



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, June 18, 2024

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 Betty Runkle				
	Board Member Craig Vansau				

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 - General Manager - Tom Warner, Topics include Business Facade Grant Program, Economic Development Agreements, Projects, Permits, Golf Course, Airport and Faux Real Trade Days.**
- B. 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. May 21, 2024

V. REGULAR AGENDA

A. Regular Session

1. Oath of Office to be administered to appointed Board Members.
2. Consider the appointment of a President for the Liberty Community Development Corporation (LCDC).
3. Consider the appointment of a Vice-President for the Liberty Community Development Corporation (LCDC).
4. Consider the appointment of a Secretary for the Liberty Community Development Corporation (LCDC).
5. Consider awarding a grant to Kesha Pickney (Divine Integrity) in the amount of \$3,925 related to the Utilities and Public Safety Grant Program.
6. Consider awarding a grant to Kesha Pickney (Divine Integrity) in the amount of \$20,000 related to the Facade Grant Program.
7. Consider awarding a grant to Frank Jordan in the amount of \$20,000 related to the Facade 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 14th day of June, 2024 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

Meeting Date: June 18, 2024

Agenda Wording: General Manager's Report - General Manager - Tom Warner, Topics include Business Facade Grant Program, Economic Development Agreements, Projects, Permits, Golf Course, Airport and Faux Real Trade Days.

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 FY24 Budget, the LCDC Board of Directors approved \$90,000 for the Business Facade Grant Program and \$25,806.50 has been spent so far (\$64,193.50 remains). Four grants have been approved to date:
 - ETEC Realty (116 McManus) - \$9,405 - PAID on 01-08-24
 - Abshire & Sons Bookkeeping (1315 N San Jacinto) - \$4,559 - PAID on 1-12-24
 - Health Center of Southeast Texas (1400 N Travis) - \$2,375 - PAID on 3-28-24
 - Fairlake Properties, LLC (4505 Sandune) - \$9,467
- One facade grant was approved in the prior fiscal year that has not yet been paid:
 - Resident Suites (2626 Highway 90) - \$8,500
- Completed Projects
 - Water Vending Machine - New Build (1001 N Main)
 - Liberty High School - Softball/Baseball Training Facility (2615 Jefferson)
- Projects Under Construction – New Construction and Additions
 - Popeyes - Re-Build (1710 US 90) - **Construction projected to start in mid June**
 - Liberty High School - Welding Pavilion (2615 Jefferson)
 - Fire Station No. 2 - New Build (119 Bowie)
 - Car Wash - New Build (2812 N Main)
 - Starbucks - New Build (1606 US 90)
 - Divine Integrity - Addition (1211 N Main)

- Projects Under Construction – Renovations and Remodels
 - Lakeland Apartments – Convert commercial buildings into apartments (2704 N Main)
 - Frank's Collision Repair (1625 Hwy 90)
- Infrastructure Projects
 - Liberty High School Drainage Improvements (2615 Jefferson)
- Upcoming Projects
 - New Life Church (2510 Jefferson) – *Plans are currently under review*
 - Freedom Church (422 US 90) – *Plans are currently under review*
 - RV Park (700 Port Road) – *Plans are currently under review*
 - Casa Del Pueblo (1110 Highway 90) – *Plans are currently under review*
 - Liberty ISD (2103 N Main) – *Plans are currently under review*
- The city has issued a residential addition permit for the following address: 6009 N Travis
- The city has issued a residential remodel permit for the following addresses: 501 Lamar, 1507 Hawthorne and 8002 N Travis.
- The city has issued permits for new manufactured homes at the following addresses: 503 Layl and 307 Ash.
- New enter and exit signs for the City Hall drive-thru have been installed.
- On May 28, 2024, City Council approved \$300,000 toward the construction of one 10-unit t-hangar at the airport and also ratified LCDC's expenditure of \$300,000 toward the construction of the t-hangars.
- Faux Real Trade Days is on June 21 – 23. All activities take place at the TVE Fairgrounds (321 FM 563).

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

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: APRIL 30TH, 2024

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		1,274,950.00	108,579.96	764,034.98	59.93	510,915.02
*** FUND TOTAL REVENUE ***		1,274,950.00	108,579.96	764,034.98	59.93	510,915.02
<u>EXPENDITURE SUMMARY</u>						
LIBERTY COMMUNITY DEV		1,274,950.00	30,357.85	106,228.29	8.33	1,168,721.71
*** FUND TOTAL EXPENDITURES ***		1,274,950.00	30,357.85	106,228.29	8.33	1,168,721.71
EXCESS REVENUES/EXPENDITURES		0.00	78,222.11	657,806.69	0.00	(657,806.69)

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

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	1,150,000.00	99,094.98	701,845.81	61.03	448,154.19
321-0110	INTEREST INCOME	50,000.00	9,484.98	62,189.17	124.38	(12,189.17)
321-2120	TRANSFER IN FROM FUND BALANCE	74,950.00	0.00	0.00	0.00	74,950.00
		-----	-----	-----	-----	-----
***	FUND TOTAL REVENUE ***	1,274,950.00	108,579.96	764,034.98	59.93	510,915.02
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: APRIL 30TH, 2024

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	3,706.45	3,814.87	50.86	3,685.13
421-309	MARKETING & ADVERTISING	32,000.00	142.74	18,798.25	58.74	13,201.75
421-311	OFFICE SUPPLIES	0.00	0.00	(1.26)	0.00	1.26
421-313	MISCELLANEOUS	6,880.00	0.00	4,759.90	69.18	2,120.10
421-314	TRAVEL & TRAINING	5,000.00	553.66	1,596.94	31.94	3,403.06
421-315	DUES & MEMBERSHIPS	1,500.00	0.00	300.00	20.00	1,200.00
421-319	LEGAL FEES	5,000.00	90.00	1,062.00	21.24	3,938.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		57,880.00	4,492.85	30,330.70	52.40	27,549.30
<u>4-OTHER</u>						
421-423	BUSINESS INCENTIVES FACADE	90,000.00	865.00	25,242.59	28.05	64,757.41
421-424	ECONOMIC DEVELOPMENT PRIOR YR	90,000.00	25,000.00	25,000.00	27.78	65,000.00
421-425	HWY 90 MEDIAN	85,000.00	0.00	0.00	0.00	85,000.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		265,000.00	25,865.00	50,242.59	18.96	214,757.41
<u>6-DEBT SERVICE</u>						
421-619	INTEREST SERIES 2014	78,320.00	0.00	0.00	0.00	78,320.00
421-620	PRINCIPAL SERIES 2014	155,000.00	0.00	0.00	0.00	155,000.00
421-621	ADMIN FEES SERIES 2014	750.00	0.00	1,050.00	140.00	(300.00)
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		234,070.00	0.00	1,050.00	0.45	233,020.00
<u>7-TRANSFERS</u>						
421-728	TRANSFER TO AIRPORT FUND	40,000.00	0.00	0.00	0.00	40,000.00
421-730	TRANSFER TO GENERAL FUND	200,000.00	0.00	0.00	0.00	200,000.00
421-732	TRANSFER TO GOLF COURSE	30,000.00	0.00	24,605.00	82.02	5,395.00
421-733	TRANSFER TO FLEET FUND	48,000.00	0.00	0.00	0.00	48,000.00
421-734	TRANSFER TO CAPITAL PROJECTS	400,000.00	0.00	0.00	0.00	400,000.00
		-----	-----	-----	-----	-----
** CATEGORY TOTAL **		718,000.00	0.00	24,605.00	3.43	693,395.00
		-----	-----	-----	-----	-----
** DEPARTMENT TOTAL **		1,274,950.00	30,357.85	106,228.29	8.33	1,168,721.71
		=====	=====	=====	=====	=====
*** FUND TOTAL EXPENDITURES ***		1,274,950.00	30,357.85	106,228.29	8.33	1,168,721.71

C I T Y O F L I B E R T Y
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2024

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	78,222.11	657,806.69	0.00	(657,806.69)
		=====	=====	=====	=====	=====

*** END OF REPORT ***

BALANCE SHEET

AS OF: APRIL 30TH, 2024

21 -LIBERTY COMM. DEV. CORP.

