The City of Liberty

Liberty Community Development Corporation

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

Meeting

~ Agenda ~

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, June 4, 2019 | **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 Barbara Norwood	☐	☐	☐	
Board Member Mark Campbell	☐	☐	☐	
Board Member David Arnold	☐	☐	☐	
Board Member Mike Page	☐	☐	☐	
Board Member Kathrine McCarty	☐	☐	☐	
Board Member Dan VanDeventer	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 4459)

General Manager's Report - Gen. Mgr. T. Warner

- Gen. Manager's Report-LCDC (DOCX)

B. LCDC Information Item (ID # 4460)

Finance Report - Finance Director N. Herrington

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, March 19, 2019

V. REGULAR AGENDA

A. Regular Session

1. LCDC Public Hearing (ID # 4461)

Public Hearing on the potential expenditure of funds for various projects.

2. LCDC Corporation Action (ID # 4440)

Consider approval of Budget Amendment No. 1 to the Liberty Community Development Corporation (LCDC), Fiscal Year Budget ending September 30, 2019, in the amount of $50,589.60 to fund a portion of the salaries and benefits of those employees working on behalf of the LCDC.

- Budget Amendment No. 1 Info (PDF)

3. LCDC Corporation Action (ID # 4441)

Consider approval of Budget Amendment No. 2 to the Liberty Community Development Corporation Fiscal Year Budget ending September 30, 2019, in the amount of $20,500.00 for advertising and membership fees to economic development related organizations.

4. LCDC Corporation Action (ID # 4442)

Consider approval of Budget Amendment No. 3 to the Liberty Community Development Corporation Fiscal Year Budget ending September 30, 2019, in the amount of $53,542.95 to increase the transfer to the Golf Course to fund various expenditures.

- Budget Amendment No. 3-Refrigerator (PDF)
- Budget Amendment No. 3-Freezer (PDF)
- Budget Amendment No. 3-Ice Machine (PDF)
- Budget Amendment No. 3-Signage (PDF)
- EXHIBIT A - Golf Course Driveway Rehabilitation (PDF)

5. LCDC Corporation Action (ID # 4443)

Consider approval of Budget Amendment No. 4 to the Liberty Community Development Corporation Fiscal Year Budget ending September 30, 2019, in the amount of $4,155.68 to authorize the transfer of funds to the Liberty Municipal Airport to fund various expenditures.

- Budget Amendment No. 4- Airport Signage (PDF)

6. LCDC Corporation Action (ID # 4436)

Consider approval of an Agreement with Civic Plus, in the amount of $8,500.00, for the development of a stand-alone website for the Liberty Community Development Corporation.

- CivicPlus Proposal (PDF)

7. LCDC Corporation Action (ID # 4437)

Consider approval of an Agreement with e.Sullivan Advertising & Design, in the amount of $1,995.00, for the development of a logo for the Liberty Community Development Corporation.

- Logo - e. Sullivan (PDF)

8. LCDC Corporation Action (ID # 4438)

Consider the expenditure of funds for membership to the Texas Economic Development Council (TEDC), in the amount of $500.00.

- TEDC Information (PDF)

B. Work Session

1. LCDC Work Session (ID # 4463)

Work Session regarding discussion of various new programs, and other changes, proposed for the Liberty Community Development Corporation.

- WS-Facade Improvement Grant (PDF)
- WS-Capital Improvement Program (PDF)
- WS-LCDC Bylaws (PDF)
- WS-Local Gov Code-Type B Officers (PDF)

VI. ADJOURNMENT

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 30th day of May, 2019 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, 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 ____________________, 2019.

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 4459)

DOC ID: 4459

Subject: General Manager's Report

Background: This agenda item affords the General Manager the opportunity to update the Board Members and public on current and future projects, activities and other items.

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Memo

To: LCDC

From: Tom Warner, City Manager

Date: June 4, 2019

Re: General Manager Report

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1. During the design phase of the Hwy 146 Sanitary Sewer Line Extension Project, The Texas Department of Transportation (TxDOT) required the proposed line to be within 5 feet of the right-of-way line. Due to the numerous utilities already within this area, the location of the proposed sanitary sewer line had to be moved from the west side to the east side of Hwy 146. The engineer has completed the design and bids have been received for the installation of the line. On May 28, 2019, City Council awarded the bid for the Hwy 146 Sanitary Sewer Line Extension Project to 5-T Utilities in the amount of $339,671.95. The engineers estimate of probable cost was $393,890.00. The bids ranged from $339,671.95 to $532,889.00.

2. The contracted work on Main A is substantially complete. The contractor is currently replacing the barrier on top of the levee. Although not associated with the levee work, one of the electric pumps motors is out of service. The motor has been pulled and shipped off to be repaired. The other electric pump and the two diesel pumps are up and operational.

3. The wastewater project is also progressing but has also been slowed due to the weather. The contractor is continuing to micro-tunnel the sewer line on Hwy 90, install the remaining manholes and refurbish the McGuire lift station. The installation of the sewer lines behind the middle and high schools has been completed. Work has commenced on the sanitary and storm sewer line repairs on Texas Avenue and the Bypass and Beaumont Avenue Lift Stations. The contractor's bypass pumping has failed on several occasions in the last month. Currently the pumps were taken off automatic operation and are running 24/7.

4. The property for the water well, tower pump station and ground storage tank has been acquired. The environmental assessment has been completed and the proposed layout for the site is currently being reviewed by the United States Corp of Engineers to ensure that the adjacent wetlands are not impacted. The engineer for the project is continuing the design for the various elements.

5. The following is a status of the current Electric Projects:

Project	Complete
a. Pine Place Subdivision	55%
b. Featherstone Subdivision	58%

c.	Whittington Subdivision	79%
d.	Live Front Transformer	0%
e.	Beaumont #3 Lateral	63%
f.	UG Primary	4%
g.	OH Transformer Platform	25%
h.	Regency Place	42%
i.	Travis Park	68%
j.	UG Street Lighting	28%
k.	Beaumont #2 Laterals	25%
l.	Beaumont #4 Laterals	1%
m.	Beaumont #5 Laterals	0%
n.	Liberty #1 Laterals	0%
o.	Liberty #3 Laterals	0%
p.	Street Light Conversion	26%

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 4460)

DOC ID: 4460

Subject: Finance Report

Background: This agenda item affords the General Manager or the Finance Director an opportunity to report on the financial activities and position of the Corporation, to include revenues, liabilities, assets, and other financial information.

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

Dianne Tidwell
City Secretary
(936) 336-3684

The City of Liberty

Liberty Community Development Corporation

Meeting

~ Minutes ~

Tuesday, March 19, 2019 **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	
Barbara Norwood	Vice-President	Present	
Leslie Herndon	Board Member	Present	
Mark Campbell	Board Member	Absent	
David Arnold	Board Member	Present	
Mike Page	Board Member	Absent	
Courtney Daniel	Board Member	Absent	
Tom Warner	City Manager	Present	
Dianne Tidwell	Corp Secretary	Present	
Brandon Davis	City Attorney	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 # 4395)

General Manager's Report - G.M. Tom Warner

COMMENTS - Current Meeting:

General Manager Tom Warner reviewed various City projects, also reporting that the City, as of April 1, had hired an Assistant City Manager, whose main focus will be economic development.

B. LCDC Information Item (ID # 4398)

Finance Report - Gen. Manager Tom Warner

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported that the Corporation currently has $2.5 million cash in bank. Ms. Herrington reviewed Corporation revenues and expenditures, stating that sales tax revenues are on the increase.

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:	Barbara Norwood, Vice-President
SECONDER:	Leslie Herndon, Board Member
AYES:	Dennis Beasley, Barbara Norwood, Leslie Herndon, David Arnold
ABSENT:	Mark Campbell, Mike Page, Courtney Daniel

A. Minutes Approval

1. Tuesday, January 08, 2019

2. Tuesday, January 22, 2019

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action 2019-5

Consider execution of a Deed transferring ownership of the Liberty Municipal Golf Course, from the Liberty Community Development Corporation, to the City of Liberty.

COMMENTS - Current Meeting:

Lengthy discussion was held regarding the Corporation's purchase of the Liberty Municipal Golf Course in 2018 and, at that time, not transferring the title to the City of Liberty. City Attorney Brandon Davis reported that there were street easement issues in which a resolution needed to be made. As those issues have now been resolved, transfer of title to the Golf Course should be made to the City. Related discussion also included golf course activities and increased revenues, renovation and repairs taking place, and LCDC to continue funding the Golf Course budget. A motion was made to transfer ownership of the Liberty Municipal Golf Course from the Liberty Community Development Corporation to the City of Liberty.

ATTACHMENTS:

- Warranty Deed-LCDC to City-Golf Course (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Leslie Herndon, Board Member
SECONDER:	Barbara Norwood, Vice-President
AYES:	Dennis Beasley, Barbara Norwood, Leslie Herndon, David Arnold
ABSENT:	Mark Campbell, Mike Page, Courtney Daniel

2. LCDC Work Session (ID # 4397)

Discussion of an advertising budget to promote economic development opportunities in the City of Liberty.

COMMENTS - Current Meeting:

A Work Session was held regarding the cost of advertising and promoting the City in various economic development publications and the related costs. Also, briefly discussed were the benefits of Directional or Wayfinding Signage, to direct drivers to the City's public buildings in which the location may not be known.

VI. ADJOURNMENT

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Dennis Beasley, President

ATTEST:

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Dianne Tidwell, City Secretary

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Public Hearings

LCDC PUBLIC HEARING (ID # 4461)

DOC ID: 4461

Subject: Public Hearing on the expenditure of funds for various projects.

Background: Section 505.159 of the Local Government Code requires Type B Corporations to hold at least one public hearing prior to the expenditure of funds for projects. The administration recommends holding a public hearing regarding the possible expenditure of funds for the following projects:

(1) Amending the FY19 LCDC Budget
(2) The development of a LCDC website
(3) The development of a LCDC logo
(4) Application for membership to the Texas Economic Development Council (TEDC)
(5) The development of an economic development strategic plan
(6) The purchase and installation of new signage at various city parks
(7) Liberty Municipal Golf Course driveway rehabilitation

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Budget Matters

LCDC CORPORATION ACTION (ID # 4440) DOC ID: 4440 A

Subject: FY19 LCDC Budget Amendment No.1

Background: In April of 2019, the City hired a new Assistant City Manager to assist with economic development. Currently, the Assistant City Manager and the Administrative Secretary perform work on behalf of LCDC, yet the salary and benefits of these two positions are funded entirely by the City's General Fund. Because these positions assist with economic development, the administration recommends amending the LCDC budget to make a transfer to the General Fund to fund 60% of the salary and benefits of the Assistant City Manager and 20% of the salary and benefits of the Administrative Secretary. The FY19 transfer will cover five months (May 1 to September 30). Beginning in FY20 and continuing thereafter, the transfer will cover a full twelve months. LCDC's FY19 budget is attached for your review.

Fiscal Impact: $50,589.60

Staff Recommendation: Approval of the budget amendment.

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21 -LIBERTY COMM. DEV. CORP.

