



The City of Liberty

Liberty Community Development Corporation

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

Meeting

April Gilliland
City Secretary
936-336-3684

~ Agenda ~

Thursday, July 21, 2022

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

A. ATTENDEE NAME	PRESENT	ABSENT	LATE	ARRIVED
President Barbara Norwood				
Vice-President Michael Dorsett Jr.				
Secretary Kathrine McCarty				
Board Member Mark Campbell				
Board Member Dan VanDeventer				
Board Member Marsha LaFour				
Board Member Betty Runkle				

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

Citizen Forum is reserved for members of the public who would like to address the LCDC Board regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Board may not deliberate or take any action during citizens' comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The LCDC Board of Directors may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. PRESENTATIONS / REPORTS

A. General Manager's Report -Topics include Facade Grant Program, Projects

B. Finance Report

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council 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. 06.21.2022 LCDC Minutes

V. REGULAR AGENDA

A. Regular Session

1. Consider awarding a grant to Cynthia Smith in the amount of \$1,300 related to the Business Façade Improvement Grant Program.
2. Consider awarding a grant to Timberline Products in the amount of \$30,000 for various utility upgrades.

B. Work Session

1. FY 2022 - 2023 Proposed LCDC Budget Work Session

VI. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 18th day of July, 2022 at 5:00 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.

April Gilliland

April Gilliland, 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 _____, _____.

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Council Meeting Date: July 21, 2022

Agenda Wording: General Manager's Report -Topics include Facade Grant Program, Projects

Department: Community Development

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 related to the Corporation's business.

- In the FY22 budget, the LCDC Board of Directors approved \$88,000 for the business facade grant program. Since that time, the board has approved six (6) grants: one to the Liberty County Chamber of Commerce (\$6,365.10), one to SwampSmoke, LLC (11,742.50), one to Tracy Williams (\$20,000), one to Milton Fregia (\$10,187.32), one to Frank Biehunko (\$5,192.50) and one to Brandon Smith (\$14,651.59). There is still \$19,860.99 available to fund additional grants. The program is available citywide.
- Recently Completed Projects
 - Firm Foundations Healthcare (2708 Jefferson Drive)
 - Tractor Supply (2337 N. Main)
- Projects Under Construction – New Construction and Additions
 - Sleep Inn Hotel – New Build (1023 N. Main)
 - Food Truck Park – New Build (1021 N Main)
 - Precinct 3 Annex – New Build (5301 Highway 146 N)
 - Sheriff's Office – New Build (5345 Highway 146 N)
 - Office Building – New Build (1811 Grand)
 - Liberty Municipal Golf Course – Restroom Installation (100 Magnolia Ridge)
 - KJ Chemical – Installation of detention pond, concrete pavement and industrial equipment (4003 Beaumont)
- Projects Under Construction - Renovations and Remodels
 - Tri-County Behavioral Health – Interior Remodel (2000 Panther Lane)
 - Lee College – Interior Remodel to include cosmetology lab (1715 Highway

146)

- Maxx Self-Storage - Buildout (1021 N Main)
- Swamp Smoke BBQ - Buildout (2200 MLK)
- The Liberty House – Interior & Exterior Remodel (2208 MLK)
- Pueblos – Interior Remodel (906 Main)
- Los Panchos - Interior Remodel (2315 Highway 90)
- Liberty Municipal Library – Roof and Skylight Repair (1710 Sam Houston)

- Upcoming Projects

- Bail Bonds Office (2317 Beaumont) – *Plans are currently under review*
- Cas Del Pablo (1110 Highway 90) – *Plans are currently under review*
- Lakeland Self-Storage (1609 Lakeland) – *Plans are currently under review by WCID#5*
- Shops at Liberty (2139 Highway 146 Bypass) – *Plans are currently under review*
- RV Park (700 Port Road) – *Plans are currently under review*

- On March 8, 2022, City Council awarded a contract to Mead & Hunt to perform a wildlife hazard site visit at the Liberty Municipal Airport. The contractor completed the field work and the City received the draft report on June 17th. After minor revisions, the City received the final report on June 29th.
- KSA has completed the final design of the pavement rehabilitation project at the Liberty Municipal Airport. TxDOT has issued the project engineer a notice to proceed with bidding. Funding for this project was approved by the Texas Transportation Commission on June 23. TxDOT expects to open bids in late August or early September.
- The staff has decided to put the t-hangar project on hold due to lack of funding for construction.
- The golf course officially closed on April 5, 2021 for renovations. The staff has received a “punch list” from the architect of final items that still need to be taken care of. All sprigging has been completed. All greens were sprigged on June 24. The tentative reopening date is scheduled for Tuesday, October 4 at 7am.
- On July 12, City Council awarded a bid to American Parking Control of Houston for the parking lot expansion project at the Liberty Municipal Golf Course.

Funding Source: N/A

Staff Recommendation: N/A

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Council Meeting Date: July 21, 2022

Agenda Wording: Finance Report

Department: Finance

Subject: Finance Report

Background: This agenda item affords the Assistant City Manager / CFO an opportunity to report on the financial activities and position of the Liberty Community Development Corporation, to include revenues, liabilities, assets, and other financial information.

Funding Source: n/a

Staff Recommendation: n/a

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2022

21 -LIBERTY COMM. DEV. CORP.