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
21-1-2110	CASH	2,990,122.52
21-1-2199	DUE FROM GBG FOR SALES TAX	1,874.53
21-1-2500	DUE FROM STATE	<u>203,244.28</u>
		<u>3,195,241.33</u>
TOTAL ASSETS		<u>3,195,241.33</u>
=====		
LIABILITIES & EQUITY		
=====		
21-2-0220	AP PENDING-POOLED CASH	18.07
21-2-1111	ENCUMBRANCE	(780,937.46)
21-2-1112	RESERVE FOR ENCUMBRANCE	780,937.46
21-2-1113	PRIOR YEAR ENCUMBRANCE	271,273.70
21-2-1114	PRIOR YEAR RESERVE ENCUMBRANCE	(271,273.70)
21-2-2162	INTEREST PAYABLE	2,255.06
21-2-2180	FUND BALANCE	<u>2,535,161.51</u>
TOTAL LIABILITIES & EQUITY		<u>2,537,434.64</u>
TOTAL REVENUE		764,034.98
TOTAL EXPENSES		<u>106,228.29</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		657,806.69
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>657,806.69</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>3,195,241.33</u>
=====		



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, May 21, 2024

6:00 PM

City Council Chambers

I. CALL TO ORDER

This meeting was called to order on May 21, 2024 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. Comments were made by Michael Ely, Linda Street-Ely, Dennis Cox, Kevin Sellers, and Jim Kubik in favor of the T-hanger project at the airport. Tracy Williams spoke against the T-hanger project at the airport.

III. PRESENTATIONS / REPORTS

A. **General Manager's Report - General Manager - Tom Warner, Topics include Business Facade Grant Program, Economic Development Agreements, Projects, Permits, Golf Course, Airport and Faux Real Trade Days.**

City Manager Tom Warner reported on the following updates:

- Business Facade Grant Program
- Economic Development Agreements
- Projects

- Permits
- Golf Course
- Airport
- Community Events

B. Finance Report

Assistant City Manager / CFO Naomi Herrington reported on the LCDC financials as of March 31, 2024.

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 Runkle. The motion passed 6 to 0.

A. Minutes Approval

1. April 16, 2024

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

1. LCDC Board of Directors consider the expenditure of funds for a Park Master Plan.

The City issued a Request for Proposal (RFP) for consulting services related to creating the Liberty's Park Master Plan. The purpose of the RFP is to assist the city in developing a Master Plan for the City's Parks, Recreational Areas and Open Spaces. The plan will serve as a guide for the development of parks, recreational facilities, and capital improvements to existing parks, programs and additional amenities. The plan will address not only current community needs but also account for additional growth and development expected in the City over the next ten years. The proposal shall also include suggested revisions to the city ordinance providing for park land dedication or payment of cash-in-lieu thereof as a condition of subdivision plat approval and payment of park development fees as a condition of building permit issuance to provide for necessary park development. The estimated cost to prepare the Park Master Plan is between \$80,000.00 to \$100,000.00.

A motion was made by Vice President Dorsett to approve the expenditure of funds for a Park Master Plan. The motion was seconded by Board Member Campbell. The motion passed 6 to 0.

2. LCDC Board of Directors consider approving \$300,000 toward the construction of one ten-unit nested t-hangar.

On December 19, 2023, the LCDC Board of Directors held a work session to review and discuss the potential funding of a ten-unit nested t-hangar at the airport. The project is estimated to cost \$2.2 million (which includes a \$200,000 contingency) with \$1.6 million available in state and federal funding. This leaves a balance of \$600,000 needed to fund the project. LCDC has expressed interest in funding \$300,000 with the expectation that the City Council will fund the remaining \$300,000.

On January 23, 2024, the LCDC Board of Directors held a public hearing on the possible

expenditure of funds for the construction of a ten-unit nested t-hangar.

Liberty's current t-hangars were constructed in 2012. As of December 13, 2023, over 45 people are on Liberty's waiting list for t-hangars.

If the t-hangars are approved for construction, the airport would generate additional revenue from t-hangar rental fees and fuel sales.

A motion was made by Board member Runkle to approve the expenditure of \$300,000 toward the construction of a ten-unit nested t-hangar. 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 6:55 p.m.

Barbara Norwood, President

ATTEST:

Kathrine McCarty, Board Secretary

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Oath of Office to be administered to appointed Board Members.

Department: Administration

Subject: Oath of Office

Background: The oath of Office will be administered to re-appointed Board Members Barbara Norwood, Michael Dorsett and Betty Runkle & newly appointed Board Member Craig Vansau.

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider the appointment of a President for the Liberty Community Development Corporation (LCDC).

Department: Community Development

Subject: Officer Appointments

Background: Article III, Section 1 of the Bylaws of the Liberty Community Development Corporation specifies that “The President, Vice President, and Secretary shall be elected by the Board and shall serve a term of one (1) year.”

Barbara Norwood currently serves as the Corporation’s President.

Funding Source: n/a

Staff Recommendation: Appoint a board member as President

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider the appointment of a Vice-President for the Liberty Community Development Corporation (LCDC).

Department: Community Development

Subject: Officer Appointments

Background: Article III, Section 1 of the Bylaws of the Liberty Community Development Corporation specifies that "The President, Vice President, and Secretary shall be elected by the Board and shall serve a term of one (1) year."

Michael Dorsett currently serves as the Corporation's Vice President

Funding Source: n/a

Staff Recommendation: Appoint a board member as Vice-President

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider the appointment of a Secretary for the Liberty Community Development Corporation (LCDC).

Department: Community Development

Subject: Officer Appointments

Background: Article III, Section 1 of the Bylaws of the Liberty Community Development Corporation specifies that “The President, Vice President, and Secretary shall be elected by the Board and shall serve a term of one (1) year.”

Kathrine McCarty currently serves as the Corporation’s Secretary.

Funding Source: n/a

Staff Recommendation: Appoint a board member as Secretary

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider awarding a grant to Kesha Pickney (Divine Integrity) in the amount of \$3,925 related to the Utilities and Public Safety Grant Program.

Department: Community Development

Subject: LCDC Business Utilities and Public Safety Grant

Background: Kesha Pickney owns the building that is located at 1211 N Main Street. Ms. Pickney operates a transitional living facility for girls out of the property. Ms. Pickney has outgrown the facility and is proposing to add approximately 1,000 square feet of space to the building. As part of that addition, Ms. Pickney is requesting reimbursement pursuant to the Utilities and Public Safety Grant program.

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

Gas Meter Upgrade

1 – CenterPoint (\$350)

Fire Sprinkler Extension

1 – VSC (\$7,500)

2 – New Age Security (\$11,667)

Ms. Pickney's application is attached for your review. LCDC's 50% reimbursement is based on the lowest bid for each project.

Funding Source: LCDC Operating Budget

Staff Recommendation: Staff recommends approval of the grant award.

Commercial Business Utilities and Public Safety Improvement Grant Program Application

Applicant Name: Kesha Pickney

Business Name: Divine Integrity Properties

Business Address: 1211 N MAIN St Liberty Tx 77575

Business Phone: 936-391-3947 Business Email: Kesha@divineintegrity1.com

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

UTILITY IMPROVEMENTS AND UPGRADES

☐ Water Tap & Water Meter Upgrades

☐ Sewer Tap Upgrades

☒ Gas Meter Upgrades

☒ Transformer or Electrical Service Upgrades

☒ Electrical Upgrades/Improvements for Business Expansion or Code Compliance

☐ Utility Pole Relocation

☐ Fire Hydrant Installation

INTERIOR SAFETY AND HEALTH IMPROVEMENTS

☒ Fire Safety Installations (Fire Alarms, Sprinkler Systems, Vent Hoods, etc.)

☐ Plumbing Installations (Grease Trap, Backflow Preventer, etc.)

☐ Asbestos Surveys

☐ Asbestos Removal

☐ Security Cameras

Total Estimated Cost of Proposed Improvements: \$ _____

Estimated Start Date: 5-1-24

Estimated Completion Date: 8-30-24

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: Kushe Pibney Date: _____

Note 1: LCDC will only reimburse 50% of interior improvements and 50% of utility improvements up to an amount not to exceed \$30,000.

Note 2: All electrical upgrades and/or improvements must be compliant with the 2023 National Electrical Code (NEC).