REVENUES	2015-2016 ACTUAL	2016-2017 ACTUAL	(-------- 2017-2018 CURRENT BUDGET	YEAR-TO-DATE ACTUAL --------)	(-------- 2018-2019 REQUESTED BUDGET	APPROVED BUDGET --------)
21-321-0101 SALES TAX REVENUE	954,449	873,299	1,000,000	920,269	0	1,050,000
21-321-0110 INTEREST INCOME	7,470	10,216	5,000	8,379	0	9,000
21-321-0111 INTEREST INCOME DEBT SERVIC	1,019	1,054	0	878	0	1,000
21-321-2106 TRANSFER IN FROM OTHER FUND	221,209	231,563	0	0	0	0
TOTAL REVENUES	1,184,147	1,116,132	1,005,000	929,526	0	1,060,000

APPROVED BUDGET
AS OF: SEPTEMBER 30TH, 2018

21 -LIBERTY COMM. DEV. CORP.
421-LIBERTY COMMUNITY DEV

DEPARTMENTAL EXPENDITURES	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 CURRENT BUDGET	2017-2018 YEAR-TO-DATE ACTUAL	2018-2019 REQUESTED BUDGET	2018-2019 APPROVED BUDGET
3-CHARGES & SERVICES						
21-421-308 PROFESSIONAL DEVELOPMENT	17,758	24,386	17,500	21,921	0	22,000
21-421-311 OFFICE SUPPLIES	230	0	500	588	0	600
21-421-313 MISCELLANEOUS	361	1,048	1,000	631	0	1,000
21-421-314 TRAVEL	0	1,531	5,000	1,793	0	4,000
21-421-319 LEGAL FEES	1,035	2,565	7,500	7,222	0	5,000
21-421-322 PRELIMINARY ENGINEERING FEES	0	0	0	56,314	0	0
TOTAL 3-CHARGES & SERVICES	19,384	29,530	31,500	88,469	0	32,600

421-314 TRAVEL PERMANENT NOTES:
REGIONAL MEETINGS
NATIONAL & STATE ICSC

DEPARTMENTAL EXPENDITURES	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 CURRENT BUDGET	2017-2018 YEAR-TO-DATE ACTUAL	2018-2019 REQUESTED BUDGET	2018-2019 APPROVED BUDGET
4-OTHER						
21-421-404 CONTINGENCY	0	12,097	635,700	365,604	0	0
21-421-406 CONTRACTOR MOWING SERVICES	1,440	1,840	1,200	1,520	0	1,500
21-421-410 WCID#5 NRCS GRANT MANAGEMEN	0	0	65,000	6,494	0	0
21-421-411 WCID#5 NRCS PROJECT ENGINEER	0	0	56,896	66,785	0	0
21-421-412 WCID#5 NRCS PROJECT CONSTRUC	0	0	161,416	139,894	0	0
21-421-415 PURCHASE OF PROPERTY	0	0	0	294,729	0	0
21-421-416 FIRE DEPARTMENT TANKER	0	0	35,850	29,874	0	35,850
TOTAL 4-OTHER	1,440	13,937	956,062	904,900	0	37,350
6-DEBT SERVICE						
21-421-619 INTEREST SERIES 2014	115,088	111,563	120,000	107,888	0	104,063
21-421-620 PRINCIPAL SERIES 2014	115,000	120,000	120,000	125,000	0	130,000
21-421-621 ADMIN FEES SERIES 2014	500	0	750	0	0	750
21-421-624 INTEREST ON HGAC LOAN	18,637	17,936	0	0	0	0
21-421-625 PRINCIPAL ON HGAC LOAN	17,212	17,913	0	0	0	0
TOTAL 6-DEBT SERVICE	266,436	267,411	240,750	232,888	0	234,813
7-TRANSFERS						
21-421-710 TRANSFER TO DEBT SERVICE	221,209	231,563	0	0	0	0
21-421-728 TRANSFER TO AIRPORT FUND	102,967	6,288	0	0	0	0
21-421-730 TRANSFER TO GENERAL FUND	50,000	122,480	60,000	20,000	0	60,000
21-421-731 TRANSFER TO ROAD CONSTRUCTI	(247,604)	0	0	0	0	0
21-421-732 TRANSFER TO GOLF COURSE	0	0	0	210,000	0	256,500
TOTAL 7-TRANSFERS	126,571	360,331	60,000	230,000	0	316,500
TOTAL 421-LIBERTY COMMUNITY DEV	413,831	671,209	1,288,312	1,456,256	0	621,263
TOTAL EXPENDITURES	413,831	671,209	1,288,312	1,456,256	0	621,263
REVENUE OVER/(UNDER) EXPENDITURES	770,316	444,923	(283,312)	(526,731)	0	438,737

Attachment: Budget Amendment No. 1 Info (4440 : Budget Amendment No. 1-Salaries & Benefits)

21 -LIBERTY COMM. DEV. CORP.
421-LIBERTY COMMUNITY DEV

DEPARTMENTAL EXPENDITURES	2015-2016 ACTUAL	2016-2017 ACTUAL	(------- 2017-2018 CURRENT BUDGET	YEAR-TO-DATE ACTUAL --------)	(------- 2018-2019 REQUESTED BUDGET	APPROVED BUDGET --------)
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The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Budget Matters

LCDC CORPORATION ACTION (ID # 4441)

DOC ID: 4441 A

Subject: FY19 LCDC Budget Amendment No. 2

Background: The adopted FY19 LCDC Budget did not include appropriations for certain functions. The administration recommends amending the FY19 budget to appropriate funds to the following categories:

(1) Advertising: $20,000
(2) Dues & Memberships: $500
Total Budget Amendment: $20,500

Fiscal Impact: $20,500

Staff Recommendation: Approval of the budget amendment

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Budget Matters

LCDC CORPORATION ACTION (ID # 4442)

DOC ID: 4442 C

Subject: FY19 LCDC Budget Amendment No. 3

Background: The administration recommends that LCDC's budget be amended to increase the transfer to the Golf Course in order to fund the following expenditures:

(1) Commercial Refrigerator: $6,244.33
(2) Commercial Freezer: $7,815.50
(3) Merchandiser Ice Machine: $4,200.20
(4) Golf Course Entrance Sign: $1,705.08
(5) Golf Course Monument Sign (Beaumont @ CR150): $2,077.84
(6) Golf Course Entryway Rehabilitation: $31,500

Prices are attached for your review.

Fiscal Impact: $53,542.95

Staff Recommendation: Approval of the budget amendment.

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ISI Foodservice Equipment
A TriMark Company

Quote

02/11/2019

Project:
LIBERTY MUNICIPAL GOLF COURSE
LIBERTY, TX

From:
ISI Commercial Refrigeration, LLC
Wayne Pleasants
7920 Eastex Frwy.
Beaumont, TX 77708
409-835-4904
(409) 203-8957 5413 (Contact)

Item	Qty	Description	Net	Net Total
2	1 ea	**REACH-IN REFRIGERATOR** True Manufacturing Co., Inc. Model No. T-72-HC Refrigerator, Reach-in, three-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (9) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1, 6.9 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA	$5,554.33	$5,554.33
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	4" Swivel castors, standard (adds 5" to OA height)		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, center & right doors hinged right, standard **3-DR REFRIGERATOR LEASE COST IS $357.89 PER MONTH FOR 36 MONTHS**		

ITEM TOTAL:	**$5,554.33**
Merchandise	$5,554.33
Freight	$390.00
Set in place	$300.00
Subtotal	$6,244.33
Total	$6,244.33

Prices Good Until: 03/13/2019

* QUOTE FOR NEW UNIT

Proposal/Contract

This Agreement is by and between ISI Commercial Refrigeration, LLC. (ISI) and (Buyer) as of the date shown below. Unless otherwise noted all merchandise shall be covered by the individual manufacturer's standard warranty. This Proposal/Contract does not include any special licenses, permits, or fees that may or may not be required. Buyer is responsible for obtaining any and all approvals and permits from the Health Department, Building Department, Fire Marshal, etc. All equipment is supplied with standard components and is ready for plumbing and electrical connections by other contractors.

Special ordered and not stocking equipment is not returnable. Cancellation of equipment in process of being built by the factory will result in a cancellation fee determined by the factory.

All quotations, terms and financial arrangements are subject to approval of the Credit Department of ISI. The Buyer grants to ISI a security interest in the items specified in this Proposal/Contract until such items have been fully paid for by the Buyer. Buyer hereby appoints ISI as Buyer's agent and grants ISI limited Power of Attorney for the purpose of executing any document necessary to perfect the security interest granted in this Proposal/Contract.

ISI is not responsible for wall blocking, running drains or making hard wire connections. All electrical and plumbing connections are the responsibility of other trades. All roof wall penetrations and sealing are the responsibility of other trades. All plumbing connections, back flow preventers, pressure regulators and flushing of gas and water lines are the responsibility of other trades. All electrical connections including disconnects, shunt trip breakers, micro switches, motor starters, switches, etc., are excluded from this quote. Each piece of equipment has standard and optional equipment. Only the standard equipment is provided unless options are listed.

I understand, agree to, and accept the above terms and conditions.

Accepted by: ______________________ Date: ______________

Printed Name:

____

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov
AUSTIN: TACLB52729R / BEAUMONT: TACLA35912C / DALLAS: TALCB16860C / HOUSTON: TACLB27580R

REGARDING ANY IMPORTED BRAND OF EQUIPMENT _____ **(initial)**

Warranty on ***Imported Equipment*** is not covered by ISI Commercial Refrigeration is not certified to work on any imported band of equipment during the warranty period. Buyer is responsible for contacting the manufacturer directly and dealing with their service provider for any service or parts during the warranty period.

DIRECT SHIPMENT TO BUYER _____ **(initial)**

Buyer is fully responsible for receiving, unloading and verifying condition of equipment shipped directly to Buyer's final destination including any hidden damages. If damages are found, Buyer is fully responsible for filing freight claim with the freight carrier.

INSTALLATION BY BUYER _____ **(initial)**

Diagnosis of any issue with equipment installed by Buyer or anyone other than ISI is not covered under warranty and is billable to

TRUE FOOD SERVICE EQUIPMENT, INC.
2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400
Fax (636)272-2408 • Toll Free (800)325-6152 • Intl Fax# (001)636-272-7546
Parts Dept. (800)424-TRUE • Parts Dept. Fax# (636)272-9471 • www.truemfg.com

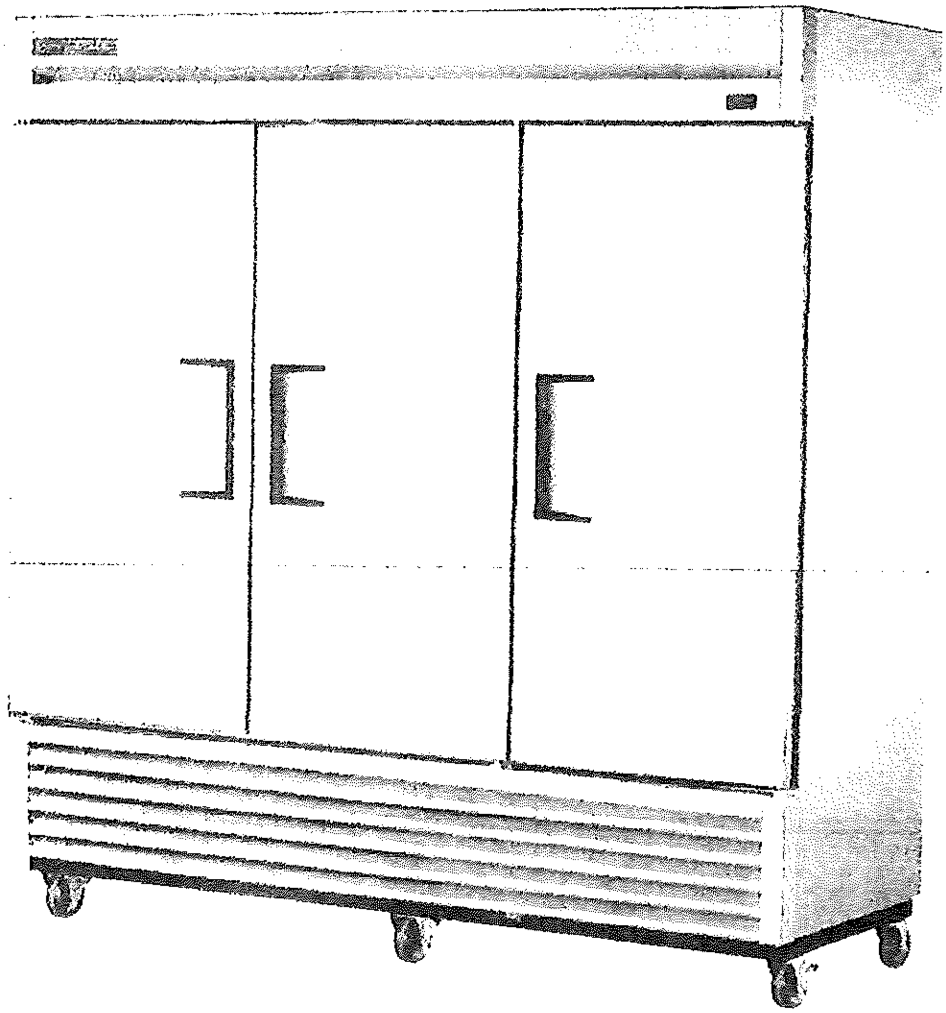
Project Name: ______________________
Location: ______________________
Item #: ____________ *Qty:* ________
Model #: ______________________

AIA #

SIS #

Model:
T-72-HC

T-Series:
Reach-In Solid Swing Door Refrigerator with Hydrocarbon Refrigerant



T-72-HC

- True's solid door reach-in's are designed with enduring quality that protects your long term investment
- Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.
- Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP)
- High capacity, factory balanced refrigeration system that maintains cabinet temperatures of 33°F to 38°F (.5°C to 3.3°C) for the best in food preservation
- Stainless steel solid doors and front. The finest stainless available with higher tensile strength for fewer dents and scratches.
- Adjustable, heavy duty PVC coated shelves
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system

Bottom mounted units feature:

- "No stoop" lower shelf.
- Storage on top of cabinet
- Compressor performs in coolest, most grease free area of kitchen
- Easily accessible condenser coil for cleaning.