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	ALL REVENUE	1,306,885.00	101,952.18	751,022.58	57.47	555,862.42
	*** FUND TOTAL REVENUE ***	1,306,885.00	101,952.18	751,022.58	57.47	555,862.42
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	LIBERTY COMMUNITY DEV	1,346,885.00	28,622.62	539,719.18	40.07	807,165.82
		-----	-----	-----	-----	-----
	*** FUND TOTAL EXPENDITURES ***	1,346,885.00	28,622.62	539,719.18	40.07	807,165.82
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	(40,000.00)	73,329.56	211,303.40	528.26-	(251,303.40)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2022

21 -LIBERTY COMM. DEV. CORP.

REVENUE

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ALL REVENUE</u>						
321-0101	SALES TAX REVENUE	1,000,000.00	101,952.18	736,133.50	73.61	263,866.50
321-0110	INTEREST INCOME	16,500.00	0.00	14,889.08	90.24	1,610.92
321-2120	TRANSFER IN FROM FUND BALANCE	290,385.00	0.00	0.00	0.00	290,385.00
		-----	-----	-----	-----	-----
***	FUND TOTAL REVENUE ***	1,306,885.00	101,952.18	751,022.58	57.47	555,862.42
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: MAY 31ST, 2022

21 -LIBERTY COMM. DEV. CORP.

LIBERTY COMMUNITY DEV

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>3-CHARGES & SERVICES</u>						
421-307	MAINTENANCE WEBSITE	7,500.00	0.00	2,425.50	32.34	5,074.50
421-309	MARKETING & ADVERTISING	32,000.00	8,995.00	22,690.00	70.91	9,310.00
421-313	MISCELLANEOUS	12,500.00	0.00	0.00	0.00	12,500.00
421-314	TRAVEL & TRAINING	5,000.00	0.00	5,022.26	100.45	(22.26)
421-315	DUES & MEMBERSHIPS	1,500.00	0.00	792.50	52.83	707.50
421-319	LEGAL FEES	5,000.00	306.00	2,160.00	43.20	2,840.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		63,500.00	9,301.00	33,090.26	52.11	30,409.74
<u>4-OTHER</u>						
421-416	FIRE DEPARTMENT TANKER	35,850.00	2,987.37	23,898.96	66.66	11,951.04
421-423	BUSINESS INCENTIVES FACADE	88,000.00	16,334.25	51,973.71	59.06	36,026.29
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		123,850.00	19,321.62	75,872.67	61.26	47,977.33
<u>6-DEBT SERVICE</u>						
421-619	INTEREST SERIES 2014	105,000.00	0.00	45,756.25	43.58	59,243.75
421-620	PRINCIPAL SERIES 2014	135,000.00	0.00	145,000.00	107.41	(10,000.00)
421-621	ADMIN FEES SERIES 2014	750.00	0.00	0.00	0.00	750.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		240,750.00	0.00	190,756.25	79.23	49,993.75
<u>7-TRANSFERS</u>						
421-728	TRANSFER TO AIRPORT FUND	328,500.00	0.00	40,000.00	12.18	288,500.00
421-730	TRANSFER TO GENERAL FUND	171,100.00	0.00	0.00	0.00	171,100.00
421-732	TRANSFER TO GOLF COURSE	357,785.00	0.00	200,000.00	55.90	157,785.00
421-733	TRANSFER TO FLEET FUND	61,400.00	0.00	0.00	0.00	61,400.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		918,785.00	0.00	240,000.00	26.12	678,785.00
		-----	-----	-----	-----	-----
** DEPARTMENT TOTAL **		1,346,885.00	28,622.62	539,719.18	40.07	807,165.82
		=====	=====	=====	=====	=====
*** FUND TOTAL EXPENDITURES ***		1,346,885.00	28,622.62	539,719.18	40.07	807,165.82
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		(40,000.00)	73,329.56	211,303.40	0.00	(251,303.40)

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: MAY 31ST, 2022

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

ACCT#	ACCOUNT NAME	ANNUAL	CURRENT	Y-T-D	% OF	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
		=====	=====	=====	=====	=====

*** END OF REPORT ***

BALANCE SHEET

AS OF: MAY 31ST, 2022

21 -LIBERTY COMM. DEV. CORP.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
21-1-2110	CASH	2,697,124.66	
21-1-2199	DUE FROM GBG FOR SALES TAX	1,626.61	
21-1-2500	DUE FROM STATE	<u>180,636.05</u>	
			<u>2,879,387.32</u>
TOTAL ASSETS			2,879,387.32
=====			
LIABILITIES & EQUITY			
=====			
21-2-0198	DUE TO OTHER FUNDS	43,536.85	
21-2-0220	AP PENDING-POOLED CASH	913.75	
21-2-1111	ENCUMBRANCE	(769,455.70)	
21-2-1112	RESERVE FOR ENCUMBRANCE	769,455.70	
21-2-1113	PRIOR YEAR ENCUMBRANCE	269,273.70	
21-2-1114	PRIOR YEAR RESERVE ENCUMBRANCE	(269,273.70)	
21-2-2162	INTEREST PAYABLE	2,255.06	
21-2-2180	FUND BALANCE	<u>2,621,378.26</u>	
TOTAL LIABILITIES & EQUITY			<u>2,668,083.92</u>
TOTAL REVENUE		751,022.58	
TOTAL EXPENSES		<u>539,719.18</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		211,303.40	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>211,303.40</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,879,387.32
=====			



The City of Liberty
Liberty Community Development
Corporation

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

Annual / Regular Meeting

April Gilliland
City Secretary
936-336-3684

~ Minutes ~

Tuesday, June 21, 2022

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on June 21, 2022 in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 p.m. by Vice President Barbara Norwood.

A.