RETURN COMPLETED APPLICATION HERE:

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

1211 N Main St, Liberty, Tx 77575
713-670-7970
kesha@divineintegrity1.com

May 30, 2024

Dear Liberty Community Development Corporation (LCDC),

I have been advised to contact you regarding a Commercial business grant for a new property that I purchased on May 10, 2021. I have started working on this project and am now ready to make new improvements by adding square footage to expand the administrative department on the property. Based on my intensive market study, I estimate that I will need capital of \$30,000.00 for the Improvement Grant program; I purchased the property to start a transitional living program consisting of a 16-bed all-female facility. Youth ages can range from 7 to 18 years old, and we operate in a group home setting. Our transitional living program, which has been highly successful, provides the basic needs of housing, food, safety, and financial security by helping teens save money for their future while they develop and learn the basic independent life skills necessary to be independent and lead productive lives. Our transitional living program is considered a base service that is rendered along with a wide variety of other life skills services that we provide. We have accomplished our goal and now it's time to expand due to the high demand and to accommodate our growth by expanding the administrative department to function at our next level. Suppose I am granted the funds available to me to cover an improvement grant program to help businesses make interior and exterior improvements to the property. In that case, I would very much appreciate it if you would consider providing me with a young business entrepreneurial grant for the project. I have enclosed bid quotes from the contractor. I hope that you will see the potential in my planned business and support me in this endeavor.

Warm regards,

Kesha Pickney

Your Name

Kesha Pickney

Director

Kesha@divineintegrity1.com

Kesha Pickney

From: TX WOM Payment <TXWOMCPAY@centerpointenergy.com>
Sent: Thursday, April 4, 2024 3:05 PM
To: Kesha Pickney
Subject: METER UPGRADE/GENERATOR-1211 N MAIN ST LIBERTY, TX 77575-CA#12123981-8
Attachments: ONLINE PAY INSTRUCTIONS - GAS UPGRADE 2023.docx

Greetings,

We have received your request to upgrade your meter at **1211 N MAIN ST LIBERTY, TX 77575** due to a generator installation. With an upgrade, you will go from 4oz. regulator to a 2 lb. regulator. The cost to upgrade your meter is \$350. Please see attached instructions on how to make your payment online. Before you make your payment, please make sure the following items are completed:

- **You will need to have 2 regulators installed: 1 at the generator and 1 at the meter.**
- If you live in the city limits, make sure your inspection has been done and the permit has been reported to CenterPoint Energy. Your master plumber and/or installer can assist you with that.

Once all the above is done, you may make your payment.

We have created an account number for you to make your **one-time** payment of **\$350.00**, please **do not** make this payment on your gas account number. Please see online payment instructions for further assistance.

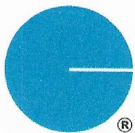
Account number – **12123981-8**

PAYMENT LINK: <https://myaccount.centerpointenergy.com/PublicView/PublicPageSignIn?GuestBillPay=true>

Please email me your confirmation number once payment has been made and provide a list of all gas appliances at the property.

If you do not receive a confirmation and the system errors out once, you have made your payment please do not re-process it for a second time. Please notify us in your email response and/or contact the office and we will verify if your payment posted.

Regards,



Reine Poaka

Associate Rep Quality Control Completion

CenterPoint Energy | Utility Quality

CenterPointEnergy.com



SCR# 2530760 ACR# 2531444

BID PROPOSAL

DATE: 5/10/2024

COMPANY: Divine Integrity

ATTENTION: Kesha Pickney

PROJECT: Divine Integrity
1211 N Main St – Liberty, TX

INCLUSIONS: Connect to the existing sprinkler system and install new mains and branch lines for addition. The price is based on the existing sprinkler main being no more than 50' from addition. Match existing materials. All necessary permits and drawings. Fire Marshal Inspections. **All work is to be performed during normal hours.**

Price is based on receipt of Auto-Cad files (at no cost) from the Architect and/or Engineer for the preparation of shop drawings.

EXCLUSIONS: *Pre-Action and/or FM-200 systems. Demo.* Painting and/or priming of piping.. Electrical/alarm wiring& associated hook-ups. other trades **Raising and/or relocating sprinkler pipe for other trades.** Composite clean-up (we will clean up our own identifiable scrap). High Pile Hazmat Documentation. Relocation of drains and/or inspectors test. Sales tax. Overtime.

ADDENDUM: None

BID PRICE: \$7,500

ADD/DEDUCT: None

SENT BY: Jerry Windt

TITLE: Estimator

P. O. Box 87728 | Houston, Texas 77287-7728 | 713-910-3242 | Fax 713-910-3780
2413 Gravel Dr |Forth Worth, TX 76118 | 972-338-9434

vscfire.com

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NEW AGE SECURITY CO., INC.

8118 Moonlight Forest Dr., Houston, TX 77088

Office (281) 591-6345 • Fax (281) 866-0145

Toll Free (844) 475-3160 • info@newagesecurityinc.com

CHARGES

☐ CUSTOMER TO PAY C.O.D

☐ AMOUNT BILLABLE TO CUSTOMER

Burglar Alarm License B-09529 ACR-2982 Fire Extinguisher ECR-1667551 Fire Sprinkler License SCR-G-2404044

QUOTE / INVOICE SHEET

Date <u>5/16/24</u>	Account #	Credit Score	Panel Type <u>Fire Add on Remote Add on</u>
Customer Name: <u>Divine Int'l</u>	Monthly Rate		M Q S A
Address: <u>1211 N. Main St. Liberty TX 77575</u>	Sales Rep <u>Ric</u>		

Additional or Updated Zone Description

ZONE	ZONE DESCRIPTION	ZONE	ZONE DESCRIPTION

	DESCRIPTION	QTY	PRICE PER UNIT	TOTAL
CONTROL	Panel-			
	Key Pad			
	Battery			
	Panic Switch			
MONITORING	Digital			
	Radio			
	Two-Way Voice			
PERIMETER	Door/Window Contact			
	Glass Break Sensor			
	Overhead Door Contact			
	Remotes			
SPACE DETECTION	Motion Detector			
	DualTech Motion Detector			
	Photoelectric Beams			
	Other			
SOUNDS	Siren			
	Strobe			
	Other			
FIRE EQUIPMENT	Fire Control			
	Pull Stations			
	Smoke Detectors			
	Heat Detectors			
	Strobe			
	Horn/Strobe			
	Water Flow Switch			
	Valve Tamper Switch			
	MONTHLY			
	TOTAL			

NOTES

Remote And Add on

Phase 1 \$13,220.93 -> \$9,220.93

LABOR/TRIP	HOURS	RATE	AMOUNT
TOTAL LABOR			

DESCRIPTION OF WORK

QTY	PARTS	UNIT PRICE	AMOUNT
1	Fire Alarm	\$11,667.86	\$11,667.86
1	Fire Sprinkler	INC	INC
1	Fire Extinguishers		
1	Fire Plans		
1	Sprinkler Plans		
1	Life Line Warraty	INC	INC
TECHNICIAN		TOTAL PARTS	\$11,667.86
		MONTHLY	\$84.99
Credit Card #		PROTECTION PLAN	INC.
Exp: Security Code:		TAX	INC.
Approval Code:		TOTAL	\$7,584.11
65% Start		AMOUNT COLLECTED	\$3,500.36
30% After Rush In		AMOUNT BILLABLE TO CUSTOMER	\$583.39
5% Final			

CUSTOMER ACKNOWLEDGES SERVICE IS COMPLETE

X For terms and conditions please refer to your Security Systems & Monitoring Agreement

License # B-09529 ACR-2982 Fire Extinguisher ECR-1667551

CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider awarding a grant to Kesha Pickney (Divine Integrity) in the amount of \$20,000 related to the Façade Grant Program.

Department: Community Development

Subject: LCDC Business Façade Grant Program

Background: Kesha Pickney owns the building that is located at 1211 N Main Street. Ms. Pickney operates a transitional living facility for girls out of the property. Ms. Pickney has outgrown the facility and is proposing to add approximately 1,000 square feet of space to the building. As part of that addition, Ms. Pickney is requesting reimbursement pursuant to the façade grant program.

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

Architectural

1 – MoGo Architects (\$8,200)

2 – Jmack Architects (\$5,000)

Construction

1 – BuildTechz Construction (\$117,619)

2 – Pick and Shovel Construction (\$114,945)

Ms. Pickney's application is attached for your review. LCDC's 50% reimbursement is based on the lowest bid for each project.

Funding Source: LCDC Operating Budget

Staff Recommendation: Staff recommends approval of the grant award.