ROUGH-IN DATA

Specifications subject to change without notice.
Chart dimensions rounded up to the nearest ⅛" (millimeters rounded up to next whole number).

Model	Doors	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
			W	D	H*						
T-72-HC	3	9	78⅛ 1985	29½ 750	78⅜ 1991	¾ N/A	115/60/1 N/A	6.9 N/A	5-15P	9 2.74	575 261

* Height does not include 5" (127 mm) for castors or 6" (153 mm) for optional legs

APPROVALS:

AVAILABLE AT:

INNOVATION IN THE USA

3/17 *Printed in U.S.A.*

Model:
T-72-HC

T-Series: Reach-In Solid Swing Door Refrigerator with Hydrocarbon Refrigerant

STANDARD FEATURES

DESIGN
- True's commitment to using the highest *quality materials and oversized refrigeration* systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

REFRIGERATION SYSTEM
- Factory engineered, self-contained, capillary tube system using environmentally friendly *R290* hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- High capacity, factory balanced refrigeration system that maintains cabinet temperatures of 33°F to 38°F (.5°C to 3.3°C) for the best in food preservation.
- State of the art, electronically commutated evaporator and condenser fan motors. ECM motors operate at higher peak efficiencies and move a more consistent volume of air which produces less heat, reduces energy consumption and provides greater motor reliability.
- Bottom mounted condensing unit positioned for easy maintenance. Compressor runs in coolest and most grease free area of the kitchen. Allows for storage area on top of unit.

CABINET CONSTRUCTION
- Exterior - Stainless steel front. Anodized quality aluminum ends. Corrosion resistant GalFan coated steel back.
- Interior - attractive, NSF approved, clear coated aluminum liner. Stainless steel floor with coved corners.
- Insulation - entire cabinet structure and solid doors are foamed-in-place using a high density, *polyurethane insulation that has zero ozone* depletion potential (ODP) and zero global warming potential (GWP).
- Welded, heavy duty steel frame rail, black powder coated for corrosion protection.
- Frame rail fitted with 4" (102 mm) diameter stem castors - locks provided on front set.

DOORS
- Stainless steel exterior with clear aluminum liners to match cabinet interior. Doors extend full width of cabinet shell. Door locks standard.
- Lifetime guaranteed recessed door handles. Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to ensure permanent attachment.
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

SHELVING
- Nine (9) adjustable, heavy duty PVC coated wire shelves 24⅛"L x 22⅜"D (613 mm x 569 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on ½" (13 mm) increments.

LIGHTING
- LED Interior lighting - safety shielded. Lights activated by rocker switch mounted above doors.

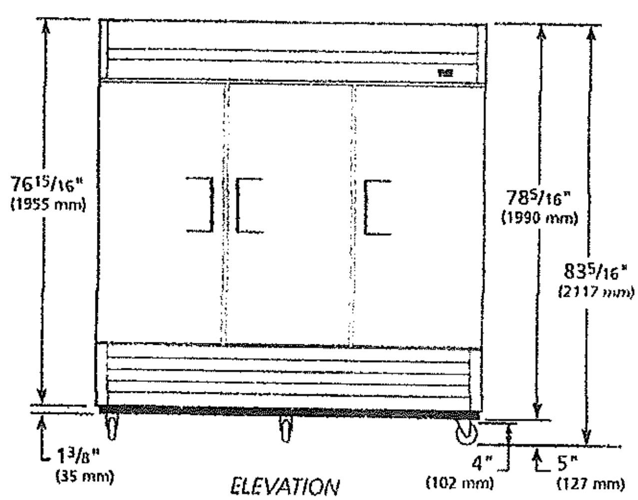
MODEL FEATURES
- Exterior temperature display.
- *Evaporator is epoxy coated to eliminate the* potential of corrosion.
- NSF/ANSI Standard 7 compliant for open food product.

ELECTRICAL
- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 15 amp dedicated outlet. Cord and plug set included.

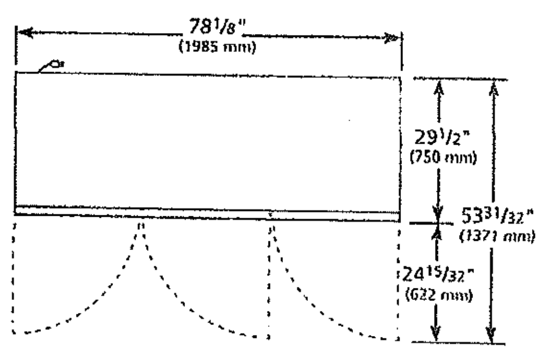
115/60/1
NEMA-5-15R

OPTIONAL FEATURES/ACCESSORIES
Upcharge and lead times may apply.
- ❏ 6" (153 mm) standard legs.
- ❏ 6" (153 mm) *seismic/flanged legs.*
- ❏ Alternate door hinging (factory installed).
- ❏ Additional shelves.
- ❏ Half door bun tray racks. Each holds up to eleven 18"L x 26"D (458 mm x 661 mm) sheet pans (sold separately).
- ❏ Full door bun tray racks. Each holds up to twenty-two 18"L x 26"D (458 mm x 661 mm) *sheet pans (sold separately).*

PLAN VIEW



ELEVATION



PLAN VIEW

WARRANTY*
Three year warranty on all parts and labor and an additional 2 year warranty on compressor.
(U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Model	Elevation	Right	Plan	3D	Park
T-72-HC	TFEY01E	TFEY01S	TFEY01P	TFEY013	

TRUE FOOD SERVICE EQUIPMENT
2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400 • Fax (636)272-2408 • Toll Free (800)325-6152 • Intl. Fax# (001)636-272-7546 • www.truemfg.com

Foodservice Equipment Quote
A TriMark Company
03/11/2019

Project:	From:
LIBERTY MUNICIPAL GOLF COURSE LIBERTY, TX	ISI Commercial Refrigeration, LLC Wayne Pleasants 7920 Eastex Frwy. Beaumont, TX 77708 409-835-4904 (409) 203-8957 5413 (Contact)

Item	Qty	Description	Net	Net Total
3	1 ea	**REACH-IN FREEZER**	$7,125.50	$7,125.50
		True Manufacturing Co., Inc. Model No. T-72F-HC Freezer, Reach-in, -10° F, three-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (9) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1, 14.0 amps, NEMA 5-20P, MADE IN USA		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	4" Swivel castors, standard (adds 5" to OA height)		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, center & right doors hinged right, standard		
		3-DR FREEZER LEASE COST IS $459.13 PER MONTH FOR 36 MONTHS		

ITEM TOTAL:	**$7,125.50**
Merchandise	$7,125.50
Freight	$390.00
Set in place	$300.00
Subtotal	$7,815.50
Total	$7,815.50

Prices Good Until: 03/13/2019

* PRICE FOR NEW UNIT

Proposal Contract

This Agreement is by and between ISI Commercial Refrigeration, LLC. (ISI) and (Buyer) as of the date shown below. Unless otherwise noted all merchandise shall be covered by the individual manufacturer's standard warranty. This Proposal Contract does not include any special licenses, permits, or fees that may or may not be required. Buyer is responsible for obtaining any and all approvals and permits from the Health Department, Building Department, Fire Marshal, etc. All equipment is supplied with standard components and is ready for plumbing and electrical connections by other contractors.

Special ordered and not stocking equipment is not returnable. Cancellation of equipment in process of being built by the factory will result in a cancellation fee determined by the factory.

All quotations, terms and financial arrangements are subject to approval of the Credit Department of ISI. The Buyer grants to ISI a security interest in the items specified in this Proposal/Contract until such items have been fully paid for by the Buyer. Buyer hereby appoints ISI as Buyer's agent and grants ISI limited Power of Attorney for the purpose of executing any document necessary to perfect the security interest granted in this Proposal/Contract.

ISI is not responsible for wall blocking, running drains or making hard wire connections. All electrical and plumbing connections are the responsibility of other trades. All roof/wall penetrations and sealing are the responsibility of other trades. All plumbing connections, back flow preventers, pressure regulators and flushing of gas and water lines are the responsibility of other trades. All electrical connections including disconnects, shunt trip breakers, micro switches, motor starters, switches, etc., are excluded from this quote. Each piece of equipment has standard and optional equipment. Only the standard equipment is provided unless options are listed.

I understand, agree to, and accept the above terms and conditions.

Accepted by: Date:

______________________________ ____________________

Printed Name:

____

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov
AUSTIN: TACLB52729R / BEAUMONT: TACLA35912C / DALLAS: TALCB16860C / HOUSTON: TACLB27580R

REGARDING ANY IMPORTED BRAND OF EQUIPMENT _____ **(initial)**

Warranty on **Imported Equipment** is not covered by ISI Commercial Refrigeration is not certified to work on any imported band of equipment during the warranty period. Buyer is responsible for contacting the manufacturer directly and dealing with their service provider for any service or parts during the warranty period.

DIRECT SHIPMENT TO BUYER ______ **(initial)**

Buyer is fully responsible for receiving, unloading and verifying condition of equipment shipped directly to Buyer's final destination including any hidden damages. If damages are found. Buyer is fully responsible for filing freight claim with the freight carrier.

INSTALLATION BY BUYER ______ ***(initial)***

Diagnosis of any issue with equipment installed by Buyer or anyone other than ISI is not covered under warranty and is billable to Buyer.

I understand, agree to, and accept the above terms and conditions.