ATTENDEE NAME	PRESENT	ABSENT	LATE	ARRIVED
President Dennis Beasley		X		
Vice-President Barbara Norwood	X			
Secretary Kathrine McCarty	X			
Board Member Mark Campbell		X		
Board Member Dan VanDeventer	X			
Board Member Julie Hebert		X		
Board Member Michael Dorsett Jr.	X			
Board Member Marsha LaFour	X			
Board Member Betty Runkle	X			

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

Citizen Forum is reserved for members of the public who would like to address the LCDC Board regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Board may not deliberate or take any action during citizens' comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The LCDC Board of Directors may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

Vice President Norwood welcomed guests and visitors in attendance, opening the floor for public comment to those individuals wishing to address the board. There were no comments.

III. PRESENTATIONS / REPORTS

A. General Manager's Report -Topics include Facade Grant Program, Projects

General Manager Tom Warner reviewed the various projects:

- LCDC Budget
- Completed Projects
- Projects under construction
- Upcoming Projects
- Newly issued Certificate of Occupancy
- Golf Course

B. Finance Report

Assistant City Manager and CFO Naomi Herrington reported on the corporation's financials through April 30, 2022.

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council 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 motion was made by Secretary McCarty to approve all items on the consent agenda. The motion was seconded by Board Member Dorsett. The motion passed 4 to 0.

A. Minutes Approval

1. 05.17.2022 LCDC Minutes

V. REGULAR AGENDA

A. Regular Session

1. Oath of Office to be administered to appointed Board Members.

City Secretary April Gilliland issued the Oath of Office to re-appointed members of the LCDC Board of Directors: Barbara Norwood and Michael Dorsett and newly appointed members of the LCDC Board of Directors: Marsha LaFour and Betty Runkle.

2. Board of Directors to elect a President of the Liberty Community Development Corporation.

A motion was made by Board Member VanDeventer that Board Member Barbara Norwood be appointed to fill the position of LCDC President. The motion was seconded by Board Member McCarty. The motion passed 6 to 0.

3. Board of Directors to elect a Vice-President of the Liberty Community Development Corporation.

A motion was made by Board Member Runkle that Board Member Michael Dorsett be appointed to fill the position of LCDC Vice President. The motion was seconded by Board Member VanDeventer. The motion passed 6 to 0.

4. Board of Directors to elect a Secretary of the Liberty Community Development Corporation.

A motion was made by President Norwood that Board Member Kathrine McCarty be re-appointed to fill the position of LCDC Secretary. The motion was seconded by Vice President Dorsett. The motion passed 6 to 0.

5. Consider awarding a facade grant to Milton Fregia in the amount of \$1,350 related to

the Business Façade Improvement Grant Program.

Mr. Fregia owns the building located at 1399 N. Main and operates Fregia Insurance Services at that location. Mr. Fregia is requesting reimbursement for façade improvements pursuant to the Business Façade Grant Program. The Grant Program reimburses 50% of the cost of façade projects. Applicants are not reimbursed until after completion of the project. All permits must be pulled and approved by the City. Mr. Fregia is proposing to paint the remainder of his building and has received two bids for his proposed project:

Painting

- Cherry Meekins = \$2,700.00
- HHI Construction = \$4,975.00

Mr. Fregia has received three previous façade grants:

- March 15, 2022 - \$4,635.82 (Parking Lot Improvements & Exterior Lighting)
- April 19, 2022 - \$476.50 (Increase in Parking Lot Grant)
- May 17, 2022 - \$3,725.00 (Signage and Mural)

LCDC's proposed reimbursement is based on the lowest bid for each project. If approved, this would bring Mr. Fregia's total grant to \$10,187.32.

A motion was made by Vice President Dorsett to approve the Business Facade Grant in the amount of \$1,350 to Mr. Fregia. The motion was seconded by Secretary McCarty. The motion passed 6 to 0.

B. Executive Session

At 6:20 p.m., President Norwood closed the open meeting and opened the Executive Session as authorized by Title 5, Chapter 551 of the Texas Government Code.

1. Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.

- To discuss or deliberate regarding commercial or financial information received from a business prospect.

C. Reconvene into Regular Session

At 7:11 p.m., President Norwood closed the Executive Session and reconvened the open meeting.

1. Consider and take action, if any, on the item(s) as discussed in the Executive Session.
No action was taken.

VI. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, President Norwood adjourned the meeting at 7:12 p.m.

ATTEST:

Barbara Norwood, President

Kathrine McCarty, Secretary

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Council Meeting Date: July 21, 2022

Agenda Wording: Consider awarding a grant to Cynthia Smith in the amount of \$1,300 related to the Business Façade Improvement Grant Program.

Department: Community Development

Subject: LCDC Business Façade Improvement Grant Program

Background: Cynthia Smith owns the building located at 314 Main and operates The Liberty Gazette at that location. Ms. Smith is requesting reimbursement for façade improvements pursuant to the Business Façade Grant Program, which reimburses 50% of the cost of façade projects. Applicants are not reimbursed until after completion of the project.

Ms. Smith has received two bids for her proposed project:

Exterior Painting

- Brock Construction = \$4,285
- Omar Ortiz = \$2,600

Ms. Smith's application is attached for your review. LCDC's proposed reimbursement is based on the lowest bid for each project.

Funding Source: LCDC Operating Budget

Staff Recommendation: Approval of the grant

Commercial Business Façade Improvement Grant Program Application

Applicant Name: Cynthia Smith

Business Name: Aldebaran, Inc. dba Liberty Gazette

Business Address: 314 Main Street

Business Phone: 936-336-6416

Business Email: mail@libertygazette.com

Type of Working Being Completed (check all that apply):

☒ Façade Improvements (painting, brick repair, etc.)