Commercial Business Façade Improvement Grant Program Application

Applicant Name: Kesha Picknell

Business Name: DIVINE Integrity Properties

Business Address: 1211 N Main St Liberty Tx 77575

Business Phone: 936-391-3947 Business Email: Kesha @ DivineIntegrity1.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: \$ 180,000.00

Estimated Start Date: 5-30-24

Estimated Completion Date: 8-30-24

1211 N Main St, Liberty, Tx 77575

713-670-7970

kesha@divineintegrity1.com

May 30, 2024

Dear Liberty Community Development Corporation (LCDC),

I have been advised to contact you regarding a Façade Commercial business grant for a new property that I purchased on May 10, 2021. I have started working on this project and am now ready to make new improvements by adding square footage to expand the administrative department on the property. Based on my intensive market study, I estimate that I will need capital of \$20,000.00 for the Façad Improvement Grant program; I purchased the property to start a transitional living program consisting of a 16-bed all-female facility. Youth ages can range from 7 to 18 years old, and we operate in a group home setting. Our transitional living program, which has been highly successful, provides the basic needs of housing, food, safety, and financial security by helping teens save money for their future while they develop and learn the basic independent life skills necessary to be independent and lead productive lives. Our transitional living program is considered a base service that is rendered along with a wide variety of other life skills services that we provide. We have accomplished our goal and now it's time to expand due to the high demand and to accommodate our growth by expanding the administrative department to function at our next level. Suppose I am granted the funds available to me to cover a Façade Commercial improvement grant program to help businesses make interior and exterior improvements to the property. In that case, I would very much appreciate it if you would consider providing me with a young business entrepreneurial grant for the project. I have enclosed bid quotes from the contractor. I hope that you will see the potential in my planned business and support me in this endeavor.

Warm regards,

Kesha Pickney

Kesha Pickney

Director

Kesha@divineintegrity1.com



832-856-6688

mo.gowayed@mogoarch.com

PROPOSAL

February 7, 2024

Project: New building Additions
1211 N Main st. Liberty TX. ~1,100 s.f.

Scope: Provide Architectural, and MEP layout design. Submit permit drawings to Liberty City for permit approval.

Fee Breakdown:

Architectural drawings:	\$2,400.00
Civil Engineering:	\$3,800.00
MEP Design:	\$2,000.00
Total Fee:	\$8,200.00

To be paid as follows:

Retainer	= 50% = \$ 4,100.00
100% Permit Drawings	= 50% = \$ 4,100.00

Price does not include construction administration.

*Notes:

1. Preliminary design is complete when floor plans and Reflected Ceiling design is approved by owner.
2. A total of 3 design changes is included in above stated fee during preliminary design, additional changes will be charged @ \$85/hr.
3. Floor plan and/or elevations design changes by owner after preliminary design is completed will incur additional cost of \$85/hr.
4. 100% Const. Documents are complete when Complete Architectural, mechanical, electrical, plumbing is ready to submit for permits.
5. If drawing work included in above scope is stopped by the client for over 30 days. The percentage of drawings completed becomes immediately due.
6. The above fee includes City comment revisions for the above scope.

MoGo Architects, PLLC expects payment for work performed. If a collection agency or attorney is needed to collect on the account, the client will be liable to any arising costs to collect on the amount, including any and all court costs.

Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the dollar amount being equivalent to the architect's expected profit.



5353 West Alabama Street, Suite 695

Houston, Texas, 77056

Office: 713.524.9524

Fax: 713.583.9985

JMack Architects
5353 West Alabama Street, Suite 695
Houston, Texas 77056

4 April 2024

ATTN: Kesha Pickney
kesha@divineintegrity1.com

Dear Kesha Pickney:

RE: 1210 N. Main - Project # 424040

Thank you very much for inviting Jmack Architects to submit a proposal for design services for the above
aforementioned project.

With over 20 years of architectural experience and a history of residential and commercial projects, we are
confident we can create a project that is both functional and aesthetically pleasing.

We have reviewed your project requirements and attached our fee proposal for you review and approval.

We will call you to discuss the proposal. In the meantime, please do not hesitate to contact us with any questions
you may have concerning your project. Thank you again for considering JMack Architects.

Sincerely,

Jermain Mack, AIA

Enclosed: Cover letter
Proposal

D. Consultants

JMack Architects (JMA) will be appointed design Architect and will provide architectural design services along with structural engineering within the scope of services. The Client will commission input from all other consultants and provide all necessary information and surveys regarding the site.

E. Proposed Project Schedule

Work Stage	Duration
Design Development	TBD
Construction Documentation	TBD
Total Duration	TBD

This is just an estimate of time to finish the various stages of the work. Time may change based on other factors.

F. Remuneration

We propose an architectural/structural engineering design fee of **\$5,000.00** with expenses based on the services being provided. Please refer to Section H. for additional expenses. The stage payments is a percentage of **JMack Architects** fee will be as follows:

Work Stage	Stage Payment (%)	Payment Amount (\$)
Mobilization	50%	\$2,500.00
Construction Documentation	50%	\$2,500.00
Total	100%	\$5,000.00

Mobilization payment is due prior to commencement of services. **Stage payment for Construction Documentation is due at the time of delivery prior to permit submittal.** A late payment may be subjected to a penalty as stated in section I. Terms of Payment.

G. Hourly Charge-Out

The following hourly rates shall be used when a portion of the Architect's fee is to be charged on an hourly basis or if the Architect is requested to perform additional work. For fees based on an hourly rate the Architect will provide, when requested, time sheets to substantiate hours claimed.

Position	Hourly Rate
Architect	\$185.00
Designer	\$60.00

H. Expenses

Expenses are not included within the Architect's proposal and are to be reimbursed directly by the Client plus an additional 1.1% to cover administration and handling costs.

Expense costs to be reimbursed by the Client may include but are not limited to the following:
Permitting, printing, postage and packaging

General Terms and Conditions

A. Design Development / Detail Design

A.1 This stage involves developing the design to a level that will adequately explain the developed design and allow for submission to the relevant local authorities for planning consent.

A2. Services:

- Record the Client's agreement to proceed with this stage of the work
- Record the Client's agreement to submit the application to the appropriate authorities where required
- Arrange, attend and record pre-application meetings with authorities, other consultants and other relevant parties
- Confirm local statutory requirements and regulations
- Prepare appropriate drawings and outline specifications for submission to planning authority
- Assist Client in the coordination of other consultants
- Assist Client with planning/building application process

B. Construction Documents / Production Information

B.1 This stage involves the preparation of drawings and specifications to allow the project to go out to tender.

B.2 Services:

- Record the Client's agreement to proceed with this stage of the work
- Coordinate and integrate the work of others
- Prepare drawings including plans, elevations, sections, details and schedules as required to enable the project to go out to tender
- Prepare drawings including plans, elevations, sections, details and schedules as required to enable statutory approval to construct the project
- Prepare specifications in accordance with the drawings and the Client's requirements
- Provide recommendations to the Client on the preferred method of building contractor selection

C. Additional Services

C.1 Any additional services not stated in section **C. Project Scope** of this proposal.

Quote



Bill To

Ms. Kesha Pickney
1211 N. Main St.
Liberty, Texas 77575
(713) 670-7970

BuildTechz Construction

1795 N Fry Road, #262
Katy, TX 77449
Phone: (281) 862-8777
Email: accounting@buildtechz.com
Fax: (844) 272-2910
Web: www.buildtechz.com

Payment terms Due upon receipt
Invoice # 14998
Date 05/16/2024

Description	Rate	Quantity	Total
Divine Integrity Addition	\$169.00	1,051	\$177,619.00
1. Site work Remove existing soil and back fill with select fill soil 12 inches			
2. Foundation Set forms for 30x39 concrete slab dig footings to 2ft in depth install rebar to be #4			
3. Framing Frame walls and roof dry in and install roofing to match existing and windows			
4. Electrical Run all necessary wiring plugs switches,AC and install panel box			
5. HVAC Install condenser and evaporator and furnace to be gas and run gas line for furnace install all duct work			
6. Sheetrock and insulation Install wall insulation R 13 Install attic insulation Install Sheetrock tape,float, texture			
7. Siding Install siding and soffit to be hardie plank caulk and paint			
8. Interior doors Install interior doors and trim and two exterior doors to include hardware			

Contractor (BuildTechz)

Customer (Client)

WHEREAS, the Owner is the legal owner of the real property as listed on this invoice/contract, where the remodeling project is to be undertaken;

WHEREAS, the Owner desires to proceed with the renovation of a project on the Work Site and is seeking the services of a Contractor, identified as BuildTechz Construction, to carry out such remodeling work under the terms and conditions set forth herein;

WHEREAS, the Contractor is a qualified construction professional willing to provide the necessary labor, materials, and expertise to complete the construction project in accordance with the Owner's specifications indicated under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF WORK: Contractor to construct and/or install the home improvements at the Owner(s)' Premises as seen and agreed to on this invoice (attach plans and specifications, as applicable).