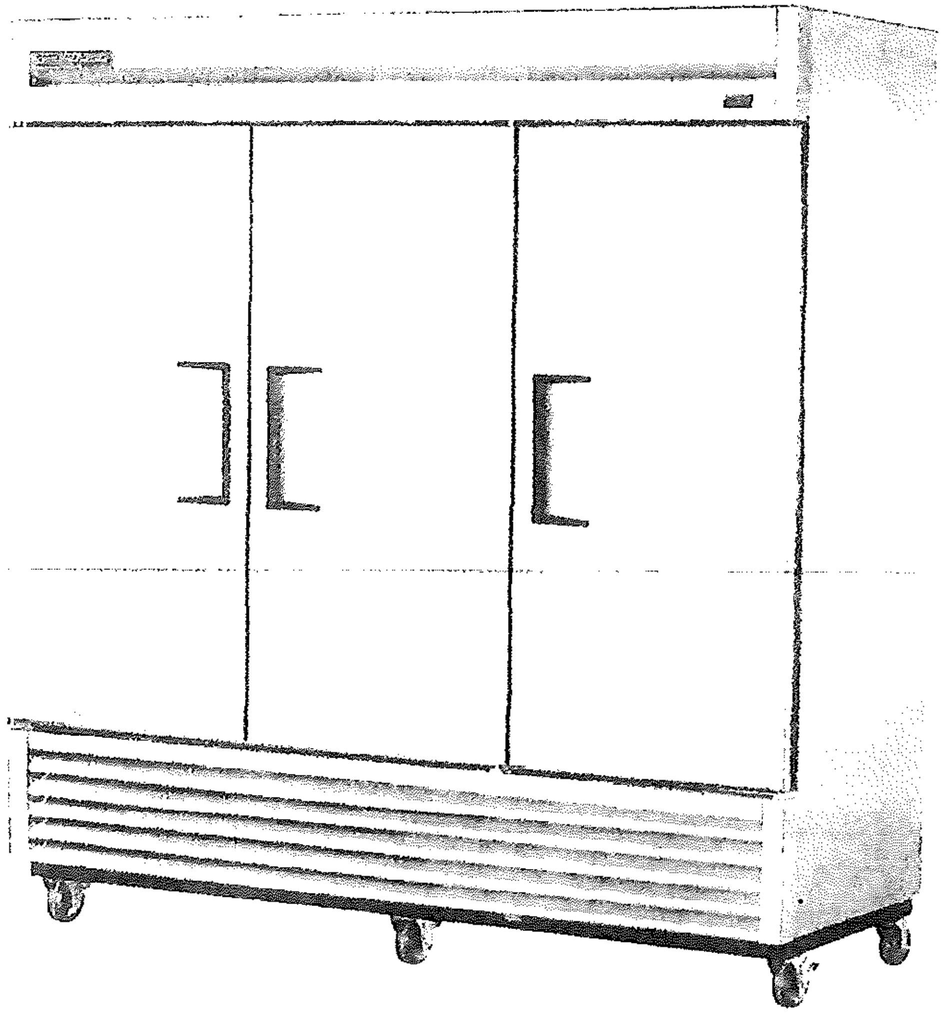
Accepted by: ____________________

TRUE FOOD SERVICE EQUIPMENT, INC.
2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400
Fax (636)272-2408 • Toll Free (800)325-6152 • Intl Fax# (001)636-272-7546
Parts Dept. (800)424-TRUE • Parts Dept. Fax# (636)272-9471 • www.truemfg.com

Project Name:		AIA #
Location:		
Item #:	Qty:	SIS #
Model #:		

Model:
T-72F-HC

T-Series:
Reach-In Solid Swing Door -10°F Freezer with Hydrocarbon Refrigerant



T-72F-HC

- True's solid door reach-in's are designed with enduring quality that protects your long term investment
- Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace
- Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP)
- High capacity, factory balanced refrigeration system that maintains -10°F (-23.3°C) temperatures. Ideal for both frozen foods and ice cream
- Stainless steel solid doors and front. The very finest stainless with higher tensile strength for fewer dents and scratches
- Adjustable, heavy duty PVC coated shelves
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system
- Automatic defrost system time-initiated, temperature-terminated. Saves energy consumption and provides shortest possible defrost cycle

Bottom mounted units feature:

- "No stoop" lower shelf
- Storage on top of cabinet
- Compressor performs in coolest, most grease free area of kitchen.
- Easily accessible condenser coil for cleaning

ROUGH-IN DATA

Specifications subject to change without notice.
Chart dimensions rounded up to the nearest ⅛" (millimeters rounded up to next whole number).

Model	Doors	Shelves	Cabinet Dimensions (inches) (mm) W	D	H*	HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
T-72F-HC	3	9	78⅛ 1985	29½ 750	78⅜ 1991	¾ N/A	115/60/1	14.0 N/A	5-20P	9 2.74	650 295

* Height does not include 5" (127 mm) for castors or 6" (153 mm) for optional legs.

INNOVATION IN THE USA	APPROVALS:	AVAILABLE AT:
2/17 Printed in U.S.A.		

Model:
T-72F-HC

T-Series: Reach-In Solid Swing Door -10°F Freezer with Hydrocarbon Refrigerant

STANDARD FEATURES

DESIGN

- True's commitment to using the highest *quality materials and oversized refrigeration* systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

REFRIGERATION SYSTEM

- Factory engineered, self-contained, capillary tube system using environmentally friendly *R290 hydro carbon refrigerant that has zero (0)* ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- High capacity, factory balanced refrigeration system that maintains -10°F (-23.3°C) temperatures. Ideal for both frozen foods and ice cream.
- State of the art, electronically commutated *evaporator and condenser fan motors. ECM* motors operate at higher peak efficiencies and move a more consistent volume of air which produces less heat, reduces energy consumption and provides greater motor reliability.
- Bottom mounted condensing unit positioned for easy cleaning. Compressor runs in coolest *and most grease free area of the kitchen. Allows* for storage area on top of unit.
- Automatic defrost system time-initiated, temperature-terminated. Saves energy consumption and provides shortest possible defrost cycle.

CABINET CONSTRUCTION

- Exterior - Stainless steel front. Anodized quality *aluminum ends. Corrosion resistant GalFan* coated steel back.
- Interior - attractive, NSF approved, clear coated aluminum liner. Stainless steel floor with coved corners.
- Insulation - entire cabinet structure and solid doors are foamed-in-place using a high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).
- Welded, heavy duty steel frame rail, black powder coated for corrosion protection.
- *Frame rail fitted with 4" (102 mm) diameter stem* castors - locks provided on front set.

DOORS

- Stainless steel exterior with clear aluminum liners to match cabinet interior. Doors extend full width of cabinet shell. Door locks standard.
- Lifetime guaranteed recessed door handles. Each door fitted with 12" (305 mm) long *recessed handle that is foamed-in-place with* a sheet metal interlock to ensure permanent attachment.
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Magnetic door gaskets of one piece construction, removable without tools for ease *of cleaning.*

SHELVING

- Nine (9) adjustable, heavy duty PVC coated wire shelves 24⅛"L x 22⅜"D (613 mm x 569 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on ½" (13 mm) increments.

LIGHTING

- LED Interior lighting - safety shielded. Lights activated by rocker switch mounted above doors.

MODEL FEATURES

- Exterior temperature display.
- Evaporator is epoxy coated to eliminate the potential of corrosion.
- Rear airflow guards prevent product from blocking optimal airflow.
- NSF/ANSI Standard 7 compliant for open food product.

ELECTRICAL

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 20 amp dedicated outlet.
- Unit utilizes a dual compressor system rated at ¾ HP each.
- Cord and plug set included.

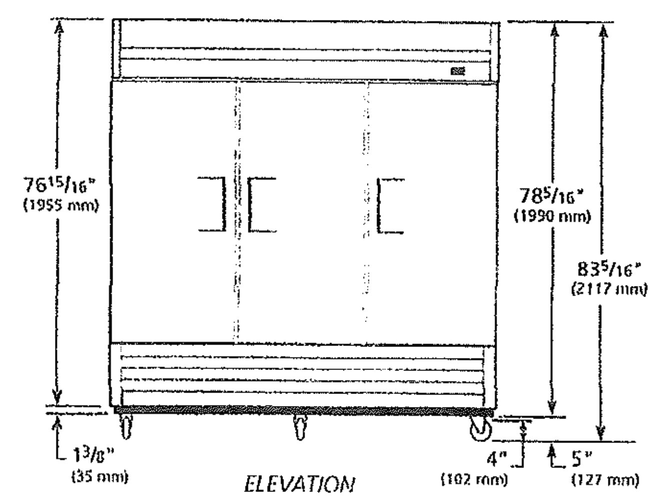
115/60/1
NEMA-5-20R

OPTIONAL FEATURES/ACCESSORIES

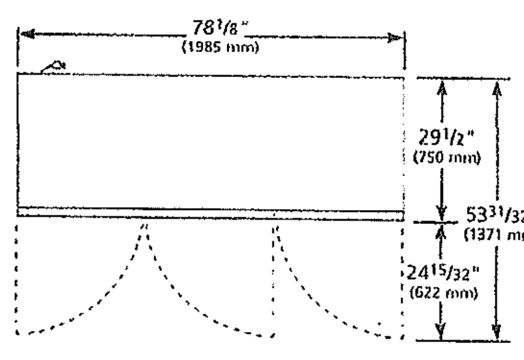
Upcharge and lead times may apply.

- ❏ 6" (153 mm) standard legs.
- ❏ 6" (153 mm) seismic/flanged legs.
- ❏ Alternate door hinging (factory installed).
- ❏ Novelty baskets.
- ❏ Additional shelves.
- ❏ Half door bun tray racks. Each holds up to eleven 18"L x 26"D (458 mm x 661 mm) sheet pans (sold separately) (airflow guards need to be removed).
- ❏ *Full door bun tray racks. Each holds up to* twenty-two 18"L x 26"D (458 mm x 661 mm) sheet pans (sold separately) (airflow guards need to be removed).

PLAN VIEW



ELEVATION



PLAN VIEW

WARRANTY*
Three year warranty on all parts and labor and an additional 2 year warranty on compressor.
(U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Model	Elevation	Right	Plan	3D	Back
T-72F-HC	TFEY14E	TFEY01S	TFEY01P	TFEY143	

TRUE FOOD SERVICE EQUIPMENT

2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400 • Fax (636)272-2408 • Toll Free (800)325-6152 • Intl. Fax# (001)636-272-7546 • www.truemfg.com

ISI Foodservice Equipment Quote
A TriMark Company
02/11/2019

Project:
LIBERTY MUNICIPAL GOLF COURSE
LIBERTY, TX

From:
ISI Commercial Refrigeration, LLC
Wayne Pleasants
7920 Eastex Frwy.
Beaumont, TX 77708
409-835-4904
(409) 203-8957 5413 (Contact)

Item	Qty	Description	Net	Net Total
1	1 ea	**MERCHANDISER, BAGGED ICE** Custom Model No. 10000AD **ICE MERCHANDISER LEASE COST IS $262.97 PER MONTH FOR 36 MONTHS**	$3,445.20	$3,445.20
			ITEM TOTAL:	**$3,445.20**

Merchandise	$3,445.20
Freight	$530.00
Set in place	$225.00
Subtotal	$4,200.20
Total	$4,200.20

Prices Good Until: 03/13/2019

*NEW UNIT

Proposal Contract

This Agreement is by and between ISI Commercial Refrigeration, LLC. (ISI) and (Buyer) as of the date shown below. Unless otherwise noted all merchandise shall be covered by the individual manufacturer's standard warranty. This Proposal/Contract does not include any special licenses, permits, or fees that may or may not be required. Buyer is responsible for obtaining any and all approvals and permits from the Health Department, Building Department, Fire Marshal, etc. All equipment is supplied with standard components and is ready for plumbing and electrical connections by other contractors.

Special ordered and not stocking equipment is not returnable. Cancellation of equipment in process of being built by the factory will result in a cancellation fee determined by the factory.

All quotations, terms and financial arrangements are subject to approval of the Credit Department of ISI. The Buyer grants to ISI a security interest in the items specified in this Proposal/Contract until such items have been fully paid for by the Buyer. Buyer hereby appoints ISI as Buyer's agent and grants ISI limited Power of Attorney for the purpose of executing any document necessary to perfect the security interest granted in this Proposal/Contract.

ISI is not responsible for wall blocking, running drains or making hard wire connections. All electrical and plumbing connections are the responsibility of other trades. All roof/wall penetrations and sealing are the responsibility of other trades. All plumbing connections, back flow preventers, pressure regulators and flushing of gas and water lines are the responsibility of other trades. All electrical connections including disconnects, shunt trip breakers, micro switches, motor starters, switches, etc., are excluded from this quote. Each piece of equipment has standard and optional equipment. Only the standard equipment is provided unless options are listed.