☐ Landscaping

☐ Exterior Lighting

☐ Windows

☐ Doors

☐ Signage

☐ Awnings or Canopies

☐ Parking Lot

☐ Driveway

☐ Professional Services (architectural, etc.)

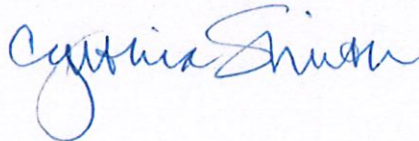
Total Estimated Cost of Proposed Improvements: \$2,600

Estimated Start Date: As soon as grant application approved

Estimated Completion Date: Two days after start

Please include the following documentation with your application:

1. A narrative description of the project
2. Current photos of the building exterior
3. At least two (2) quotes or bids received from contractors or vendors
4. Approval from property owner to participate in the program (if required)

Applicant Signature: 

Date: 7-13-22

Note: LCDC will only reimburse 50% of the total estimated project cost, up to an amount not to exceed \$20,000.

RETURN COMPLETED APPLICATION HERE:

Liberty Community Development Corporation
ATTN: Chris Jarmon, Assistant City Manager
1829 Sam Houston
Liberty, Texas 77575

PROJECT DESCRIPTION:

1. Prepare and repaint north side of building at 314 Main. Prepare and repaint area around front doors facing Main Street.
2. Take down old, nonfunctional Christmas lights at top of building.
3. Prepare and repaint steel beam over front doorway facing Main Street.
4. Remove old door covering at rear of building; replace and paint.

APPROVAL FROM PROPERTY OWNER

Xanthos Corporation owns the building at 314 Main and Aldebaran, Inc., is contracting for the work to be done on the building.

Cynthia Smith is owner of both of these corporations.









BROCK CONSTRUCTION



REMODELING &
NEW CONSTRUCTION
936-336-2658

Brock Construction
P.O. Box 3076
Liberty, Texas 77575

Fax 936-336-7000
brock.construction@yahoo.com

713-906-1364

Estimate

Number E1710

Date 7/13/2022

Bill To

THE LIBERTY GAZETTE
314 MAIN
LIBERTY, TX, 77575
CYNTHIA 936 336 6416

Ship To

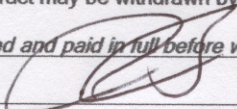
Description	Quantity/Hour	Price/Rate	Amount
CLEAN AND PAINT EXPOSED NORT SIDE OF BUILDING.			
BLEACH MILDEW STAINS ON BUILDING.			
HYDRO BLAST TO CLEAN AND REMOVE LOOSE PAINT.			
PAINT EXTERIOR OF BUILDING .			
SEAL AND PAINT RUSTED HEADER AT ENTRY WAY.			
			\$4,285.00

Total

\$4,285.00

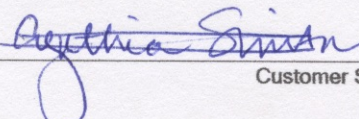
We agree to hereby furnish material and labor - complete in accordance with above specifications, for the total price listed. We will receive \$2,500.00 down as a deposit prior beginning and the remainder of the balance paid in full upon completion. If the undersigned fails to pay Brock Construction any amounts due under this contract within fifteen (15) days from the date of completion the Mechanic's Lien will not be released and the undersigned agrees to pay all costs of collection plus reasonable attorney's fee should the same be placed in the hands of an attorney for collection, along with eighteen percent (18%) simple interest on unpaid balance. Any and all change requests must be submitted in writing and acknowledged with signature by both the customer and Brock Construction. This contract may be withdrawn by us if not accepted within fourteen (14) days. Material and labor warranty for 12 months.

Note: Any and all change-orders MUST be signed and paid in full before work begins.


Authorized Signature

7-13-22
Date of Contract

Acceptance of Contract - The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.


Customer Signature

Date of Acceptance

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Council Meeting Date: July 21, 2022

Agenda Wording: Consider awarding a grant to Timberline Products in the amount of \$30,000 for various utility upgrades.

Department: Community Development

Subject: Utility Grant Award

Background: Timberline Products, which is located at 3020 Beaumont, has applied for grant assistance to help with water, gas and electrical upgrades. These upgrades are necessary to operate their antifreeze/glycol business.

Timberline Products is relocating their business from Coldspring to 3020 Beaumont in Liberty. They are proposing to invest \$700,000 in new equipment and hire up to twelve (12) employees

The utility grant program is modeled on the façade grant program in that grant awards are reimbursement only and are not paid until after the work has been completed.

Funding Source: LCDC Fund Balance

Staff Recommendation: Approval of the award

Commercial Business Utility and Interior Improvement Grant Program Application

Applicant Name: Mark Bateman

Business Name: Timberline Products Inc

Business Address: 3020 Beaumont Avenue, Liberty, TX 77575; Mail Only - PO Box 977, Coldspring, TX 77331

Business Phone: Cell: 281-622-0283; Office: 936-235-2047 Business Email: tari@timberlineproductsinc.com

Type of Working Being Completed (check all that apply):

INTERIOR IMPROVEMENTS

☐ Fire Safety Improvements (Fire Alarms, Exit Signs, Fire Extinguishers, Smoke Detectors, Vent Hoods, etc.)

☐ Plumbing Improvements (Hot Water Heater, Mop Sink, Grease Trap, Backflow Preventer, etc.)