Contractor shall furnish all the labor and materials for such work. The Owner shall furnish adequate utilities necessary for the performance of this Contract, and shall be responsible for all utility charges that may be incurred. The Owner shall furnish any necessary surveys or record plats for the purpose of determining property lines and building setbacks, as may be required.

2. WORKSITE:

The project shall be constructed, repaired or renovated on the property of Owner located at: As listed on this invoice/contract!

SOIL CONDITIONS: The contractor shall have no responsibility for the condition of the soils at the Work Site. Any excavation, filling, or other work required by the Owner other than the usual and customary excavation and grading shall be an additional expense of the Owner. The owner shall determine before construction begins if additional site work is required because of the soil conditions at the Work Site and shall provide the Contractor with written specifications as to such additional site work. The contractor shall not be responsible for any damages suffered by the Owner as a result of the soil conditions at the Work Site.

3. PERMITS: The contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government; the cost thereof shall be an expense of the Project.

4. INSURANCE:

4.1 INSURANCE – RISK OF LOSS

During the course of this Contract:

(a) The Owner or Contractor has the option to obtain and be responsible for the cost of Builder's Risk fire and extended coverage insurance upon the work in progress. If contractor acquires a Builder's Risk policy, cost of policy will be added to the contract cost on a separate line item. In the event of a covered casualty loss, all proceeds of this insurance shall be utilized for payment of repair or replacement costs for covered Premises damage. The Owner(s) shall be responsible for payment of repair and replacement costs in the amount of the deductible, and for any

A "pricing request" is defined as a cost inquiry concerning an individual component, product, service, or variation thereof, made in contemplation of an allowance selection or a change order. All pricing requests shall be made in writing, dated, and signed by the Owner(s). The Owner(s) shall be entitled to make pricing requests for contemplated allowance selections.

9. COMPENSATION:

Owner agrees to pay Contractor the sum as shown on the invoice for performing the services set forth in the scope of the work.

Contractor shall be paid as follows:

Deposit-

Upon execution of this Contract, the Owner(s) shall pay to the Contractor a Deposit in the amount equal to 50% of the Contract price, unless another deposit amount is agreed upon. The Contractor shall be entitled to apply the Deposit as follows: toward payment of all labor performed, and payment of all installed or non-returnable materials, for the first stage of the project (fifty percent of completion).

Progress Payments:

In addition to the Deposit, the Owner(s) shall pay to the Contractor progress payments based in accordance with the following schedule. A billing statement shall be provided by the Contractor to the Owner(s) on the last day of the schedule period, or as soon thereafter as reasonably possible. Payment shall be made by the Owner(s) within 7 days from the date of billing.

Payment schedule based on the start of a stage of construction:

40 % to be paid 1/2 (stage of construction)

10 % to be paid upon completion (stage of construction)

*Note - Payment schedule may be revised if agreed upon by contractor and client.

*Note - The lender or insurance company may impose a differing schedule based on its requirements; however, Contractor may oppose the lender's or insurance contractor's schedule due to it not being financially feasible to Contractor.

10. SAFETY: The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all reasonable safety precautions and provide all reasonable protection to prevent damage, injury, or loss to all employees and Subcontractors at the work site and all other persons affected by the Work, all materials and equipment in the care and custody of the Contractor or Subcontractor, all Work, and all property at the work site.

ACCESS - SITE VISITS - INTERFERENCE WITH SUBCONTRACTORS

The Owner shall grant free access to the premises for the Contractor and workers at all reasonable times, and shall supply such keys as are necessary for their admittance. Contractor shall not permit the general public or other unauthorized persons to have access to the premises, and shall take reasonable steps to secure the premises from trespassers at such times as Contractor or workers are away from the site. The Owner(s) shall be solely responsible for removing, securing, or protecting personal property, inside and outside, including, but not limited to carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor and workers shall take reasonable precautions to avoid damage to fixtures, landscaping, and appurtenances at the premises that may occur by reason of their access and work activities. However, Contractor shall not be liable for any damage to the premises caused by third parties.

Owner should allow reasonable and agreed upon access to the jobsite, not delay the Contractor's progress, not to interfere with the Contractor's means and methods, and expect to pay for extra work or claims, through no fault of the Contractor, as they arise.

12.4 TERMINATION BY OWNER: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or materially breaches this Contract, the Owner may, after 3 days' provide written notice to the Contractor, and without prejudice to any other remedy Owner may have, Owner may terminate this contract if the contractor fails to correct the default or to perform the work in default.

12.5 Upon termination, the Contractor shall promptly cease all work and shall, if requested by the Owner, return all project-related documents, materials, and property to the Owner.

12.6 In the event of termination for cause, the terminating party shall have the right to pursue any remedies available at law or in equity in accordance with this agreement.

12.7 In the event of termination for convenience, the parties shall work cooperatively to conclude any remaining matters, including the settlement of accounts and the orderly transition of responsibilities.

12.8 SURVIVAL OF OBLIGATIONS: The termination of this Agreement, for any reason, shall not relieve the parties of any obligations that, by their nature, should survive termination, including but not limited to those related to warranties, indemnification, and dispute resolution.

13. WARRANTY: Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in the material are not warranted by the Contractor. The contractor hereby assigns to the Owner all warranties on materials as provided by the manufacturer thereof. Contractor cannot be held responsible for normal wear and tear, weather related damages, or owner's negligence.

14. DISPUTE RESOLUTION:

14.1 MEDIATION: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any dispute regarding its interpretation, performance, breach, or termination, the parties agree to first attempt to resolve the dispute through mediation. The mediation shall be conducted in accordance with the rules and procedures of a recognized mediation service agreed upon by the parties. If the parties cannot agree on a mediator, the American Arbitration Association (AAA) shall appoint one. Each party shall bear its own costs associated with the mediation, and the parties shall equally share the mediator's fees unless otherwise agreed.

14.2 ARBITRATION: If the dispute is not resolved through mediation within [Specify Mediation Period] days from the initiation of the mediation process, or if either party elects not to participate in mediation, the dispute shall be subject to binding arbitration in accordance with the rules and procedures of a recognized arbitration service, such as the AAA, as determined by mutual agreement of the parties or as designated by a court of competent jurisdiction. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with the arbitration.

15. CONFIDENTIALITY; For the purposes of this Agreement, "Confidential Information" shall include all non-public, proprietary, or confidential information disclosed by one party (the

17. **BINDING EFFECT:** The contractor shall not assign this contract. The provisions of the contract bind the parties, the heirs, successors, or assignees of the parties.

18. **SPECIAL/MISCELLANEOUS PROVISION:** Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Contract, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent Addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of the law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance, or enforcement of this Agreement.

19. DELAY

19.1 All of the Work will be completed and ready for final payment by the date specified in this Agreement.

19.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine.

20. **WAIVERS:** No failure to enforce any provision of the contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.

21. MECHANICS LIENS

The Contractor shall promptly pay all workers, subcontractors, and material suppliers that furnish any labor, materials or equipment for the work performed on the Premises. If requested by the Owner(s), or if required by law, the Contractor shall obtain lien waivers or releases from all subcontractors and material suppliers, and deliver the lien waivers or releases to the requesting party or mandated recipient.

If owner fails to pay final invoice per terms of the contract, contractor may send owner a payment demand letter; if owner fails to pay contractor within 10 days of the payment demand letter, contractor may file an Affidavit of Lien.

22. **SEVERABILITY:** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

23. NOTICES:

Any notice or other document required or permitted to be delivered under this Contract may be given by first class mail, or may be hand delivered to any of the authorized individuals as listed on the contract/invoice.

Electronic transmissions and faxes- Electronic signatures :

Rehab Proposal

Pick and Shovel Construction;

Pick the Best and Shovel the Rest!