I understand, agree to, and accept the above terms and conditions.
Accepted by: Date:

______________________________ ____________________

Printed Name:

____

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov
AUSTIN: TACLB52729R / BEAUMONT: TACLA35912C / DALLAS: TALCB16860C / HOUSTON: TACLB27580R

REGARDING ANY IMPORTED BRAND OF EQUIPMENT _____ **(initial)**

Warranty on **Imported Equipment** is not covered by ISI Commercial Refrigeration is not certified to work on any imported band of equipment during the warranty period. Buyer is responsible for contacting the manufacturer directly and dealing with their service provider for *any service or parts during the warranty period.*

DIRECT SHIPMENT TO BUYER _____ **(initial)**

Buyer is fully responsible for receiving, unloading and verifying condition of equipment shipped directly to Buyer's final destination including any hidden damages. If damages are found. Buyer is fully responsible for filing freight claim with the freight carrier.

INSTALLATION BY BUYER _____ ***(initial)***

Diagnosis of any issue with equipment installed by Buyer or anyone other than ISI is not covered under warranty and is billable to Buyer.

I understand, agree to, and accept the above terms and conditions.
Accepted by: ____________________
Print Name: ____________________
Date:______________

image360 Graphics › Signage › Displays

3930 Phelan Blvd.
Beaumont, TX 77707
(409) 892-9503

www.image360Beaumont.com

ESTIMATE
E-3259

Payment Terms: Cash Customer

Created Date: 4/25/2019

DESCRIPTION: Municipal signage

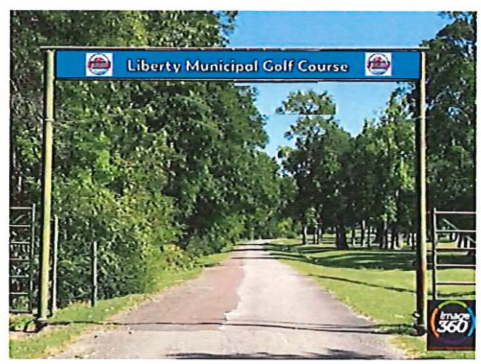
Bill To: City of Liberty
1829 Sam Houston St
Liberty, TX 77575
US

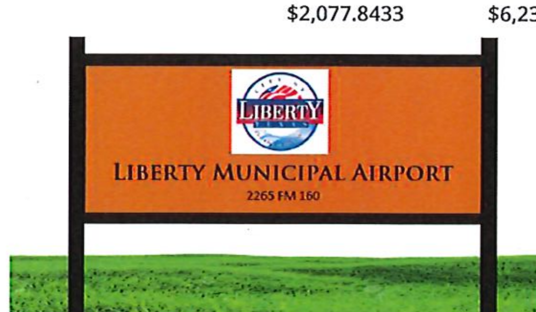
Installed: City of Liberty
1829 Sam Houston St
Liberty, TX 77575
US

Requested By: Chris Jarmon
Email: cjarmon@cityofliberty.org

Salesperson: Robert Blackwell
Email: robert@image360beaumont.com
Work Phone: 409-892-9503
Cell Phone: 409-504-1962
Entered By: Robert Blackwell

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Golf Course - sign on truss**	1	$1,705.08	$1,705.08
1.1	**Aluminum Composite panel - Solid Core - 6mm -** **Part Qty:** 1 **Width:** 240.00" **Height:** 24.00" **Text:** <LIBERTY MUNICIPAL GOLF COURSE> <LOGO>			
1.2	**3M IJ180Cv3 - Cast Digital Wrap Vinyl -** **Part Qty:** 1 **Width:** 240.00" **Height:** 24.00"			
1.3	**Installation (installer w/ bucket truck) - Installation w/ bucket truck** - # of Hours: 8			
2	**Entrance Signs Airport & Golf course- Aluminum Post and Panel sign - 4' X 10' - Double-sided**	3	$2,077.8433	$6,233.53
2.1	**Custom Product - Aluminum Frame, 4" square posts** - Price: $0.00			
2.2	**Aluminum Composite panel - Solid Core - 6mm -** **Part Qty:** 1 **Width:** 120.00" **Height:** 36.00"			
2.3	**Installation -** - # of Hours: 4			





2.4	**3M IJ180Cv3 - Cast Digital Wrap Vinyl -** **Part Qty:** 1 **Width:** 120.00" **Height:** 48.00"

Thank you for allowing us to provide you with an Estimate. This estimate covers only the services outlined above. If the scope of the work changes from the original estimate, approved revisions and additions will be charged accordingly. Your sign or graphic is a customized piece work. If you require changes to your design after it has been designed and approved, charges for additional design time as well as any restocking charges incurred will apply.

Subtotal:	$7,938.61
Taxes:	$0.00
Grand Total:	$7,938.61
Deposit Required:	$3,969.31

Signature: ______________________ **Date:** ______________________

Material Quotation

Gulf Coast
Beaumont Branch
P.O. Box 20779
Beaumont, Texas 77720-0779
Phone: 409-866-1444
Fax: 409-866-5541

Gulf Coast
Jasper Branch
P.O. Box 330
Jasper, TX 75951
Phone: 409-384-4520
Fax: 409-384-8699

A CRH COMPANY

Customer Acct No.	210116	**Quote Number**	Q415674-4
Submitted To:	City of Liberty	**Project Name:**	2019 Material Sales
Contact Name:	Damon Jones	**Project Address:**	
Address:	1829 Sam Houston St Liberty, TX 77575-4742	**Project Number:** **PO Number:**	
Contact Phone:			
Contact Fax:			

Quoted By: Rebecca H Rutledge (409)-284-2600 rebecca.rutledge@gc-texas.com

Item	Est. Quantity	Description	UOM	Price	Haul	Amount
223335	0	HP COLD MIX	TON	$91.00	$10.90	$0.00
214072	0	WMA TYPE D 64-22 (TXI)	TON	$59.50	$18.70	$0.00

Prices are firm through 12/31/2019.
Prices will be reviewed every three months beginning and are subject to escalation depending upon current market conditions.

All payments are **Due Net 30 days**, and in the event payments are more than 15 days late, all future sales will be on a cash basis only.

This proposal is not binding on Seller, and Purchaser is not justified in relying upon it, even if the prices quoted are incorporated into a proposal by Purchaser to a third party, unless signed by Purchaser and returned to Seller within thirty (30) days of the date hereof. If you agree to these terms, prices and conditions, including the terms and conditions on the reverse side, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files.

Accepted By:
Print Name: ___________________________

Signature: ___________________________

Title: ________________________________

Date: ________________________________

Gulf Coast
Print Name: Rebecca H Rutledge

Signature: ___________________________

Title: ________________________________

Date: ________________________________

Material Quotation

Gulf Coast
Beaumont Branch
P.O. Box 20779
Beaumont, Texas 77720-0779
Phone: 409-866-1444
Fax: 409-866-5541

A CRH COMPANY

Gulf Coast
Jasper Branch
P.O. Box 330
Jasper, TX 75951
Phone: 409-384-4520
Fax: 409-384-8699

Terms and Conditions:

In consideration of the mutual promises as set forth herein, Purchaser agrees to purchase at the price specified the Estimated Quantity as specified on the reverse side hereof or if designated a requirements contract the requirements of the Project for the material specified herein, in the event the Purchaser is awarded the Project.
FORCE MAJEURE: Seller is not responsible for failure to supply materials due to strikes or other labor disputes, damage or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
TAXES: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the ingredients in the materials, or on the services quoted herein, or on the sale or purchase or use thereof, or on incidental transportation charges, shall be paid by the Purchaser. If Seller is required to collect and/or pay taxes, Purchaser shall pay the same to Seller at the time of payment for the materials and/or services purchased hereunder. Purchaser hereby agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
DELIVERY CONDITIONS: The Purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to cease deliveries if the roadways and approaches are unsatisfactory in Seller's sole opinion. In the event Purchaser orders delivery beyond curb line, Purchase will assume liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries.
DETENTION OF TRUCKS AT DELIVERY SITE: Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
OWNERSHIP: Materials become the property of Purchaser at the F.O.B. Locations indicated on the reverse side hereof. The Seller guarantees to meet applicable gradations and specifications F.O.B. at Seller's plant only.
CREDIT: If Purchaser's credit is or becomes unsatisfactory at any time prior to Seller's performing fully under this contract, Seller reserves the right to discontinue shipments or to cease performance until such time as Purchaser remedies said credit problem.
MISCELLANEOUS: Anything herein to the contrary notwithstanding (a) Seller's liability hereunder shall be limited to replacement of materials sold hereunder, and Seller shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provisions hereof shall become binding upon Purchaser's acceptance of delivery of any of the materials specified herein notwithstanding Purchaser's failure to sign and return the original or a copy hereof. Our obligation to meet applicable specifications supersedes any and all other warranties, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. All invoices shall be based on scale weights. Truck haulage rates as specified on the reverse side hereof will be borne and paid by Purchaser (subject to corrections and/or changes in truck rates). Seller shall have the right to ship from other than the designated point of origin without change of quoted delivery price. In the event that Purchaser, his employees, his agents or his subcontractors enter Seller's premises for the purpose of picking up the materials herein sold, Purchaser agrees to indemnify and hold Seller harmless from any and all losses incurred as a result of the actions of Purchaser, Purchaser's employees, subcontractor's and agents while on Seller's premises. Seller reserves the right to exclude any of Purchaser's employees, agents and subcontractors from Seller's' premises. Payment terms and conditions printed on the reverse side. Payment terms are net 30 days from date of purchase. Prices quoted are firm and for one year only unless a different period of time is otherwise specified on the reverse side hereof. Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. Late Payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. All funds paid to Purchaser on account of goods purchased shall be held in trust for Seller's benefit.

Accepted By:
Print Name: ___________________________

Signature: ___________________________

Title: ___________________________

Date: ___________________________

Gulf Coast
Print Name: Rebecca H Rutledge

Signature: ___________________________

Title: ___________________________

Date: ___________________________

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Budget Matters

LCDC CORPORATION ACTION (ID # 4443)

DOC ID: 4443 A

Subject: FY19 LCDC Budget Amendment No. 4

Background: The administration recommends that LCDC's budget be amended to authorize the transfer of funds to the Airport in order to fund the following expenditures:

(1) Airport Monument Sign (x2): $4,155.68

Prices are attached for your review.

Fiscal Impact: $4,155.68

Staff Recommendation: Approval of the budget amendment

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image360 Graphics › Signage › Displays
3930 Phelan Blvd.
Beaumont, TX 77707
(409) 892-9503

www.image360Beaumont.com

ESTIMATE
E-3259

Payment Terms: Cash Customer

Created Date: 4/25/2019

DESCRIPTION: Municipal signage

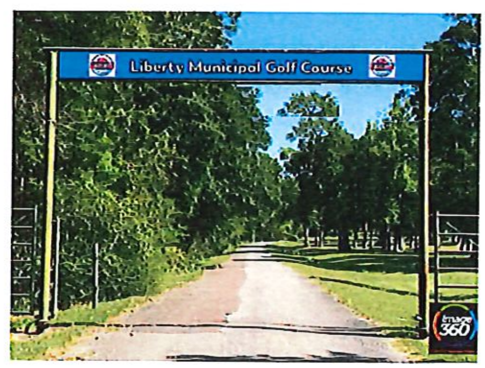
Bill To: City of Liberty
1829 Sam Houston St
Liberty, TX 77575
US

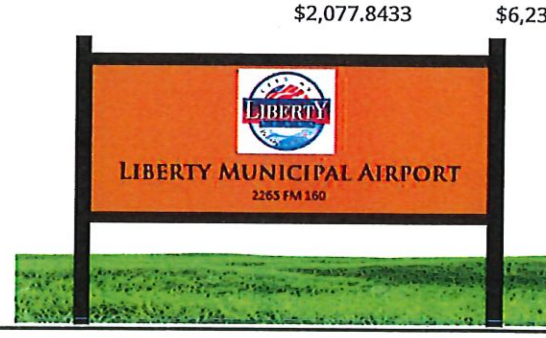
Installed: City of Liberty
1829 Sam Houston St
Liberty, TX 77575
US

Requested By: Chris Jarmon
Email: cjarmon@cityofliberty.org

Salesperson: Robert Blackwell
Email: robert@image360beaumont.com
Work Phone: 409-892-9503
Cell Phone: 409-504-1962
Entered By: Robert Blackwell

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Golf Course - sign on truss**	1	$1,705.08	$1,705.08
1.1	**Aluminum Composite panel - Solid Core - 6mm -** **Part Qty:** 1 **Width:** 240.00" **Height:** 24.00" **Text:** <LIBERTY MUNICIPAL GOLF COURSE> <LOGO>			
1.2	**3M IJ180Cv3 - Cast Digital Wrap Vinyl -** **Part Qty:** 1 **Width:** 240.00" **Height:** 24.00"			
1.3	**Installation (installer w/ bucket truck) - Installation w/ bucket truck** - # of Hours: 8			
2	**Entrance Signs Airport & Golf course- Aluminum Post and Panel sign - 4' X 10' - Double-sided**	3	$2,077.8433	$6,233.53
2.1	**Custom Product - Aluminum Frame, 4" square posts** - Price: $0.00			
2.2	**Aluminum Composite panel - Solid Core - 6mm -** **Part Qty:** 1 **Width:** 120.00" **Height:** 36.00"			
2.3	**Installation -** - # of Hours: 4			





Generated On: 4/26/2019 1:45 PM

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Agreements

LCDC CORPORATION ACTION (ID # 4436) DOC ID: 4436 A

Subject: Development of a LCDC Website

Background: LCDC currently does not have a stand-alone website. Many economic development organizations have stand-alone website sites as a way to highlight topics that are key to commercial and industrial recruitment. These include, but are not limited to: (1) demographic data (2) available incentives (3) contact information (4) key partners (5) sites and buildings (6) major employers and other information. The administration recommends entering into an agreement with Civic Plus for the development of a stand-alone LCDC website. This website will serve as the foundation for all future LCDC advertising efforts.