☐ Asbestos Surveys

UTILITY IMPROVEMENTS

☒ Water Tap & Water Meter Upgrades

☐ Sewer Tap Upgrades

☒ Gas Meter Upgrades

☒ Transformer or Electrical Service Upgrades

☐ Utility Pole Relocation

Total Estimated Cost of Proposed Improvements: \$ 66,669.80

Estimated Start Date: started

Estimated Completion Date: 8/15/2022

Please include the following documentation with your application:

1. A narrative description of the project
2. A narrative description of the business
3. At least two (2) quotes or bids received from contractors or vendors (when applicable)
4. Approval from property owner to participate in the program (if required)

Applicant Signature:  Date: July 4, 2022

Note: LCDC will only reimburse 50% of interior improvements and 75% of utility improvements up to an amount not to exceed \$30,000.

RETURN COMPLETED APPLICATION HERE:

Liberty Community Development Corporation
ATTN: Chris Jarmon, Assistant City Manager
1829 Sam Houston
Liberty, Texas 77575



Liberty Community Development Corporation
Grant Application Program

RE: 3020 Beaumont Ave
Liberty, TX 77575

PROJECT DESCRIPTION

- 1) Build containment fields for all tanks.
- 2) Set processing equipment (3 Phase) capable of refining 2,000 gallons per day of crude glycols into refined glycols (including Glycerin) on West end of existing production building; equipment to include skid mounted distillation column, vacuum tank and cooling tower.
- 3) Add new 3 Phase power to West end of existing production building.
- 4) Extend existing 1 inch water line approximately 200 feet into West end of the production building to feed production equipment.
- 5) Extend existing 1 ½ inch gas line approximately 200 feet into West end of the production building to feed production equipment.
- 6) Set Centrifuge (3 Phase) designed to process 4,000 gallons per day of crude glycerin into refined glycerin.
- 7) Set antifreeze production line and bottling equipment in production building.
- 8) Bring multiple 240amp service lines approximately 150 feet from the existing service panel in the production building to the bottling equipment.
- 9) Add a new 2 inch water line (New Tap) from City water main to West end of the production building.
- 10) Add 2 inch gas line (New Tap) from City gas line.
- 11) Add second line of processing equipment (3 Phase) capable of refining an additional 2,000 gallons per day of crude glycols into refined glycols (including Glycerin).
- 12) Reroute existing storm drain from City sewer into drainage ditch. The grease trap that is in the line will be decommissioned.

-next page -

Shop: 3020 Beaumont Avenue – Liberty, TX 77575
Mailing: PO Box 977 – Coldspring, Texas 77331
Office: 936-235-2047 Fax: 936-235-2048



Liberty Community Development Corporation
Grant Application Program

RE: 3020 Beaumont Ave
Liberty, TX 77575

BUSINESS DESCRIPTION

Timberline Products Inc intends to utilize this location to be able to take the waste glycols from other applications and refine them into industrial or tech grade products. Through a combination of distillation, heat and centrifuge, excess water and impurities will be separated from the glycols. Most water will evaporate, with the remaining waste stream either being reused as energy for the boiler or stored for disposal. The purified glycols will be stored in tanks with appropriate containment provided. These products will be transported in bulk tanker trucks to industrial customers.

Timberline is moving the existing antifreeze production line to Liberty to produce and package antifreeze/coolant for resale. These products are currently transported by our own trucks to customers. We anticipate a limited amount of retail sales of products out of the office area.

There are four employees for the antifreeze/coolant production today, and we will be adding 1-3 more employees in the next 3 months. We anticipate that up to 12 more positions will be created once the glycol refinement systems are in full production.

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Office: 936-235-2047 Fax: 936-235-2048



CITY OF LIBERTY ELECTRIC DEPARTMENT

ELECTRICAL SERVICE UPGRADE COST

LOCATION: 3020 BEAUMONT ST

DATE OF COST: 5/23/2022

MATERIAL COST TOTAL: \$6,000.00

3- 75KVA POLE MOUNT TRANSFORMERS AND ASSEMBLY - \$2,000 EA

LABOR AND EQUIPMENT COST: \$1,200.00

1-SUPERVISOR - @ 4.0 HOURS

1-JOURNEYMAN LINEMAN - @ 4.0 HOURS

2-APPRENTICE - @ 4.0 HOURS

3 – EQUIPMENT – @ 4.0 HOURS

TOTAL ELECTRICAL SERVICE UPGRADE COST: \$7,200.00

DAMON JONES

CITY OF LIBERTY PUBLIC WORKS DIRECTOR

300.12

CITY OF LIBERTY
936-336-3684

REC#: 01677772 6/08/2022 3:47 PM
OPER: TL TERM: 021
REF#:

ACCT #: XXXX-XXXX-XXXX-9023
AUTH #: 174965
TRAN #: 000000062324
TYPE: PURCHASE
ENTRY MODE: MANUAL

TRAN: 300.1200 ELEC. NEW CONST.
ELECTRICAL SERVICE UPGRADE
3020 BMT
NEW CONSTRUCTION RE 7,200.00CR

TENDERED: 7,200.00 CREDIT CARD
APPLIED: 7,200.00-

CHANGE: 0.00



Dayton Electric Co., LLC

Heating • Air Conditioning • Electrical • Generators

936-258-2502

www.daytonelectricco.com

P. O. Box 996
Dayton, Texas 77535
Phone (936) 258-2502
Fax (936) 258-2502

PROPOSAL

April 1, 2022
2021 124322
TECL 17934
TACLB 18821C

Customer: Mark Bateman
Project: Electrical

Thank you for contacting us at Dayton Electric Co., LLC regarding your upcoming project and for the opportunity to provide a proposal. Attached is a Good Faith Quote (GFQ) based upon the information provided to us and collected from your Site. We have taken considerable time to ensure that we have provided you with a reasonable price while minimizing the need for extra charges. Please read through the document to ensure that the Scope of Work (SOW), Assumptions, and Notes accurately reflect your project.