P.O. Box 11785, Houston, TX 77293
Phone 281-932-9224 Contact
pickenshovel@aol.com

DATE: MAY 30, 24

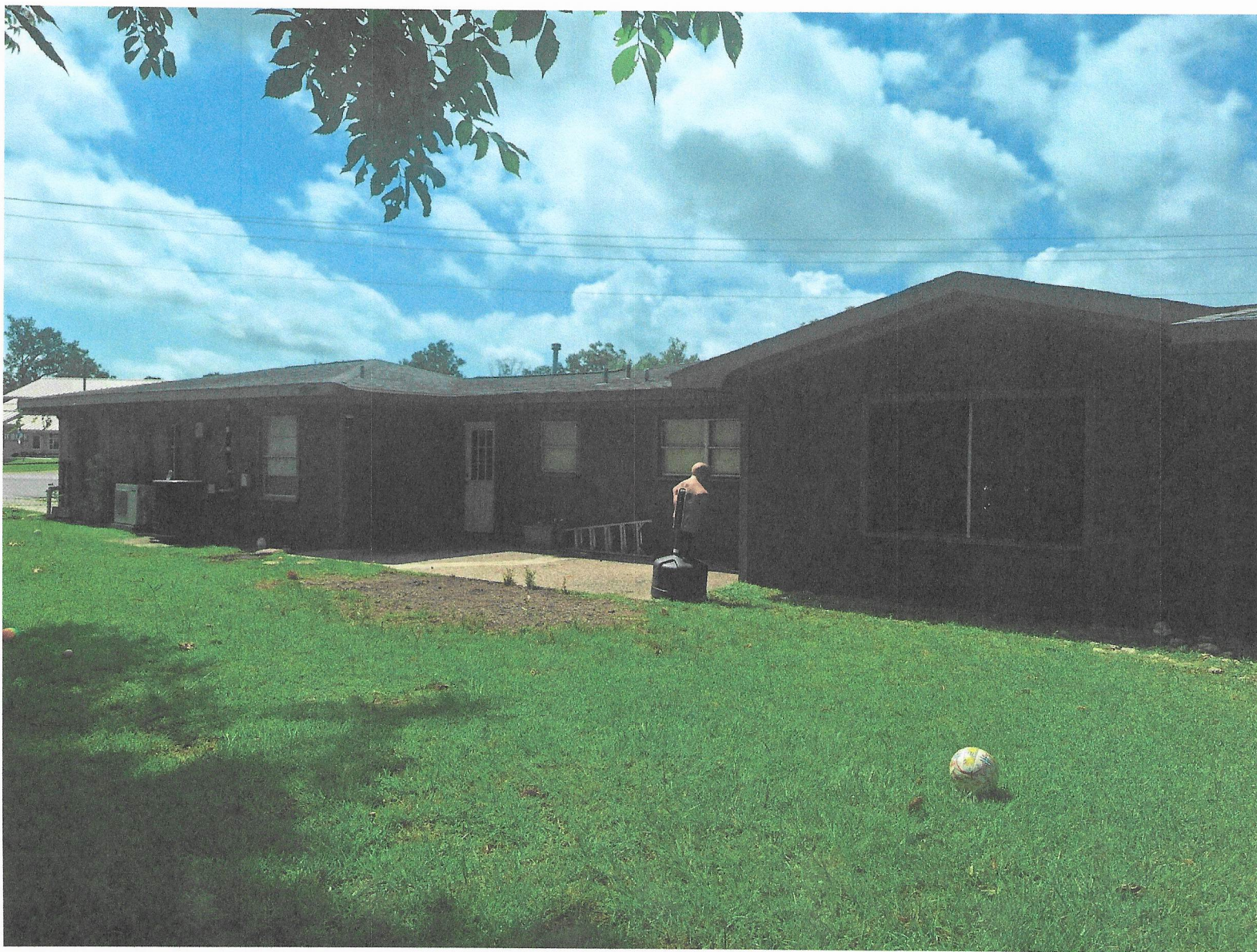
Attn: Kesha Pickney

CLIENT: **Divine Integrity Properties LLC**
1211 N Main St
Liberty, Texas 77575
Contact: (713) 670-7970
Customer ID: 123-57577

Work Scope:
Custom:
Building:
Excavation:
Misc:

PROJECT SCOPE	MULITI-FAMILY-DWELLING	PROJECT CODE
Interior & Exterior Rehab	Addition	Reference Code: 77575-4444

QTY	ITEM #	DESCRIPTION	UNIT PRICE	ESTIMATED REHAB COST	LINE TOTAL
1	121	Site Work	Flat Rate	\$5,000.00	
1	101	Foundation	Fragments	\$28,750.00	
1	002	Framing	"Painting"	\$18,950.00	
1	021	Electrical	Flat Rate	\$6,000.00	
1	031	HVAC	Units	\$8,845.00	
1	120	Sheetrock and Insulation	Flat Rate	\$12,500.00	
1	121	Siding	Flat Rate	\$10,900.00	
1	001	Interior doors	Flat Rate	\$4,500.00	
1	125	Interior paint	Flat Rate	\$5,500.00	
1	100	Flooring	Flat Rate	\$8,500.00	
1	004	Lighting	Flat Rate	\$5,500.00	
Pick and Shovel Construction P.O. Box 11785 Houston, Texas 77293 (281) 932-9224 pickenshovel@aol.com pickandshovelconstruction.com				<u>Total</u>	\$114,945.00

















CITY OF LIBERTY

Liberty Community Development Corporation Agenda Item Form

Meeting Date: June 18, 2024

Agenda Wording: Consider awarding a grant to Frank Jordan in the amount of \$20,000 related to the Facade Grant Program.

Department: Community Development

Subject: LCDC Business Façade Grant Program

Background: Frank Jordan owns the building that is located at 538 Main Street. Mr. Jordan leases the property to three commercial tenants. Mr. Jordan is proposing to repair the building and to correct structural deficiencies. Mr. Jordan is requesting reimbursement pursuant to the façade grant program.

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

- 1 – Brickology (\$63,922)
- 2 – Crosslin Construction, LP (\$93,000)

Mr. Jordan's application is attached for your review. LCDC's 50% reimbursement is based on the lowest bid for each project.

Funding Source: LCDC Operating Budget

Staff Recommendation: Staff recommends approval of the grant award.

Connie Jordan

To: cjarmon@cityofliberty.org
Subject: Facade Grant Program Application

To: Liberty Economic and Community Development
Attn: Chris Jarmon, Assistant City Manager

Re: Commercial Business Façade Improvement Grant Program Application
LCDC \$20,000 grant out of \$63,922 Project Total
Location: 538 Main Street, Liberty, TX, CAD Property ID 55992 – Old Post Office Building (constructed 1938)
7.945 sq ft, 86 year old masonry building on .4591 acres. Inner Blk 20, Lot 1, Tr 1

Grant Applicant: Frank & Connie Jordan, 2001 N Travis, Liberty, TX 77575

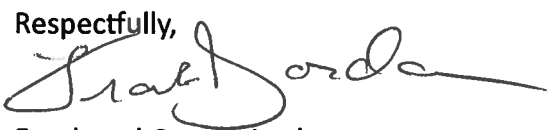
We are asking for consideration of an LCDC Grant for Façade Improvement of the above-mentioned historical property. The building is currently leased to three commercial tenants. The building has been well maintained throughout the 86 year building existence, including when operating as the U.S. Post Office for the City of Liberty, but it is now in need of major repairs due to the following evaluation by construction professionals.

Assessment of failed lentils on the front façade indicate an immediate need of replacement on the building fronting on Main Street. These failed lentils are composed of hewn natural stone. Over the decades, the lentils have failed due to weather and natural aging to the point of now requiring replacement to maintain construction integrity. This repair is needed to maintain adequate strength capabilities to be used in a long spanning loadbearing application present on this historic Old Post Office Building. A gap is present and visible between the stone lentils and the façade pieces above them. The gap in between the stone has over time allowed an angle iron support to rust thoroughly through and allow the façade pieces to drop and compound on each other, causing the middle piece to sustain severe damage and to chip & bulge.

Demo and reconstruction of the problematic areas need to be performed from the top down replacing all compromised and deteriorated material to original specifications. New lentils will be composed of wet cast stone with steel rebar. New façade pieces will be constructed of a dry cast stone. Two bids have been obtained and repairs can begin within days and completed with a projection of four weeks, weather permitting.

The lower bid, projected cost of \$63,922 to replace 9 façade pieces and 3 stone lentils with other work as described is our selected contractor.

We respectfully request consideration of an LCDC Grant in the amount of \$20,000 as a "Commercial Business Façade Improvement Grant". I have attached photos and bids of the scope of work.

Respectfully,

Frank and Connie Jordan

Commercial Business Façade Improvement Grant Program Application

Applicant Name: FRANK JORDAN

Business Name: Old Post Office Bldg (1938)

Business Address: 538 Main

Business Phone: 936-346-1609 Business Email: cjordan@NSC24.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

☐ Dumpster Enclosures

☐ Professional Services (architectural, etc.)