The proposed agreement is attached for your review.

Fiscal Impact: $7,799. Beginning in year 2, LCDC will pay an annual cost of approximately $2,700 for website maintenance.

Staff Recommendation: Approval of the agreement

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CIVICCMS®

Liberty TX
LCDC

Alan Montgomery

CIVICPLUS®

302 S. 4th Street, Suite 500 | Manhattan, KS 66502
1300 Massachusetts Ave., Boxborough, MA 01719
www.civicplus.com

April 17,2019

Chris Jarmon

RE: Website Redesign Services

Dear Chris

Meeting the expectations of citizens is at the core of civic responsibility. Finding that perfect blend of functionality, ease of maintenance, and cost effectiveness can be daunting. Today's "what I want, when I need it" society is all about digital and timely responses. Saving time and money and increasing citizen satisfaction is every government entity's goal. With the cost-effective CivicCMS solution you can achieve your vision of success.

CivicPlus, Inc. (CivicPlus) is passionate about our mission to help make local government better. We are not just designing a website, we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Our expertise lies in collaborating with our clients to deliver the right solution, at the right cost, housed within a modern design that captures the culture of your community.

The following information will show you how the CivicCMS solution will reduce your staff's workload, respect your available budget, and most importantly, provide your community with a powerful online resource that promotes open access to your municipal offices.

Please review our proposal closely. This proposal will save you time and resources while providing your visitors a website where they can find what they need, when they need it. We look forward to working with you and your staff to help make your vision become a reality.

Sincerely,

Alan Montgomery

Phone 785-340-2260
amontgomery@civicplus.com

What Sets CivicCMS Apart?

Created to Meet Your Needs

Developing your new website under the Open Source Initiative provides CivicCMS with the flexibility to develop new features and modules to help you meet your goals and vision.

Our Drupal Platform

CivicPlus will develop your site on one of the industry's most trusted open source platforms, Drupal. It is the platform of choice by national, state, and local governments all over the world.

We Build Long-Term Relationships

Our partnership with you is only beginning at go-live! We provide ongoing customer support and our Account Management team will work with you to help you evolve your web environment throughout your relationship with CivicPlus.

Easiest System for Updating & Adding New Content

Your new CivicCMS website will be specifically designed for ease-of-use so your staff, regardless of their technical skill level, can maintain and update your new website easily and efficiently.

Custom & Responsive Design

Your custom-designed website will be fully responsive on multiple devices including smart phones, tablets and wide screen monitors.

Useful & Relevant Modules

CivicCMS is flexible and scalable to grow with your web environment at your speed and need without extra features and functionalities that are not as relevant.

Affordable Cost, Flexible Payments

We understand the fiscal challenges municipalities face on a daily basis, so CivicPlus offers payment options to meet your budgeting needs.

Security and Protection—Priority One!

Our Tier IV secure hosting facilities are monitored 24/7 and your website is backed up daily off-site. We deploy state-of-the-art hardware and software to prevent DDoS and hacking attacks to protect your investment.

Client Design Examples

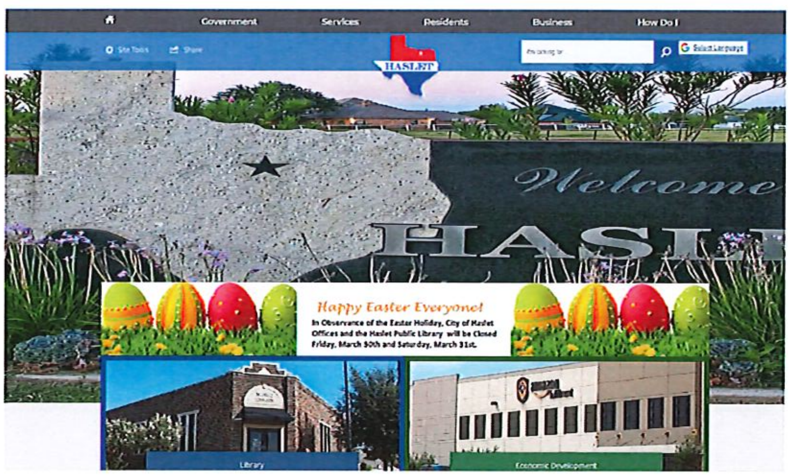
We did a re-design and after talking with some other website companies, they were the best choice for us. They understood our needs and delivered exactly what our vision was, even better.

Vicki M., Burrillville, RI

Simonton TX

Website:

https://www.simontontexas.gov/



Haslet TX

Website:

https://www.haslet.org/

Borger TX

Website:

https://www.borgertx.gov/

Features & Functionality

The Drupal content management system has opened up new areas we never could do with the old system. Our residents can get more done just by visiting our website.
Roger K., Stonington, CT

Content Management Functionality

- Agenda Builder Module
- Schedule Publishing
- WebForms Module
- Unpublish/Archive Content
- WYSIWYG Editor
- Dept/Board Specific News
- Persistent Navigation
- ADA Compliance
- Job Opportunities
- Schedule Expiration Dates
- Versioning
- Embed Video Player
- Online File Center
- Quick Links
- Protected Email Addresses
- Recyclopedia
- FAQs
- Audit Trail/History Log
- Content Previewing
- CAPTCHA Visitor Authentication
- Printer Friendly Pages
- Surveys & Polling
- Bids & RFPs
- Business Directory
- "Review-On" Dating
- Dynamic Breadcrumbs
- SSL Certificates

Communication Features

- Email Notifications (E-subscriber)
- Dynamic Site Map
- RSS Feeds
- Facebook & Twitter Integration
- Service Requests Forms
- Urgent Alert Banners
- Two-Way Blogging
- Private Comment Forms
- Rotating Bulletin Boards
- Staff Directory
- "Share this Page"

Administrative Functionality

- Intranet Options
- User Roles & Permission Levels
- Traffic Analysis
- Broken Links Reporting
- Domain Name Management
- Quality Assurance Reports
- Complete User History
- Board Membership Duties
- Menu Control

Design Features

- Responsive Design
- Rotating Mastheads
- Dynamic News Modules
- Urgent News Banners
- Upcoming Meetings Module
- Custom Subtitles
- Cascading Navigation
- Multiple Navigation Schemes

Graphic & Image Functionality

- Media Library
- Image Editor
- Photo Gallery
- Slide Shows
- Captioning/ALT Text
- Rotating Department Images
- Image Administration
- Rotating Bulletin Boards

Typical Project Timeline

The support has been amazing from day one. We worked closely with your employees during initial setup stages, creating the webpage, training, and for follow-up. Your team of employees know what the City was looking for and created it with ease.

Felicia B., Aberdeen, MD

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your CivicCMS new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, approval dates kept, and other factors. Based on our experience, the estimated timeline for the successful completion of your CivicCMS project is approximately 10-13 weeks.

Implementation Phase	Timeframe	Deliverables
Phase 1 Strategy Sessions & Discovery	1 Week	• Define Core Objectives • Needs Assessment
Phase 2 Design & Architecture	2-3 Weeks	• Design Meeting with Client Website Committee • Homepage Options & Layout • Subpage Design and Layout • Finalize Design (once you are completely satisfied)
Phase 3 Site Implementation	2-3 Weeks	• Identify Global and Cascading Navigation (and related links) • Implement Design within CivicCMS
Phase 4 Content Development	3-4 Weeks	• Migrate Agreed Existing Content
Phase 5 Training & Education	1 Week	• Sessions for Content Editors and Site Administrators • Group and Individual Sessions
Phase 6 Deployment & Go-Live	1Week	• Final Quality Check of Website • Install and Activate Selected Modules • DNS & SEO Activities

Attachment: CivicPlus Proposal (4436 : Website Development)

Estimated Year 1 Investment

Liberty TX LCDC

All quotes are priced per project and presented in US dollars
Pricing is valid for 60 days from DATE

CIVICCMS Standard Website Package

Graphic Design

- Custom Design
- Fully Responsive Format (Smart Phones, Tablets)

Content Development

- Create All Department & Board Pages
  - ⇒ Contact Info, Staff Table, Welcome Text
- **Build out ALL Additional Pages/Files of Content**

Staff Training

- One Full Day of Online Group Training
- Full Access to Library of Videos/Documentation

Post Launch Analysis (After 60-90 Days)

- Group Refresher Training Session (2 Hours)
- Project Manager Review
  - ⇒ Traffic Stats, Navigational Structure, ADA Recheck

Supplemental Modules at No Cost

- Bids/RFPS
- Business Directory
- Intranet
- Agenda Manager
- Recyclopedia
- Popular Pages

Secure Hosting

- SSL Certificates
- Tier 4 Data Center
- Nightly Offsite Backups
- Intrusion Detection, DDoS Mitigation

Ongoing Customer Support

- Unlimited Live Support ,Up to 3 Primary Users
- Free Monthly Webinars
- 24/7 Technical Support

CIVICCMS Application

- Annual CMS Usage License
- Periodic Module Upgrades
- Full Maintenance & Service Patches

Also Includes

- Apache Solr Search Appliance
- Google Analytics
- E-Subscriber Mail Lists
- Social Media Integration
- Web Forms Builder
- No Storage Limit on Future Pages & Files

Year One Investment: $7,799

Includes Upfront Development & Annual Services

Option: Spread All Costs over 3 Yrs: $4,067per Yr.

Year 2 and Beyond Annual Services

Liberty TX LCDC

Each year of your contract, you'll receive system enhancements, maintenance, optimization, and have full access to our support staff so your site stays up-to-date with our latest features and functionality. (Annual Hosting/ Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 and

- **Secure Hosting and Security Services**
- **Software maintenance including service patches and system enhancements**
- **24/7 technical support and access to the Online Help Center**
- **Unlimited Live Customer Support for Designated Users**
- **Account Management Team for ongoing support and web environment evolvement**

Beginning Year 2 Annual Services: $ 2,200

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) payment alternative payment plan provides zero interest, level payments that divides the One-Time Implementation Investment expense of your project over the first three (3) years of your contract to assist with your initial out of pocket expense and budget allocation. Each payment also includes your Annual Hosting/Maintenance Services.

