any action deemed necessary.

COMMENTS - Current Meeting:

General Manager Gary Broz related that this document is being mirrored with the Dayton Community Development Corporation with Lee College. Mr. Broz requested that Board

Members review this document for any concerns or questions they might have. The agreement will be addressed in detail at a future meeting.

RESULT:	**NO ACTION TAKEN**

3. LCDC Corporation Action 2015-6

Discussion of the LCDC Fiscal Year 2015-2016 Budget, and take any action deemed necessary.

COMMENTS - Current Meeting:

General Manager Gary Broz reviewed the proposed Corporation budget for Fiscal Year 2015-2016. Mr. Broz reported that there is a budget decrease from the previous year and reviewed the various revenue and expenditure line items. Largest portion of expenditures is payments on the street project and new firetruck. This budget includes a contingency of $640,000.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Louie Potetz, Board Member
SECONDER:	Dennis Beasley, President
AYES:	Beasley, Potetz, Herndon, Arnold, Campbell
ABSENT:	Mike McCarty, Barbara Norwood

VI. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Corporation, President Beasley adjourned the meeting at 6;25 p.m.

____
Dennis Beasley, President

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

Meeting: 08/04/15 06:00 PM

Department: Administration
Category: LCDC Agreements

LCDC CORPORATION ACTION (ID # 3314)

DOC ID: 3314

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GRANT PERFORMANCE AGREEMENT FOR BUSINESS AND COMMERCE THROUGH EDUCATION DEVELOPMENT

This Agreement is made by and between the Liberty Community Development Corporation (sometimes hereinafter referred to as LCDC), a nonprofit corporation organized under the authority of the Development Corporation Act and the Texas Constitution, Article III, Section 51-a, acting by and through its duly constituted board of directors, and Lee College (sometimes hereinafter referred to as "Lee") (LCDC and Lee shall sometimes be referred to hereinafter as the Parties).

LCDC has as its primary purpose the creation of programs and the making of loans and grants of public money for development and diversification of the economy of the City of Liberty, Texas, primarily the creation of jobs. Among its specific purposes are to undertake projects for developing facilities to promote new business development and commercial and business related improvements.

Lee College is an educational political subdivision of the State of Texas, operating as a two year college offering associate degrees in a variety of fields, and enjoying recognized success in its endeavors. Lee, in collaboration with multiple independent school districts, contemplates initiating an educational program at a facility in the Liberty Community, providing educational services directly to students and other members of the public (sometimes hereinafter referred to as the "Project") of significant economic consequence to the City of Liberty, with the expectation of it being an event of causative effect with regard to other expansion and a generator of additional job opportunities within the City. This Project is seen as a boon to the Liberty Community, because it will not only provide an advanced educational service not heretofore existing in Liberty, but by its reputation, it is expected to give the Liberty area even greater attractiveness to business, commercial, and residential developers.

Toward those ends, the Project will be located at a site within the Liberty City limits owned by area school districts, to be called the Lee College Education Center (South Liberty County), at 1715 Highway 146 Bypass, Liberty, Texas. Lee will provide courses at a facility on the site as a part of the Project. The Lee College Education Center will be the hub of postsecondary educational opportunities in South Liberty County creating a college-going culture of individuals of all ages. This Lee College Center will provide high demand educational training programs planned to the region such as process technology, electrical, and CADD with many other programs contemplated to follow. In addition to a premiere Lee College Dual Credit Institute for high school students to complete a certificate or degree prior to high school graduation, the Center will also offer a variety of continuing education courses such as EMT training, enrichment courses, and many other Community Education offerings including classes coming soon for Adults and young persons interested in advancing their careers. Lee College is collaborating with Dayton, Liberty, Hull-Daisetta, Anahuac, and Hardin Independent School Districts to create a post-secondary Center full of opportunities for communities including Liberty, Texas. The Project will be a well-recognized higher education facility that is expected to be embraced by the Liberty community.

However, Lee, in order to be able to continue to undertake the development of the Project and finance the costs thereof, must have a contribution from some outside source. LCDC, pursuant to its authority and in pursuit of its goals, is desirous of making a grant of cash for this purpose.

Therefore, in consideration of Lee's development of the Project as set forth above, the result of which will promote new business development and job opportunities, the Liberty Community Development Corporation promises to grant to Lee College, the sum of One Hundred

Ninety-one Thousand Three Hundred Fifty-Nine and 90/100 Dollars ($191,359.90) conditioned on the occurrence of the following events. Lee, in consideration of LCDC's grant, promises, in collaboration with the area school districts, to undertake, develop, and operate the business of the Project. Lee's good faith strategic plan includes operating the Project at the Liberty facility for a period in excess of five years, provided Lee cannot guarantee the success or duration of the Project. The funds will be delivered upon a request for funding to be made in writing to the LCDC. However, the funding of the grant shall be conditioned on the occurrences of the following matters.