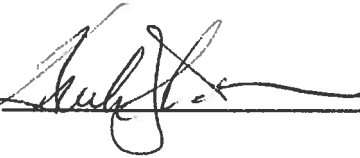
Total Estimated Cost of Proposed Improvements: \$63,922

Estimated Start Date: 6/20/24 weather permitting

Estimated Completion Date: 4 weeks

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: 5/31/24

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
cjarmon@cityofliberty.org

ESTIMATE

Brickology Jesse Young
2210 Dristone Dr
Kingwood, TX 77339

jesseyoung81@icloud.com
+1 (817) 937-2772
brick-ology.com



Frank and Connie Jordan

Bill to

Frank and Connie Jordan

Ship to

Frank and Connie Jordan

1st Bid
2 pages

Estimate details

Estimate no.: 1044

Estimate date: 04/15/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Assessment of failed lentils on Liberty US postal building. Hewn natural stone lentils did not have adequate strength/PSI capabilities to be used in a long spanning loadbearing application. Dropping of the lentils overtime caused a gap to be formed in between the stone lentil and the facade pieces above the lentil. The gap in between stones allowed an angle iron support lintel, of the facade stones, to rust thoroughly through and allow the facade pieces to drop and compound on each other, causing the middle piece to sustain severe PSI, causing the middle piece to chip, bulge and heave. Demo and reconstruction of the problematic areas should be performed from the top down replacing all compromised and deteriorated materials to originals specifications. New stone lentil should be compromised of a wet cast stone reinforced with steel rebar. New facade pieces would be constructed of a dry cast stone and not natural stone.			\$0.00
2.		Cast Stone	Replace 9 facade pieces and 3 lintel pieces. \$59,500.00	1		\$59,500.00

Total

\$59,500.00

ESTIMATE

Brickology Jesse Young
2210 Dristone Dr
Kingwood, TX 77339

jesseyoung81@icloud.com
+1 (817) 937-2772
brick-ology.com



Frank and Connie Jordan
Bill to
Frank and Connie Jordan

Ship to
Frank and Connie Jordan

Estimate details

Estimate no.: 1047
Estimate date: 04/24/2024

Page 2

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Paint ✓	2 coats of latitude Sherman William's paint on cast stone facade of the building. Paint trim and both sections of face concrete to the left and right of stairs.	1	\$2,190.00	\$2,190.00
2.		Paint ✓	Sanding and repainting of 4 hand rails and 2 light poles. Black in color	1	\$2,232.00	\$2,232.00

Total

\$4,422.00

59,500.00

✓ \$63,922.00

Crosslin Construction LP

13 Falling Leaf Ct.
Friendswood, Texas 77546
832-723-0591

June 4, 2024

2nd Bid

To Whom It May Concern

RE: Old Post Office Building Façade Repair Proposal

Dear Mr.,

Attached is an estimate of construction costs on the improvements to the builder located at 538 Main Street, Liberty, Texas. This estimate is based on our previous discussions. This estimate will be accurate if no changes are made. Also included is a List of Work To Be Completed.

The total proposed price is \$93,000.00. Any costs that exceed the scope of this project will be priced before installation and due upon completion of that extra work.

All work completed by builder has a one year warranty on all materials and labor.
THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

I look forward to the opportunity to work for you. Should you have any questions, I can be reached at the above phone number.

Sincerely,



Don W. Crosslin,
DWC Construction LLC

DWC:gc
Attachments

LIST OF WORK TO BE COMPLETED

EXTERIOR FAÇADE

- Remove existing stone façade
- Install new custom panels to match existing as close as possible.
Panels are Approximately 67" High x 35" Wide x 4-1/2" Deep
- Sandblast new panels to match existing as close as possible.
- Install new Custom window headers to match existing as close as possible.
Headers are Approximately 5" High x 5" Deep. Approximately 20 lineal feet.
- Install Flat frieze over the windows to match existing as close as possible.
Frieze is approximately 10" High x 13-1/2" Deep. Approximately 29 lineal feet.
- Install custom cornice to match existing as close as possible.
Cornice is approximately 6-1/2" High x 6-1/2" Deep. Approximately 29 lineal feet.
- Includes Shipping and Off Loading to Liberty Texas
- Includes shop drawings/site visits/ and stenciling.
- Turn around time begins after all drawings have been approved.
- Shipping charges are subject to change without notice.
- Remove and reset two (2) handrails. Sandblast and paint to match existing as close as possible.
- Remove and reset two (2) exterior lights and poles. Sandblast and paint to match existing as close as possible.
- Paint new stone façade to match existing as close as possible.
- Provide all insurance to complete job.
- Provide all permits to complete job.
- Protect existing site as needed during construction.
- Clean up and haul off all trash and debris related to construction.

page 2



9 upper sections and 3 lentils to be replaced on front façade of building

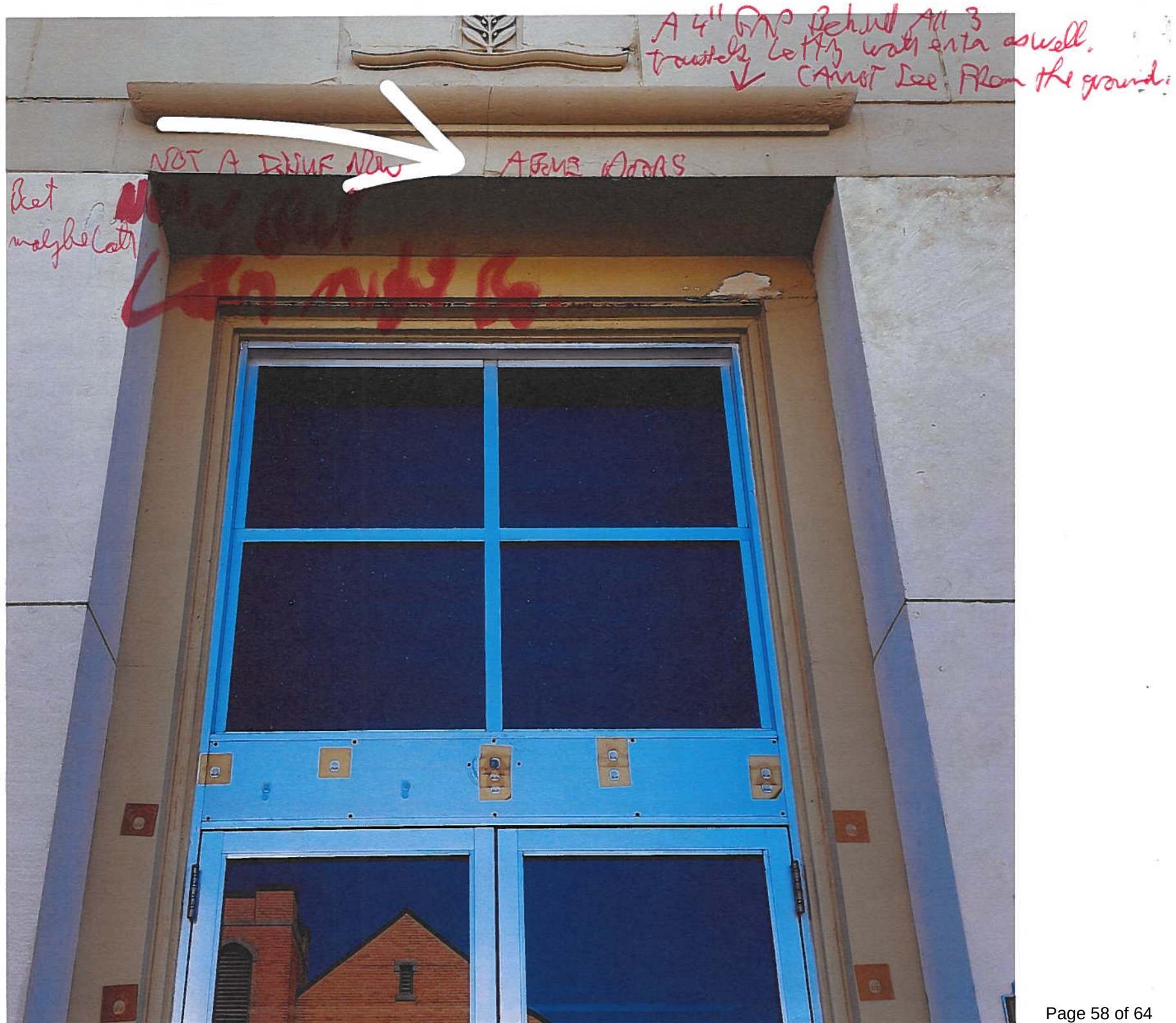
Above and parallel to the blue line is an angle iron lintel that has rusted completely through and caused the 3 flat facade pieces, above the angle iron, to drop and compress against the middle piece. The heaving and chipping apparent on the middle piece are evidence of the extreme load that the middle piece is under because of the failed angle iron.