1st Year CPA .... $ 4,067
2nd Year CPA .... $ 4,067
3rd Year CPA ....$ 4,067
4th Year Annual$ 2,310(annual plus 5% technology

Optional Services

Our clients may bundle in any or all of the following services during the initial contract or anytime thereafter. More information is available upon request

- **Additional Unlimited Live Customer Support: $250 per user per year**

  Provides additional users (content editors) with unlimited access to our support team for any type of help or guidance as needed

- **Custom Department Subsites: $3,000 One-time Development; $500 Annual for Hosting & Support**

  Ideal for Police, Fire, Library, Recreation and other departments wishing to have their own website but at a highly discounted cost

- **Prepaid Redesign Accrual (New Website after 4 Years)**

  Plan ahead for a completely new website at a discounted cost

- **CivicMedia**

  CivicMedia allow clients to live stream their public meetings and then to also archive these meetings online for 24/7 public access. Integrates with social media platforms. Cost excludes your camera and an encoder (typically <$1,000).

- ***Email Services:***

We provide clients with a robust & easy to use email platform that also allows for the automatic archiving of all employee emails. Desktop, web and smart phone options. Clients may test drive 2-3 accounts.

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Agreements

LCDC CORPORATION ACTION (ID # 4437)

DOC ID: 4437 A

Subject: Agreement for LCDC Logo

Background: The creation of a unique logo for LCDC will help LCDC develop a district brand identity. A brand is important because it helps differentiate one organization from another and helps convey the values, mission and purpose of an organization to its customers and clients.

The proposed quote is attached for your review.

Fiscal Impact: $1,995

Staff Recommendation: Approval of the agreement.

.

TO: Liberty Community Development Corporation
PROJECT: Logo Design
DATE: 5/10/19
QUOTE#: 8305

PURPOSE:
To provide an estimate for the creative development & graphic design of a new company logo/brand identity for the Liberty Community Development Corporation

CONCEPT & DESIGN:
Include 4 hours of Research / Creative Development, 14 Hours of Graphic Design & Layout **$ 1710.00**

SPECIAL SERVICES:
Includes 2 hours of Revisions,1 hours of Pre-Press / Post Production **$ 285.00**

Additional revisions to be billed at $ 95.00 / hr.

Within 15 business days of approval to begin work, e. Sullivan will create 3-5 different logo concepts. Once we have received your feedback on these designs, we will make any needed changes to your favorite logo choice within 2 business days and continue the process until you are completely satisfied. After approval, e. Sullivan will deliver the final logo design to you as digital files (.png, .pdf, .ai, .eps and/or .jpg graphics format)

TOTAL: **$ 1995.00**

TO THE CLIENT: We have fairly estimated the costs of producing the project outlined in this estimate. Please remember that this is only an estimated price and may vary due to normal fluctuations in the advertising industry, or to corrections, changes, or additions by the client. Normally, our quotes will not vary more than 10% above or below the estimated prices. If a unusual number of changes or additions is requested by the client, he/she will be advised if they will increase the quote by more than 10%.

The unpaid balance is due in 30 days after completion of job. If work stops, the client will be invoiced to date for work completed. Fees quoted are based on work performed during the course of regular working hours. Overtime, rush, holiday, and weekend work necessitated by a client's directive is billed in addition to the fees quoted. The information contained in this proposal is valid for 60 days. Proposals approved and signed by the client are binding upon e. Sullivan Advertising & Design and client commencing on the date of the client's signature.

The authorized client signature below indicates authorization for e. Sullivan Advertising & Design to proceed with the project described above. This authorization is a work order and the client agrees to pay for all expenses and fees incurred in the production of this project

NAME: **DATE:**

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Misc.

LCDC CORPORATION ACTION (ID # 4438)

DOC ID: 4438

Subject: Texas Economic Development Council Membership

Background: The Texas Economic Development Council (TEDC) is the statewide association for economic development professionals. Membership benefits include professional development, networking, legislative representation, access to the TEDC resource library, access to economic development news, the ability to join Team Texas and and others.

Fiscal Impact: $500

Staff Recommendation: The administration recommends joining TEDC.

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Published on *Texas Economic Development Council* (https://texasedc.org)

Home > Membership > Join TEDC

Join TEDC

image not found
https://texasedc.org/sites/default/files/images/tedc_50_years.jpg

Joining TEDC is a great way to enhance your career as a Texas economic development professional. There are endless opportunities for networking, professional development, legislative representation, and recognition for a job well done.

TEDC membership is open to anyone with an interest in economic development. Most of our members are professional economic developers, community volunteers, or elected officials. A growing number represent local workforce development boards and some of our members work in fields related to economic development -- utilities, real estate, banking, education, engineering, and consulting. With two types of membership available, joining the TEDC is an excellent value.

Active Membership is $500 per year and is for professionals who commit all or a portion of their time directly involved in economic development, or a related field.

Volunteer Membership is $125 per year and is defined as an elected or appointed individual that serves an economic development organization in an unpaid capacity.

Click on the link below to access the membership application form and **Join TEDC**.

Active Member [1]

Volunteer Member [2]

Source URL: https://texasedc.org/join-tedc

Links:
[1] https://tedc.memberclicks.net/index.php?option=com_mc&view=mc&mcid=form_145263
[2] https://tedc.memberclicks.net/index.php?option=com_mc&view=mc&mcid=form_145270

Attachment: TEDC Information (4438 : Texas Economic Development Council)

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

Meeting: 06/04/19 06:00 PM

Department: Administration
Category: LCDC Misc.

LCDC WORK SESSION (ID # 4463)

DOC ID: 4463

Subject: Work Session-Proposed New Programs and Other Changes

Background: The administration recommends holding a work session to review and discuss the following issues:

(1) the development & funding of a façade improvement grant program
(2) the adoption of a community development capital improvement program (CDCIP)
(3) amending the LCDC bylaws
(4) Local Gov. Code - Type B Officers

The administration is seeking feedback regarding these three issues.

The proposed downtown façade improvement grant program guidelines, the CDCIP, and the recommended changes to the LCDC bylaws are attached for your review.

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Downtown Liberty Façade Improvement Grant Program Guidelines

Preamble

The Liberty Community Development Corporation (LCDC) is committed to preserving and improving historic Downtown Liberty. LCDC is pleased to offer a façade improvement grant program to assist downtown businesses make exterior improvements to their property. This program is designed to improve aesthetic qualities and promote or develop business enterprises in Downtown Liberty.

Definitions

Downtown Liberty shall mean commercial business located between (1) Martin Luther King, Jr. Drive and Grand Ave and between (2) Milam St and Fannin St

Program Guidelines

- Businesses must submit an application for assistance to the Liberty Community Development Corporation prior to beginning any exterior work in order to be eligible for this grant program. Applications must include, at a minimum, a written description of the project, a list of proposed improvements, the estimated cost of the proposed improvements, and photos showing the current condition of the exterior.
- All work must start within one-hundred and twenty (120) days of an application being approved and must be complete within one (1) year
- Projects must have a *minimum estimated cost of $3,000* in order to be considered for the façade grant program
- All applications are reviewed on a *first-come first-served* basis and approved subject to the availability of funding
- All grant awards are approved on a case-by-case basis by the LCDC Board of Directors
- All businesses must comply with all applicable City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines

Maximum Award Grant

All downtown façade improvement grants are awarded on a *reimbursement basis* only. Commercial businesses may be eligible for a grant equal to 50% of the cost of façade improvements or renovations, up to an amount not to exceed $20,000. Reimbursements will not be dispersed until *after completion* of the project.

Eligibility

All businesses located within Downtown Liberty are eligible to participate in the façade improvement grant except the following:

- Businesses currently listed for sale
- Businesses that have received a façade improvement grant within the last four (4) years
- Businesses are that in arrears for property taxes or are in litigation with the City of Liberty
- Owners that sell their business within two (2) years of receiving a façade improvement grant will be required to repay their grant award
- Residential buildings are not eligible to participate in this program

Business owners who lease property, must have permission from the property owner to participate in the program.

Eligible and Ineligible Expenses

- Eligible expenses
  - Landscaping
  - Porches
  - Signage
  - Awnings or canopies
  - Windows
  - Storefront improvements including, but not limited to, painting or brick repair
  - Exterior Lighting
  - Parking Lot or Sidewalk Improvements
  - Professional or consulting fees associated with the façade renovation or improvement
- Ineligible expenses
  - Interior renovations
  - The purchase of equipment or machinery used in the business
  - Payroll expenses
  - New construction

FY2020 BUDGET: OCTOBER 1, 2019 – SEPTEMBER 30, 2020
LIBERTY COMMUNITY DEVELOPMENT CORPORATION
COMMUNITY DEVELOPMENT CAPITAL IMPROVEMENT PROGRAM

Article IV Section 5 of the Bylaws of the Liberty Community Development Corporation (LCDC) calls for the Board to develop a combined Community Development Capital Improvement Program (the "CDCIP"). The program shall be updated once a year to "ensure the plan is up to date with current community needs and is capable of meeting the City's community development needs."

The Bylaws further state that the Board shall conduct a public hearing prior to updating the CDCIP.

Projects for Consideration – Economic & Business Development ***Est. Construction Cost***

Development of Rail Spur

This project will provide for the purchase and/or development of a rail spur that could be used to assist industry in South Liberty County.

Development of Industrial Business Park

This project will provide for the development of a 200-500 acre Industrial business park within the City of Liberty. An industrial park will offer shovel-ready sites for companies looking at building and/or build-to-suit options. Industrial parks are fully served by utilities and internet and allow for the concentration of similarly situated light or heavy industrial operations that require large acreage.

Economic Development Strategic Plan

An economic development strategic plan will help the Liberty Community Development Corporation and the City of Liberty develop goals and priorities, target specific industries and plan for future growth related to economic growth and development.

Projects for Consideration – Community Development

Downtown - Master Plan

This project will provide for the commission of a downtown master plan that city staff and LCDC can use to guide business development and marketing in the downtown area.

Downtown - Sidewalk and Lighting Improvements *$100,000*

This project would provide for the design and construction of sidewalk improvements that are ADA complaint and lighting improvements in the downtown area.

Liberty Municipal Golf Course Driveway Rehabilitation *$30,000*

This project will provide for an asphalt overlay at the Liberty Municipal Golf Course driveway from the sign entrance to the parking lot.

Airport - Update Liberty Municipal Airport Development Plan

The City of Liberty, working in conjunction with the TxDot Aviation Division – hired Garver, LLC to complete an airport development plan (ADP) for the Liberty Municipal Airport. The final report of the ADP was delivered to city staff in August 2013. This project will update the ADP, which will provide for planned improvements to the airport, along with construction estimates for those improvements as well as potential state and federal funding sources for the improvements.

Airport – Runway Extension [1] *$131,000*

This project will provide for an extension of the runway at the Liberty Municipal Airport from 3,801 feet to 5,000 feet. Extending the airport to 5,000 feet will provide more opportunities for larger aircraft to utilize the airport.

Airport – Automatic Weather Observation System (AWOS) [2] *$50,000*

An AWOS provides weather observations that include air and dew point temperature, wind, air pressure, visibility, sky conditions, and precipitation. This data is captured minute-by-minute, 24 hours a day, to help pilots and flight dispatchers prepare and monitor weather forecasts, plan flight routes, and provide necessary information for takeoffs and landings.

Citywide Wayfinding Signage *$25,000*

This project will provide for the purchase and citywide installation of wayfinding signs for city landmarks and tourist attractions.

Expansion and Improvement of Fire Department Substation

In September 2011, LCDC awarded a bid to Target Contracting for construction of a three bay six-door Fire Department Substation. This project would expand the Fire Department Substation by adding restrooms, kitchen, sleeping and common areas, office space and other areas necessary to convert the Fire Department Substation into Fire Station #2.

Update Hotel Study *$12,000*

This project will provide an update to the 2012 Hotel Study. This study will be used to assist in the recruitment of an interior-corridor hotel to the City of Liberty.

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[1] Represents local match. 90/10 funding from TXDOT.
[2] Represents local match. 75/25 funding from TXDOT.

BYLAWS

OF THE

LIBERTY COMMUNITY DEVELOPMENT CORPORATION

ARTICLE 1
PURPOSE AND POWERS

SECTION 1. Registered Office and Registered Agent.

