



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 ~

Tuesday, March 21, 2023

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. Hear a presentation from "The Dwelling" regarding a proposed community garden to be located at 2522 Grand.**
- B. General Manager's Report**
- C. Finance Report**

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the Liberty Community Development Corporation 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. January 17, 2023

V. REGULAR AGENDA**A. Regular Session**

1. Consider awarding a grant to Sunny Patel in the amount of \$8,500 related to the Business Façade Improvement Grant Program.

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 17th day of March, 2023 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 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 Liberty Community Development Corporation 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

Meeting Date: March 21, 2023

Agenda Wording: Hear a presentation from "The Dwelling" regarding a proposed community garden to be located at 2522 Grand.

Department: Community Development

Subject: Community Development

Background: The Dwelling leases property at 2522 Grand. They plan to build a community garden on the property and offer gardening and healthy living classes to the public. The Dwelling has expressed interest in partnering with LCDC on the development of the community garden.

Funding Source: N/A

Staff Recommendation: N/A

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: March 21, 2023

Agenda Wording: General Manager's Report

Department: Community Development

Subject:

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.

- The Economic Development Strategic Plan proposals were opened on January 17, 2023. Four proposals were received. The staff is continuing to review the proposals.
- In the FY23 budget, the LCDC Board of Directors approved \$90,000 for the business facade grant program. No grant applications have been submitted yet.
- LCDC has three outstanding economic development agreements:
 - SwampSmoke, LLC (\$25,000) – Approved on 12/21/21
 - RKR Restaurants, LLC (\$65,000) – Approved on 2/15/22
 - KJ Chemical, LLC (\$30,000) – Approved on 1/17/23; Paid on 2/28/23
- Projects Under Construction – New Construction and Additions
 - Sleep Inn Hotel – New Build (1023 N. Main)
 - Food Truck Park – New Build (1019 N Main)
 - Office Building – New Build (1811 Grand)
 - KJ Chemical – Installation of detention pond, concrete pavement and industrial equipment (4003 Beaumont)
 - Bill's American Bail Bonds – New Office (2317 Beaumont)
 - By Faith Deliverance – New Build / Fellowship Hall (105 Virginia)
- Projects Under Construction – Renovations and Remodels
 - Pueblos – Interior Remodel (906 Main)
 - Liberty Municipal Library – Roof and Skylight Repair (1710 Sam Houston)
 - Lakeland Apartments – Convert commercial building into apartments (2704 N Main)
- Upcoming Projects

- Lakeland Self-Storage (1609 Lakeland) – *Plans are currently under review.*
 - RV Park (700 Port Road) – *Plans are currently under review*
 - PLC Office Expansion (4997 Hwy 146 N) – *Plans are currently under review*
 - New 7,650 sf Shopping Center (2214 N Main) – *Plans approved, permit not issued*
 - T-Mobile Store Interior Buildout (2139 Highway 146 N, Suite 700) – *Plans approved, permit not issued*
 - Wal-Mart Interior Remodel (2121 Highway 146 N) – *Plans approved, permit not issued*
- Liberty Lumberjaxe held their grand opening on Thursday, March 2nd.
 - Jump Street held their grand opening on Tuesday, March 14th.
 - The golf course officially closed on April 5, 2021 for renovations. All sprigging was completed as of June 24, 2022. Re-sprigging of fairways 4,5,6,7 and 8 was completed on September 15, 2022. The driving range and practice areas re-opened on Tuesday, October 4. The grand opening of the course is scheduled for Friday, May 5.
 - On Tuesday, November 8, City Council awarded a bid to Myron McDowell Construction for the T-Hangar Roof Replacement Project at the Liberty Municipal Airport. A notice to proceed (NTP) was issued to Myron McDowell Construction on Monday, January 23. Construction started on Monday, February 20 and finished on Thursday, March 9.
 - TxDOT has issued a notice to proceed (NTP) to the contractor (Gulf Coast) for the airport runway/taxiway pavement rehabilitation project. The project is allocated a total of 150 calendar days, with the runway estimated to be closed for 45 calendar days. The contract start date is Monday, February 20. This project is being managed by TxDOT Aviation.