Scope of Work:

3020 Beaumont Ave.

Install 400amp 3Ø 480/277v self-contained overhead City of Liberty service rack on northwest end of the building. Install 400amp panel board inside of Quonset Hut for 480v distribution for process equipment.

This includes City of Liberty Permit.

Customer may have associated cost from the City of Liberty for 480Y transformer bank.

Assumptions:

We are assuming there are no utilities to be crossed in the excavation, drilling, boring, of the road easement and no allowance for concrete replacement will be required.

We are assuming that you will not be requiring us to provide any special restoration services in the areas of work, (backfilling of trenches with removed material is standard).

We are assuming there is not excessive rock, roots, or related obstructions in the work area.

We are assuming we will not be responsible for locating or damage that may occur to any public /private utilities or facilities that are unmarked or unexposed prior to us arriving and or digging. If public / private utilities are located in our work areas, please hire the appropriate utility marking companies to and have all facilities located prior.

We are assuming that the onsite soil conditions do not exclude us from using standard excavation equipment that is in our possession (Trenchers, Mini Excavator, Pole Truck). As we have no allowance for outside rentals that may be required.



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Heating • Air Conditioning • Electrical • Generators

936-258-2502

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P. O. Box 996
Dayton, Texas 77535
Phone (936) 258-2502
Fax (936) 258-2502

PROPOSAL

April 1, 2022
2021 124322
TECL 17934
TACLB 18821C

Customer: Mark Bateman
Project: Electrical

We will not be responsible for locating or damage that may occur to any public/private utilities or facilities that are unmarked and unexposed prior to us arriving and or digging. If public/private utilities are located in our work areas please hire the appropriate utility marking companies, call 811, to and have all facilities located prior to commencement of work.

Miscellaneous Notes:

This GFQ is an estimate only; final price may change based upon any variance in the scope of work including but not limited to footage, material, and / or ground conditions.

We have no contingency / allowance in our proposal for unseen or unforeseen conditions and for anything not listed in the Scope of Work.

Any work delays or changes in the scope of work could result in extra charges. All change orders will be approved in writing via e-mail prior to beginning any work. Please note no overtime was included within this proposal. Electronic signatures of this GFQ are legal and contractually binding.

There may be unavoidable damage in our work areas, and we have no allowance for repairs.

Dayton Electric will provide all necessary equipment and QA personnel to perform the above-mentioned project safely and in a timely manner. We would like to thank you once more for allowing us to bid on this project and hope you will consider us on your future projects. Please feel free to give us a call if you should have any questions.

Good Faith Quote \$17,863.41

Acceptance

Name:

Signed: *Mark Bateman*

Date: 04/25/2022 19:59 UTC

Document Reference : 68d71f33-8b47-4483-8f29-5397c8ca2dc5
Document Title : Estimate
Document Region : Northern Virginia
Sender Name : Dayton Electric Co., LLC
Sender Email : office@daytonelectricco.com
Total Document Pages : 2
Secondary Security : Not Required
Participants

1. Mark Bateman (mrkbateman@yahoo.com)

Document History

Timestamp	Description
04/01/2022 16:31PM EDT	Document sent by Dayton Electric Co., LLC (office@daytonelectricco.com).
04/01/2022 16:31PM EDT	Email sent to Mark Bateman (mrkbateman@yahoo.com).
04/01/2022 16:31PM EDT	Email sent to Dayton Electric Co., LLC (office@daytonelectricco.com).
04/02/2022 07:39AM EDT	Document viewed by Mark Bateman (mrkbateman@yahoo.com). 199.30.122.42 Mozilla/5.0 (iPhone; CPU iPhone OS 15_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.3 Mobile/15E148 Safari/604.1
04/22/2022 11:34AM EDT	Document viewed by Mark Bateman (mrkbateman@yahoo.com). 73.232.186.188 Mozilla/5.0 (Linux; Android 9; SM-G955U) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.127 Mobile Safari/537.36
04/22/2022 20:19PM EDT	Document viewed by Mark Bateman (mrkbateman@yahoo.com). 199.30.122.42 Mozilla/5.0 (Linux; Android 9; SM-G955U) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.127 Mobile Safari/537.36
04/22/2022 20:20PM EDT	Document viewed by Mark Bateman (mrkbateman@yahoo.com). 199.30.122.42 Mozilla/5.0 (Linux; Android 9; SM-G955U) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.127 Mobile Safari/537.36
04/25/2022 15:56PM EDT	Document viewed by Mark Bateman (mrkbateman@yahoo.com). 199.30.122.42 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.88 Safari/537.36
04/25/2022 15:59PM EDT	Sender downloaded document.
04/25/2022 15:59PM EDT	Mark Bateman (mrkbateman@yahoo.com) has agreed to terms of service and to do business electronically with Dayton Electric Co., LLC (office@daytonelectricco.com). 199.30.122.42 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.88 Safari/537.36
04/25/2022 15:59PM EDT	Signed by Mark Bateman (mrkbateman@yahoo.com). 199.30.122.42 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/100.0.4896.88 Safari/537.36
04/25/2022 15:59PM EDT	Document copy sent to Mark Bateman (mrkbateman@yahoo.com).