The LIBERTY COMMUNITY DEVELOPMENT CORPORATION (the "Corporation") shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act and State law. The registered agent for the Corporation shall be the General Manager ~~City Secretary~~, provided that the Board of Directors (the "Board"), from time to time, may change the registered agent and/or the address of the registered office, subject to City Council approval, provided further that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

SECTION 2. Purpose.

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the Articles the same to be accomplished on behalf of the City of Liberty, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended (the "Act"), other applicable laws, the City of Liberty Ordinance No. 864, including all permissible projects prescribed by the Act and to promote or develop expanded business enterprises, including drainage or related improvements and for maintenance and operating costs of the publicly owned and operated projects. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Treasury Department and Rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

SECTION 3. Powers.

In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all of the powers set forth and conferred in the Act, and in other applicable laws, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. Number and Term of Office

A. The property and affairs of the Corporation shall be managed and controlled by a Board and, subject to the restrictions imposed by law, by the Articles and these Bylaws, the Board shall exercise all of the powers of the Corporation.

B. The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council. Each of the directors shall be a resident of the City.

C. Four (4) members of the first Board shall serve terms of one (1) year and three (3) members shall serve terms of two (2) years. The respective terms of the initial directors shall be determined by the City Council. Thereafter, each successive member of the Board shall be appointed and serve for two (2) years of until a successor is appointed as hereinafter provided. *Four (4) directors shall be persons who are not employees, officers of the City, or members of the City Council. *(*LCDC Resolution No. 2011-3 changed this number from three directors to four directors.)*

SECTION 2. Vacancies and Resignations.

A. A vacancy in any position of director which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article II, Section ~~1~~ 2. A vacancy in the office of President or Vice President which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by election by The Board, from the remaining directors for the unexpired portion of the term of that office.

B. Any director may resign at any time. Such resignation shall be made in writing, and shall be delivered ~~addressed~~ to the Mayor or ~~and~~ the Board President ~~City Secretary~~, and shall take effect at the time specified therein, or if no time is specified, the resignation shall take effect immediately upon receipt by the Mayor or Board President. ~~at the time of its receipt by the City Secretary.~~

C. All vacancies of the Liberty Community Development Corporation Board of Directors shall be filled as follows: Nominations will be made by Council members or mayor, with a second required by a council remaining member or mayor for an applicant to be voted on by the City Council to fill the vacancy. A public voice vote by each of the City Council members present and mayor will be taken by the mayor of properly nominated and seconded applicants to fill the vacant position. If no properly nominated and seconded applicant received a majority vote on the first ballot, subsequent votes may be taken until a majority vote selects an applicant. *(*This section was added by LCDC Resolution No. 2011-9).*

SECTION 3. Meetings of Directors.

For meetings of the Board or committees, notice there of shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Local Government Code. Any member of the Board, officers of the Corporation or Mayor, may have an item placed on the agenda by delivering the same in writing to the Secretary of the Board no less than three (3) calendar days prior to the date of the Board meeting. Each agenda of a Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters. However, no official or formal action or vote may be taken on any comment made by citizens during Citizens Forum.

The annual meeting of the Board shall be on the ~~2nd~~ 3rd Tuesday in June of each year. ~~at 5:00 p.m.~~ ~~t~~The Board shall hold regular or ~~and~~ special meetings, in the corporate limits of the

City, at such place or places as the Board may from time to time determine, and in conformance with the Texas Open Meetings Act.

SECTION 4. Quorum.

A quorum is a majority of the Board (being not less than four (4) members), and shall be present for the conduct of the official business of the Corporation. The Act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by these Bylaws, policies/procedures of the Board, City Council resolution/ordinance, or State law.

SECTION 5. Conduct of Business.

A. At the meetings of the Board, matters pertaining to the business of the corporation shall be considered in accordance with the rules of procedures as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedure of the City Council shall be the rules of procedures for the Board.

B. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall exercise the powers of the President.

C. The Secretary of the Corporation shall act as Secretary of all meetings of the Corporation, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall keep minutes of the transactions of the Board and committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 6. Committees of the Board.

An official committee of the Board shall consist of two (2) or more directors. It is provided, however, that all final official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept or that purpose in the principal office of the Corporation.

SECTION 7. Compensation of Directors.

The directors, including the President and Vice President, shall not receive any salary or compensation for their service. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging, and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement.

ARTICLE III
OFFICERS

SECTION 1. Titles and Term of Office.

The President~~, and~~ Vice President, and Secretary shall be elected by the Board and shall serve a term of one (1) year. The respective terms of the initial President and Vice President shall be determined by the City Council. The President~~, and~~ Vice President, and Secretary shall continue to serve until their successors are appointed as provided in Article II, Section 1.

SECTION 2. Powers and Duties of the President.

The President shall be the chief executive officer of the Corporation, and shall, subject to the authority of the Board and paramount authority and approval of the City Council, preside at all meetings of the Board, and absent any different designation by a majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds, deed, assignments, mortgages, and notes in the name of the Corporation. In addition, the President shall:

A. call both regular and special meetings of the Board and establish the agenda for such;
B. have the right to vote on all matters coming before the Board;
C. have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board;
D. perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board, subject to approval by the City Council;

~~appear before the City Council on a periodic basis to give a report on the status of activities of the Corporation; and~~

~~appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Corporation.~~

SECTION 3. Vice President.

The Vice President shall exercise the powers of the President during that officer's absence or inability to act. The Vice President shall also perform other duties as from time to time may be assigned by the President of the Board.

SECTION 4. Attendance.

Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absentees shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant. In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall also be considered vacant.

SECTION 5. Conflict of Interest.

In the event that a director is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.

Any director shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director, in which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regarding to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Board is cause for dismissal from the Board by action of the City Council.

SECTION 6. Implied Duties.

The Corporation is authorized to do that which the Board deems desirable, subject to City Council approval, to accomplish any of the purposes or duties set out or alluded to in the Articles, these Bylaws, and in accordance with State law.

SECTION 7. Board's Relationship with the City.

In accordance with State law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 8 of these Bylaws.

SECTION 8. Contracts for Service.

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation, or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to devest the Board of its discretion and policy-making functions in discharging the duties herein set forth.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager , reasonable compensation to the City of such services, and (iii) that the performance of such services does not materially interfere with the other duties of such personnel of the City. ~~Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council.~~

ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

SECTION 1. General Manager.

The General Manager shall be the chief administrative officer of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation. The General Manager shall be an employee of the City.

The General Manager shall employ such full or part-time employees as needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 8 of these Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct and control the work as functionally appropriate, of such employees.

SECTION 2. Secretary.

The Secretary shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, shall give and serve all notices, shall sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents, and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and all in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary shall endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. ~~The Secretary shall be an employee of the City.~~

SECTION 3. Ex-Officio Members.

The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings. Ex-Officio members shall serve a term of one (1) year.

Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, the City Code of Ethics.

SECTION 4. Participation in Board Meetings.

The General Manager~~, Secretary~~, Mayor, ~~and~~ City Manager, and City Attorney (or their respective designees) shall have the right to take part in any discussion of the Board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

SECTION 5. Duties of the Board.

The Board shall develop a fiscal year budget and ~~combined~~ Community Development Capital Improvement Program (the "CDCIP"), including maintenance and operation costs thereof, for the City which shall include and set forth short and long term goals. ~~Such plan shall be approved by the City Council~~. The Board shall conduct a public hearing prior to the adoption of the fiscal year budget and CDCIP. The City Council shall approve the Corporation's fiscal year budget and CDCIP. ~~concerning both the adoption and required annual updates to the CDCIP. A legal notice shall be advertised as determined by the Board, at least three (3) days prior to the scheduled public hearing.~~

The Board shall review and update the CDCIP once a year to ensure the plan is up to date with current community needs and is capable of meeting the City's community development needs. The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for community development where such expenditures will have a benefit to the citizens of the City. ~~The Board shall make an annual report to the City Council including, but not limited to, the following:~~

~~A review of the accomplishments of the Board in the area of community development; and~~

~~The activities of the Board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to community development.~~

~~The required annual report shall be made to the City Council no later than December 1 of each year.~~

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association, or other entity on behalf of the Board.

SECTION 6. Components of the CDCIP.

The Board shall submit to the City Council for its approval, the CDCIP which shall include proposed methods and expected costs of implementation, and cost of operations and maintenance of the projects. The plan shall include both short and long term goals for the community development of the City.

SECTION 7. Annual Corporate Budget.

~~At least ninety (90) days prior to October 1, t~~The Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the Corporation shall commence on October 1 of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected operating expenses and such other budgetary information as shall be required by the City council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council. The Corporation's budget shall be subject to the same public notice and public hearing requirements as the Liberty City Council budget.

SECTION 8. Financial Books, records, and Audits.

The General Manager or his designee shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

SECTION 9. Debt, Deposit, & Investment of Corporate Funds.

All proceeds from the issuance of bonds, notes, or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing this Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council after review and comment by the City's bond counsel and financial advisor.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The General Manager shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of the General Manager and the Secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 7, of these Bylaws.

SECTION 10. Expenditures of Corporate Money.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of bonds and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

A. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolution, indentures, or other agreements submitted to and approved by the City Council.

B. Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.

C. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

SECTION 11. Contracts.

As provided herein, the President and Secretary shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. Seal.

The Board may obtain a corporate seal which shall bear the words "Corporate Seal of the Liberty Community Development Corporation" and the Board may thereafter use the corporate seal and corporate name; but these Bylaws shall not be construed to require the use of the corporation seal.

SECTION 2. Approval or Advice & Consent of the City Council.

To the extent that these Bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice, or consent by the City Council, such action, approval, advice, or consent shall be evidenced by a motion, resolution, or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 3. Indemnification of Director, Officers & Employees.

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law against any and all liability or expense, including attorney fees, incurred by any of such persons by reason or any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action, or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contribute to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

SECTION 4. Gifts.

The Board President or Vice-President may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Corporation.

SECTION 5. Conduct.

Each director, including the President, ~~and~~ Vice President, and Secretary, its officers, employees, and agents shall abide by and be subject to all rules of conduct as required by the City Charter and applicable state and federal laws.

SECTION 6. Amendments to Bylaws.

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of four (4) of the authorized directors serving on the Board, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed and adopted by motion, resolution, or ordinance duly reflected in the minutes of the City Council and, thereafter, duly noted to the Board.

SECTION 7. Dissolution of the Corporation.

Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Liberty.

SECTION 8. Applicability of City Charter, Policies, & Procedures.

The City Charter and all duly approved City policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies, or procedures are superseded by State law or not related to the functions of the Board. The Board has the prerogative, subject to approval by the city Council, to adopt other policies and procedures in addition to or in place of those of the City.

SECTION 9. Effective Date.

These Bylaws, having been approved by Ordinance No. 864 shall become effective upon the approval of such by the Board.

(b) Each director of a Type B corporation authorized to be created by a municipality with a population of less than 20,000 must:

(1) be a resident of the municipality;

(2) be a resident of the county in which the major part of the area of the municipality is located; or

(3) reside:

(A) within 10 miles of the municipality's boundaries; and

(B) in a county bordering the county in which most of the area of the municipality is located.

(c) Three directors of a Type B corporation must be persons who are not employees, officers, or members of the governing body of the authorizing municipality.

(d) Notwithstanding Subsections (a)-(c), if a municipality terminates a Type A corporation's existence and authorizes the creation of a Type B corporation, a person serving as a director of the Type A corporation at the time of termination may serve on the board of directors of the Type B corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.053. OFFICERS. The board of directors of a Type B corporation shall appoint:

(1) a president;

(2) a secretary; and

(3) other officers of the corporation the governing body of the authorizing municipality considers necessary.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.054. QUORUM. A majority of the entire membership of the board of directors of a Type B corporation is a quorum.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.055. LOCATION OF BOARD MEETINGS. (a) Except as provided by Subsection (b), the board of directors of a Type B corporation shall conduct all meetings within the boundaries of the authorizing municipality.