1. The City Council of the City of Liberty shall have timely approved the project, including the grant.
2. LCDC shall have successfully completed all procedural legal requirements to be authorized to make the grant, at least one of which being not in the control of LCDC, i.e.: the possibility of an election in which an objection to the grant is approved by the public; however the LCDC does not guarantee and shall not be liable for damages in the event the legal procedural requirements are not successfully completed for whatever reason.

- A grant similar to this grant must be approved by the Dayton Community Development Corporation within the time frames described herein.
- Subject to the above conditions, initial funding shall be after the conclusion of the sixty-day waiting period as provided by law.
- None of the grant funds shall be used for any purpose whatsoever except the above referenced Project, which must be located at the site described hereinabove.
- The funds must be related directly to the purchase of Podium Computers (5), $4,536.70, General Education Lab (24), $21,776.00, Electrical Computer Lab (20), $18,147.20,

CADD Lab (24), $31,900.00, EMT Equipment, $25,000.00, Renovations, $50,000.00, and Electrical Trainers (4), $40,000.00 to be located at 1715 Highway 146 Bypass, Liberty, Texas. To the extent that Lee College is able to get any of the aforementioned equipment donated by industry leaders, foundations, or other donors, the balance of the funds may be used to expand course offerings through the purchase of equipment not listed herein for such expanded course offerings at the Liberty location.

- Lee further agrees that in the event Lee shall cease operations or reduce its services so that its activities no longer are sufficient to fulfill the intentions described herein during the first year after the date of the receipt of the grant funds, such cessation or reduction shall be considered an act of default in the performance of the obligations of Lee in this Agreement. In one of those events LCDC shall notify Lee in writing of such default and Lee shall immediately repay all the grant funds plus interest at the rate of 10% per year from the date of receipt of the funds. In the event Lee shall commit said act of default during the second year after the date of the receipt of the grant funds, immediately after notice from LCDC as described hereinabove Lee shall repay four-fifths of the grant funds plus interest at the rate of 10% per year from the date of receipt of the funds. In the event Lee shall commit said act of default during the third year after the date of the receipt of the grant funds, immediately after notice from LCDC as described hereinabove Lee shall repay three-fifths of the grant funds plus interest at the rate of 10% per year from the date of receipt of the funds. In the event Lee shall commit said act of default during the fourth year after the date of the receipt of the grant funds, immediately after notice from LCDC as described hereinabove Lee shall repay two-fifths of the grant funds plus interest at the rate of 10% per year from the date of receipt of the funds. In the event Lee shall commit said act of default during the fifth year after the date of the receipt of the grant funds, immediately after notice from LCDC as described hereinabove Lee shall repay one-fifth of the grant funds plus interest at the rate of 10% per year from the date of receipt of the funds.

- Lee agrees to use its best efforts to acquire, through its relationships with industry, foundations, grant sources, and other sources, donated and/or discounted equipment prior to expending LCDC funds on the Project permitting the LCDC funds to be used to establish additional course offerings.
- Lee further agrees that if after receipt of the grant funds the grant is found to be void or voidable for whatever reason, either by court decree or order or settlement of a claim related thereto, LCDC, at is election, will be conveyed and will own the above personal property purchased by Lee with the grant funds and Lee shall return all unspent money to LCDC.

In the event the terms of this Performance Agreement are met by Lee throughout the time frame provided herein, this Agreement shall be considered fulfilled.

Other than attorney fees, costs, and interest, no damages beyond the amount of the grant funds are contemplated to be owed by either party hereto to the other for a breach of this agreement.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

This Agreement shall be construed and governed by the laws of the State of Texas, and shall be performable in Liberty County, Texas.

This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between parties shall be null and void.

This Agreement may be executed in multiple counterparts.

Signed this _____ day of _______________, 2015.

LEE COLLEGE

By: ________________________________
Dennis Brown, President

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

By: ________________________________
Dennis Beasley, President

THE STATE OF TEXAS §

COUNTY OF ________________ §

This instrument was acknowledged before me on the _______day of _____________, 2015, by DENNIS BROWN, as President of LEE COLLEGE, in the capacity therein stated.

____

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the _______day of _____________, 2015, by DENNIS BEASLEY, as President of the LCDC, in the capacity therein stated.

____

Notary Public, State of Texas

The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

Meeting: 08/04/15 06:00 PM

Department: Administration
Category: LCDC Executive Session Items

LCDC CORPORATION ACTION (ID # 3315)

DOC ID: 3315

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