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: March 21, 2023

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

BALANCE SHEET

AS OF: JANUARY 31ST, 2023

21 -LIBERTY COMM. DEV. CORP.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
21-1-0101	CLAIM- DUE TO POOLED CASH	(2,751.38)	
21-1-2110	CASH	2,046,783.31	
21-1-2199	DUE FROM GBG FOR SALES TAX	4,259.53	
21-1-2500	DUE FROM STATE	<u>180,636.05</u>	
			<u>2,228,927.51</u>
TOTAL ASSETS			2,228,927.51
=====			
LIABILITIES & EQUITY			
=====			
21-2-0220	AP PENDING-POOLED CASH	14,931.79	
21-2-1111	ENCUMBRANCE	(768,345.70)	
21-2-1112	RESERVE FOR ENCUMBRANCE	768,345.70	
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>2,483,248.33</u>	
TOTAL LIABILITIES & EQUITY			<u>2,500,435.18</u>
TOTAL REVENUE		417,874.35	
TOTAL EXPENSES		<u>689,382.02</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES			(271,507.67)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			(<u>271,507.67</u>)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,228,927.51
=====			

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2023

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	1,521,140.00	103,928.70	417,874.35	27.47	1,103,265.65
	*** FUND TOTAL REVENUE ***	1,521,140.00	103,928.70	417,874.35	27.47	1,103,265.65
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	LIBERTY COMMUNITY DEV	1,521,140.00	317,683.17	689,382.02	45.32	831,757.98
		-----	-----	-----	-----	-----
	*** FUND TOTAL EXPENDITURES ***	1,521,140.00	317,683.17	689,382.02	45.32	831,757.98
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	(213,754.47)	(271,507.67)	0.00	271,507.67
		=====	=====	=====	=====	=====

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2023

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	1,114,000.00	98,060.99	397,521.99	35.68	716,478.01
321-0110	INTEREST INCOME	16,500.00	5,867.71	20,352.36	123.35	(3,852.36)
321-2120	TRANSFER IN FROM FUND BALANCE	390,640.00	0.00	0.00	0.00	390,640.00
		-----	-----	-----	-----	-----
***	FUND TOTAL REVENUE ***	1,521,140.00	103,928.70	417,874.35	27.47	1,103,265.65
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: JANUARY 31ST, 2023

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	0.00	0.00	7,500.00
421-309	MARKETING & ADVERTISING	32,000.00	1,775.20	7,155.20	22.36	24,844.80
421-313	MISCELLANEOUS	7,215.00	0.00	0.00	0.00	7,215.00
421-314	TRAVEL & TRAINING	5,000.00	576.38	776.38	15.53	4,223.62
421-315	DUES & MEMBERSHIPS	1,500.00	0.00	0.00	0.00	1,500.00
421-319	LEGAL FEES	5,000.00	180.00	540.00	10.80	4,460.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		58,215.00	2,531.58	8,471.58	14.55	49,743.42
<u>4-OTHER</u>						
421-416	FIRE DEPARTMENT TANKER	335,640.00	0.00	335,758.85	100.04	(118.85)
421-423	BUSINESS INCENTIVES FACADE	90,000.00	14,651.59	14,651.59	16.28	75,348.41
421-424	ECONOMIC DEVELOPMENT PRIOR YR	90,000.00	0.00	30,000.00	33.33	60,000.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		515,640.00	14,651.59	380,410.44	73.77	135,229.56
<u>6-DEBT SERVICE</u>						
421-619	INTEREST SERIES 2014	83,275.00	0.00	0.00	0.00	83,275.00
421-620	PRINCIPAL SERIES 2014	150,000.00	0.00	0.00	0.00	150,000.00
421-621	ADMIN FEES SERIES 2014	750.00	500.00	500.00	66.67	250.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		234,025.00	500.00	500.00	0.21	233,525.00
<u>7-TRANSFERS</u>						
421-728	TRANSFER TO AIRPORT FUND	13,800.00	0.00	0.00	0.00	13,800.00
421-730	TRANSFER TO GENERAL FUND	200,000.00	0.00	0.00	0.00	200,000.00
421-732	TRANSFER TO GOLF COURSE	388,560.00	300,000.00	300,000.00	77.21	88,560.00
421-733	TRANSFER TO FLEET FUND	110,900.00	0.00	0.00	0.00	110,900.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		713,260.00	300,000.00	300,000.00	42.06	413,260.00
		-----	-----	-----	-----	-----
** DEPARTMENT TOTAL **		1,521,140.00	317,683.17	689,382.02	45.32	831,757.98
		=====	=====	=====	=====	=====
*** FUND TOTAL EXPENDITURES ***		1,521,140.00	317,683.17	689,382.02	45.32	831,757.98