Aberle Plumbing, LLC.
13141 Kinsman Rd.
Houston, TX 77049
Office: 281-458-5911
Fax: 281-458-4025

Invoice 22238387
Invoice Date 5/19/2022
Completed Date
Customer PO

Billing Address
 Bateman
 3020 Beaumont Avenue
 Liberty, TX 77575 USA

Job Address
 Bateman, Mark
 3020 Beaumont Avenue
 Liberty, TX 77575 USA

Description of Work

Water and gas line installation, inside warehouse building. Will require use of scissor lift inside building. Scope of work below.

Due to rising inflation costs. Price is only guaranteed for 15 days.

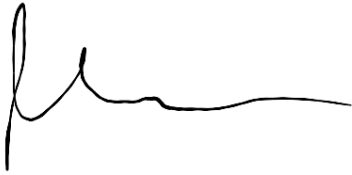
Task #	Description	Quantity	Your Price	Your Total
CPR-0.00.0000	Scope of work: Provide and install approximately 140' of 1" viega pex water pipe. Overhead installation with pipe hangers, 2 drops for hose bibs and connect outside the building to a 1" pvc pipe with a ball valve Provide and install approximately 140' of 1 1/2" black iron pipe. Overhead installation with pipe hangers, 1 Service drop with Ball valve, and will leave incoming line outside building (right at exterior wall) with closed ball valve, for Gas company supply line connection. Estimate include labor and material. Due to rising inflation costs. Price is only guaranteed for 15 days.	1.00	\$7,300.00	\$7,300.00
LF-130	Provide and Install Wall Mounted Utility Sink lavatory faucet 8 - 12" center. Includes a thorough check of all shutoffs under the sink, as well as connecting water supply lines. *Discounted Rate	1.00	\$576.39	\$576.39
VAF-100 (1)	1" Water main quarter turn valve Replacement. *Discounted Rate	1.00	\$380.00	\$380.00
CPR-1.25.0700 (1)	10 Ft of 2" Poly Gas line with 2" Risers. *Discounted Rate	1.00	\$1,650.00	\$1,650.00
WSS-130	Provide up to 15' of 1" PEX service line Water Main Service Line Outside. *Discounted Rate	1.00	\$750.00	\$750.00

Potential Savings \$1,611.11
Sub-Total \$10,656.39
Tax \$0.00
Total Due \$10,656.39
Balance Due \$10,656.39

Customer Service is our #1 focus.

If you are not completely satisfied for any reason, please call and ask to speak with the Customer Service Manager. Your feedback is very important to us.
 Thank you for choosing us for your service needs!

I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 billing charge is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the Terms and Conditions and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.
 I HEREBY AUTHORIZE YOU TO PROCEED WITH THE RECOMMENDED WORK TO BE PERFORMED.

A handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke at the end.

5/19/2022

I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth equal to \$10,656.39 is the total flat price I have agreed to.

A handwritten signature in black ink, featuring a series of loops and a long, sweeping horizontal stroke that curves upwards at the end.

5/19/2022



Proud
member
of the:



Dear Customer,

Thank you for calling us for your service needs. Your business is appreciated. Efficient, dependable service requires far more than just a technician, tools and parts. Quality service involves substantial investment of time, money and equipment. Unlike servicing a vehicle, we must travel to your door which involves truck mileage as well as the technician's travel time. Here are some of the items which contribute to superior service:

- ★ An experienced customer service representative to receive calls and get the facts.
- ★ A qualified dispatcher to relay calls to the nearest service technician and schedule stops for efficient operation.
- ★ A parts department with a large working inventory of back-up parts to eliminate costly delays in servicing your equipment.
- ★ Trucks with a large working inventory of parts plus expensive tools and test equipment for prompt repairs.
- ★ Trained service technicians to diagnose the problem quickly, make the repairs promptly and keep your costs reasonable.

We would appreciate hearing from you if you have any problems or suggestions.

Thank you for choosing us today!

TERMS AND CONDITIONS

RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, heating, air conditioning, electrical, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following:

- | | | | |
|--------------------------------|-------------------------------------|-------------------------------|-----------------------------------|
| 1. Improper or faulty plumbing | 4. Lines that are settled or broken | 7. Improperly charged systems | 10. Improper or faulty electrical |
| 2. Rusted or defective pipes | 5. Existing illegal conditions | 8. Faulty air movement | 11. Improper voltage by power |
| 3. Acids in the drain system | 6. Defective roofing | 9. Electrical defects | company |

RESPONSIBILITIES OF SELLER:

Seller shall do all work in a competent, workmanlike manner. Seller is not responsible for any existing illegal conditions.

LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty prior of ninety (90) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Defective conditions listed under the above "Responsibilities of Customer."
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or workmanship.
4. Mold development or mold detection of any kind.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOOD SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED."

PROTECTION OF CUSTOMER'S PROPERTY:

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets and other appurtenances to the residence or real property.

Seller shall not be held responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

ENTIRE AGREEMENT:

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. The agreement binds jointly and severally all signing as Customer, their heirs, representations, successors and assigns. Seller will not provide an itemized breakdown of materials and labor.

WARRANTIES, AND LIMITATIONS OF WARRANTIES:

No warranty, expressed or implied, is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract.

Nexstar™ is an association of independent service providers that have come together to share business best practices. Although Nexstar educates its members on how to meet professional standards and provide superior customer service, Nexstar is not an owner of its member's businesses and each member's business is independently owned and operated. Consequently, Nexstar makes no warranties or representations that the work described herein will be performed in accordance with Nexstar's professional standards.



Billing Address
Bateman
3020 Beaumont Avenue
Liberty, TX 77575 USA

Aberle Plumbing, LLC.
13141 Kinsman Rd.
Houston, TX 77049
Office: 281-458-5911
Fax: 281-458-4025

Estimate 22778547
Job 22742073
Estimate Date 6/15/2022
Customer PO

Job Address
Bateman, Mark
3020 Beaumont Avenue
Liberty, TX 77575 USA

Estimate Details

2" Gas, Water Line, and Storm Drain: Run new water and gas service supply lines from main city taps to back end of warehouse. Decommission old grease trap and run storm drain to nearest storm drain ditch.
Price Includes all labor and material.

Task #	Description	Quantity	Your Price	Your Total
CPR-0.00.0000	Scope of work: -Pull city of liberty Gas line permit. -Mark out dig area and call in 811 Line locators to mark out dig area. -Dig out approximately 110' trench line -Run approximately 110' of 2" poly gas service line. -Install two 2" gas risers for service line. -Pressurize line -Call in for city inspection -Backfill with existing dirt. -Clean up and haul away any trash and left over dirt.	1.00	\$9,250.00	\$9,250.00
CPR-1.25.0700 (3)	Scope of work: -Pull city of liberty water main supply line permit. -Mark out dig area and Call in 811 Line locators to mark out dig area -Dig out approximately 120' trench line -Run approximately 120' of 2" PVC Schedule 40 Pressure pipe and fittings. -Line will tee off at corner of building. We will leave a 2" Copper pipe riser stubbed out in with 2" ball valve shut off. -Line to continue to backside of building to with a 2" Copper pipe riser and 2" ball valve shut off. -Insulate rises -Call in for city inspection -Backfill with existing dirt. -Clean up and haul away any trash and left over dirt.	1.00	\$13,200.00	\$13,200.00
CPR-1.25.0700 (3)	Scope of Work: Pull and purchase city permit. -Expose line from storm drain to grease trap. -Cut off grease trap connection and cap off on both ends. -Backfill grease trap (Order fill dirt to backfill). -Run new drain for storm water drain to nearest storm drain ditch. -Install a catch basin at end of ditch to accommodate for lack of elevation (if needed). -Call in for city inspection. -Backfill with existing dirt. -Clean up and haul away trash.	1.00	\$8,500.00	\$8,500.00

Potential Savings	\$4,642.50
Sub-Total	\$30,950.00
Tax	\$0.00
Total	\$30,950.00
Est. Financing	\$436.40

Customer Service is our #1 focus.
If you are not completely satisfied for any reason, please call and ask to speak with the Customer Service Manager. Your feedback is very important to us.
Thank you for choosing us for your service needs!

I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you

to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 billing charge is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the Terms and Conditions and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.
I HEREBY AUTHORIZE YOU TO PROCEED WITH THE RECOMMENDED WORK TO BE PERFORMED.



Proud
member
of the:



Dear Customer,

Thank you for calling us for your service needs. Your business is appreciated. Efficient, dependable service requires far more than just a technician, tools and parts. Quality service involves substantial investment of time, money and equipment. Unlike servicing a vehicle, we must travel to your door which involves truck mileage as well as the technician's travel time. Here are some of the items which contribute to superior service:

- ★ An experienced customer service representative to receive calls and get the facts.
- ★ A qualified dispatcher to relay calls to the nearest service technician and schedule stops for efficient operation.
- ★ A parts department with a large working inventory of back-up parts to eliminate costly delays in servicing your equipment.
- ★ Trucks with a large working inventory of parts plus expensive tools and test equipment for prompt repairs.
- ★ Trained service technicians to diagnose the problem quickly, make the repairs promptly and keep your costs reasonable.

We would appreciate hearing from you if you have any problems or suggestions.

Thank you for choosing us today!

TERMS AND CONDITIONS

RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, heating, air conditioning, electrical, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following:

- | | | | |
|--------------------------------|-------------------------------------|-------------------------------|-----------------------------------|
| 1. Improper or faulty plumbing | 4. Lines that are settled or broken | 7. Improperly charged systems | 10. Improper or faulty electrical |
| 2. Rusted or defective pipes | 5. Existing illegal conditions | 8. Faulty air movement | 11. Improper voltage by power |
| 3. Acids in the drain system | 6. Defective roofing | 9. Electrical defects | company |

RESPONSIBILITIES OF SELLER:

Seller shall do all work in a competent, workmanlike manner. Seller is not responsible for any existing illegal conditions.

LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty prior of ninety (90) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Defective conditions listed under the above "Responsibilities of Customer."
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or workmanship.
4. Mold development or mold detection of any kind.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOOD SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED."

PROTECTION OF CUSTOMER'S PROPERTY:

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets and other appurtenances to the residence or real property.

Seller shall not be held responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

ENTIRE AGREEMENT:

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. The agreement binds jointly and severally all signing as Customer, their heirs, representations, successors and assigns. Seller will not provide an itemized breakdown of materials and labor.

WARRANTIES, AND LIMITATIONS OF WARRANTIES:

No warranty, expressed or implied, is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract.

Nexstar™ is an association of independent service providers that have come together to share business best practices. Although Nexstar educates its members on how to meet professional standards and provide superior customer service, Nexstar is not an owner of its member's businesses and each member's business is independently owned and operated. Consequently, Nexstar makes no warranties or representations that the work described herein will be performed in accordance with Nexstar's professional standards.

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Council Meeting Date: July 21, 2022

Agenda Wording: FY 2022 - 2023 Proposed LCDC Budget Work Session

Department: Finance

Subject: FY 202-2023 Proposed LCDC Budget Work Session

Background: Staff will begin presenting to the LCDC Board the proposed FY 2022 - 2023 LCDC Budget.

Funding Source: N/A/

Staff Recommendation: N/A.