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2023

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

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	(213,754.47)	(271,507.67)	0.00	271,507.67
		=====	=====	=====	=====	=====

*** END OF REPORT ***



The City of Liberty
Liberty Community Development
Corporation

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

April Gilliland
City Secretary
936-336-3684

Meeting

~ Minutes ~

Tuesday, January 17, 2023

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on January 17, 2023 in the City Council Chambers, 1829 Sam Houston Street, Liberty, Texas at 6:00 p.m. by President Barbara Norwood.

A.

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

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 the Economic Development Strategic Plan, Facade Grant Program, projects, golf course and airport.

Assistant City Manager Chris Jarmon gave the following updates:

- Economic Development Strategic Plan RFP
- Business Facade Grant
- New Construction Projects
- Renovations
- Upcoming Projects
- Popeyes

- Golf Course
- Airport

B. Finance Report

Assistant City Manager Chris Jarmon reported that the November 2022 reports were not ready due to technical issues with software and as soon as the issues were fixed, Assistant City Manager/CFO Naomi Herrington would get the reports out.

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 Board Secretary McCarty to approve all items on the consent agenda. The motion was seconded by Board Member LaFour. The motion passed 6 to 0.

A. Minutes Approval

1. December 20, 2022

V. REGULAR AGENDA

A. Regular Session

1. LCDC Board of Directors conduct a public hearing regarding the possible expenditure of funds.

At 6:07 p.m., President Norwood opened the Public Hearing regarding the expenditure of funds per 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. Economic development agreement with KJ Chemical
2. Creation of an economic development strategic plan

The Public Hearing was closed at 6:08 p.m. with no public comments made.

2. The LCDC Board consider and take action authorizing the General Manager to negotiate and execute an economic development agreement with KJ Chemical, LLC.

KJ Chemical plans to operate a chemical formulations facility at 4003 Beaumont. This is a new business in the City of Liberty. KJ Chemicals plans to hire twelve (12) employees and, according to the owner, these jobs will pay \$20 to \$50 per hour. KJ Chemical also plans to invest at least \$3,000,000 in land, new furniture, fixtures, equipment and utility upgrades. In return, LCDC will provide reimbursements for fire hydrant installations and utility upgrades in an amount not to exceed \$30,000. The work must be completed and invoices provided before any reimbursement is made. This project was previously discussed with LCDC on December 22, 2022 in an executive session. A motion was made by Board Member Campbell to approve the economic development agreement with KJ Chemical, LLC in an amount not to exceed \$30,000. The motion was seconded by Vice President Dorsett. The motion passed 6 to 0.

VI. ADJOURNMENT

A. Motion To: Adjourn

With no further business to discuss, President Norwood adjourned the meeting at 6:22 p.m.

Barbara Norwood, President

ATTEST:

Kathrine McCarty, Board Secretary

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: March 21, 2023

Agenda Wording: Consider awarding a grant to Sunny Patel in the amount of \$8,500 related to the Business Façade Improvement Grant Program.

Department: Community Development

Subject: LCDDC Business Façade Improvement Grant Program

Background: Mr. Sunny Patel owns Residents Suites Motel located at 2626 Highway 90. Mr. Patel is proposing to power wash and paint the exterior of the building. Mr. Patel 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.

Mr. Patel has received two bids for his proposed project:

Tinh Nguyen, Painting Professional of Katy = \$17,000
Pro Painting = \$23,500

Mr. Patel's application is attached for your review. LCDDC's proposed reimbursement is based on the lowest bid for each project.

Funding Source: LCDDC Operating Budget.

Staff Recommendation: staff recommends approval of the facade grant.

Commercial Business Façade Improvement Grant Program Application

Applicant Name: Narendra Patel

Business Name: Resident suites

Business Address: 2626 highway 90 Liberty tx 77575

Business Phone: 346 766 9813 Business Email: Patel.sanil@gmail.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: \$ 17,000

Estimated Start Date: ASAP

Estimated Completion Date: 3 weeks from approval

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: 2/2/23

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

Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made effective as of January 5th 2023 by Tinh Nguyen, Painting Professional of Katy (the "Contractor") and (the "Recipient") Sanil Patel of Resident Suites at 2626 Hwy 90 Liberty, Texas 77575 in this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning January 19th, 2023 (Or until further notice) the Contractor will provide the following services (collectively, the "Services"):

Scope of work: Exterior

Painting Professional of Katy will be painting the exterior body of Resident Suites, All areas of the hotel such as body, trims, and doors will be painted. Before we begin painting we will 1st start by pressure washing the exterior of the body to remove all dirt and grimes as well for any insects, (We will ensure as we pressure wash we will block any incoming and outgoing traffic) As water sets to dry we then will start to prep the exterior of hotel by covering sections of windows, electrical components, door handles, and parts of roofing, some areas will be covered with painters plastic and with brown masking paper so visibility will not be clear for some customers who intend to look out windows. We then will begin the process of painting the exterior hotel with a A-100 exterior acrylic 15 years Limited Warranty (Colors are decidable within customer) Once the body has been painted we then will begin with painting the trims and doors. Once the building has been fully painted we then will remove all tapes and plastic off prepped areas.

Materials: Approximately (40) gallons main body (25) gallons trims and doors

Brand: Sherwin-Williams A-100 exterior or Super Paint (Satin)

Exterior Prepping supplies: (1) box of painters plastic, (2) 9" paper roll, (6) Painter tape ½"

Days of Labor approx. 1 week

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

An initial fee of \$8500.00 will have to be received in order to buy materials that will be needed during the project such as paint, plastics, tapes etc. and \$7500.00 upon completion.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social

Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement shall terminate automatically once the job is completed.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of affecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

12. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

13. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

15. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

18. SIGNATORIES. This Agreement shall be signed by the “Recipient” and by Contractor-Tinh Nguyen, CEO on behalf of Painting Professional of Katy. This Agreement is effective as of the date first above written.

X _____(Recipient)

X Tinh T. Nguyen (Contractor)

PRO PAINTING

Invoice #:	
Invoice Date:	12-7-2022
Customer Name:	Residents sorts
Job Location:	Liberty TX

402.649.5936

103 S. 5th Street
Plainview, NE 68769

①	Power wash whole motel		
	front and back, top to bottom		
②	Power wash whole roof with		
	chemical to remove mold		
③	Remove and replace rotten		
	or warped wood on porch		
④	Repair areas where needed		
⑤	Caulk all areas where needed		
⑥	Prime all new wood and		
	bare areas with oil base primer		
⑦	Paint whole motel, trim and		
	gutters		
⑧	All materials Sherwin Williams		
	To be paid in full upon completion and satisfaction		
	All checks payable to Joseph Pearce		
		<i>Total</i>	23,500

Owner of property is not responsible
for any accidents, liability, or equipment.*

All areas to be painted always include pressure washing
and or scraping where needed FREE of CHARGE!



RESIDENTS
SERVICES

NIGHT WINDOW





2626



OFFICE

OFFICE HOURS: 9:00 AM - 5:00 PM
CASH ON HAND
FREE COPIES
NOTES & MEMOS
COMPUTER & INTERNET
FAXING
GUEST PARKING

TEXAS
CH3-G348