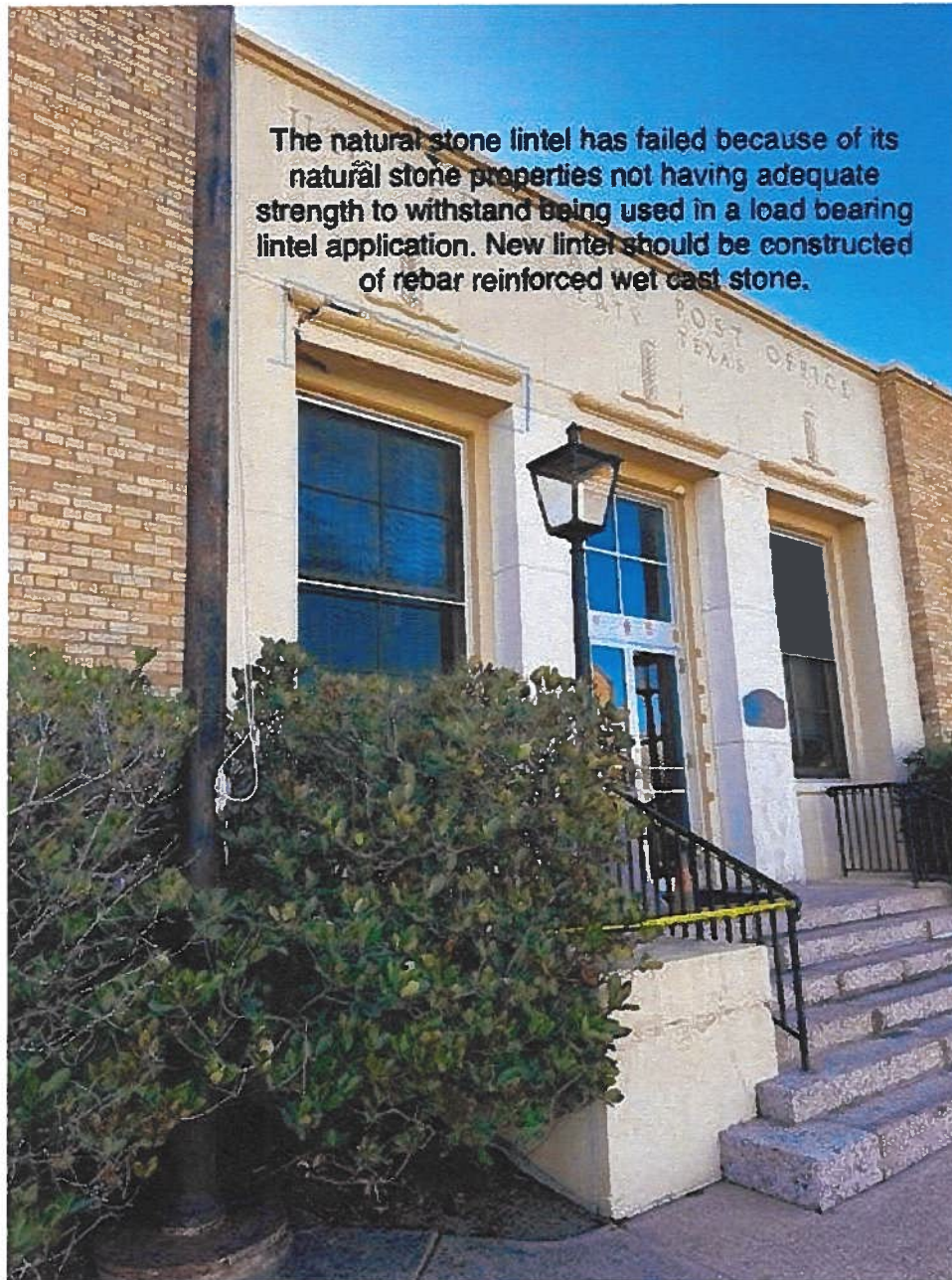




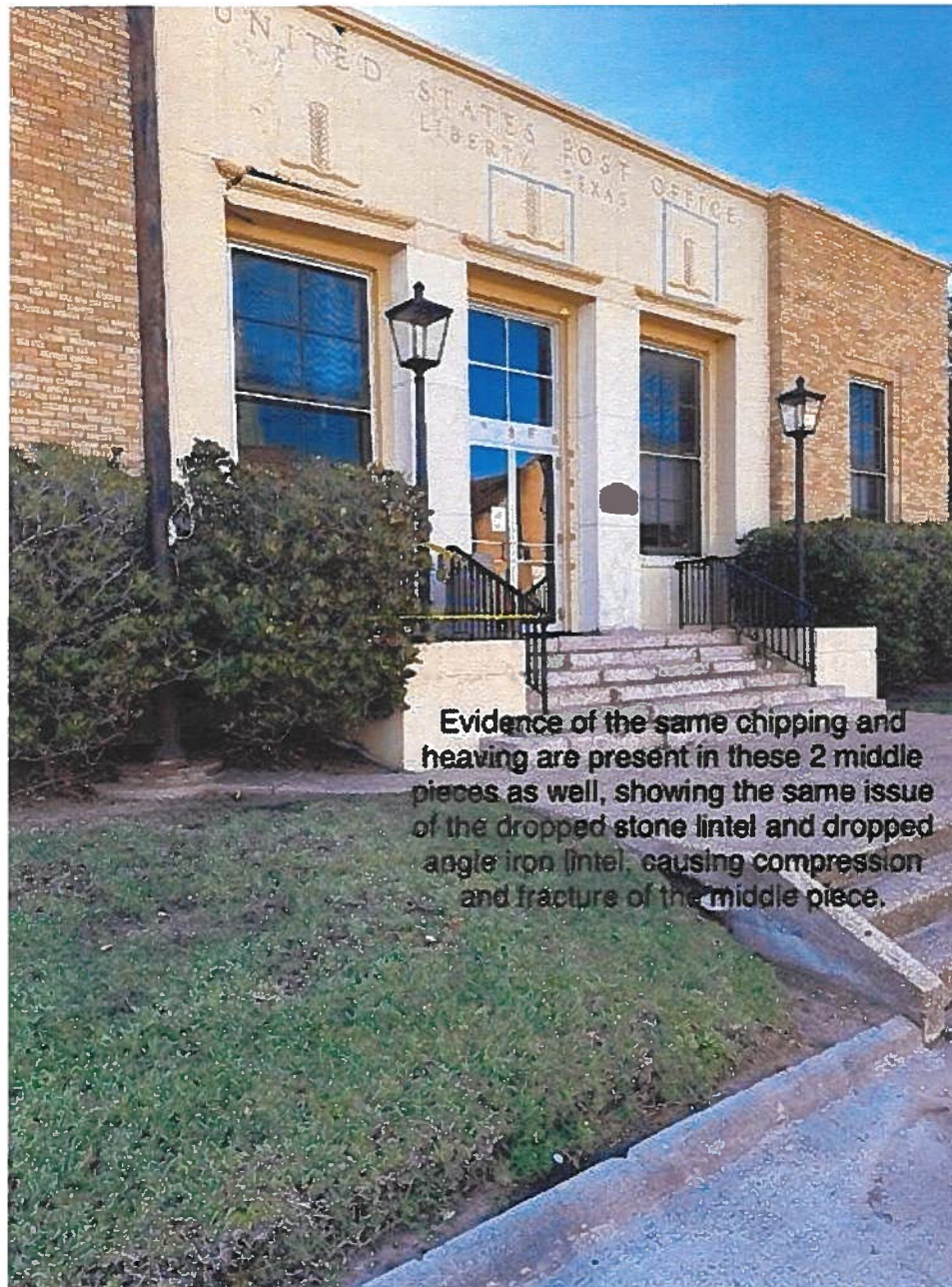
A close-up photograph of a building's exterior. A light-colored, textured wall is visible. A decorative, wavy stone element is mounted on the wall. Below it, a dark, horizontal metal lintel is exposed, showing significant rust and corrosion. The lintel is positioned above a window frame, which is partially visible on the right side of the image. The overall scene suggests structural damage and decay.

This is a picture of the 2 surviving stone lintels that have dropped, exposing the angle iron lintel to severe rusting.





The natural stone lintel has failed because of its natural stone properties not having adequate strength to withstand being used in a load bearing lintel application. New lintel should be constructed of rebar reinforced wet cast stone.



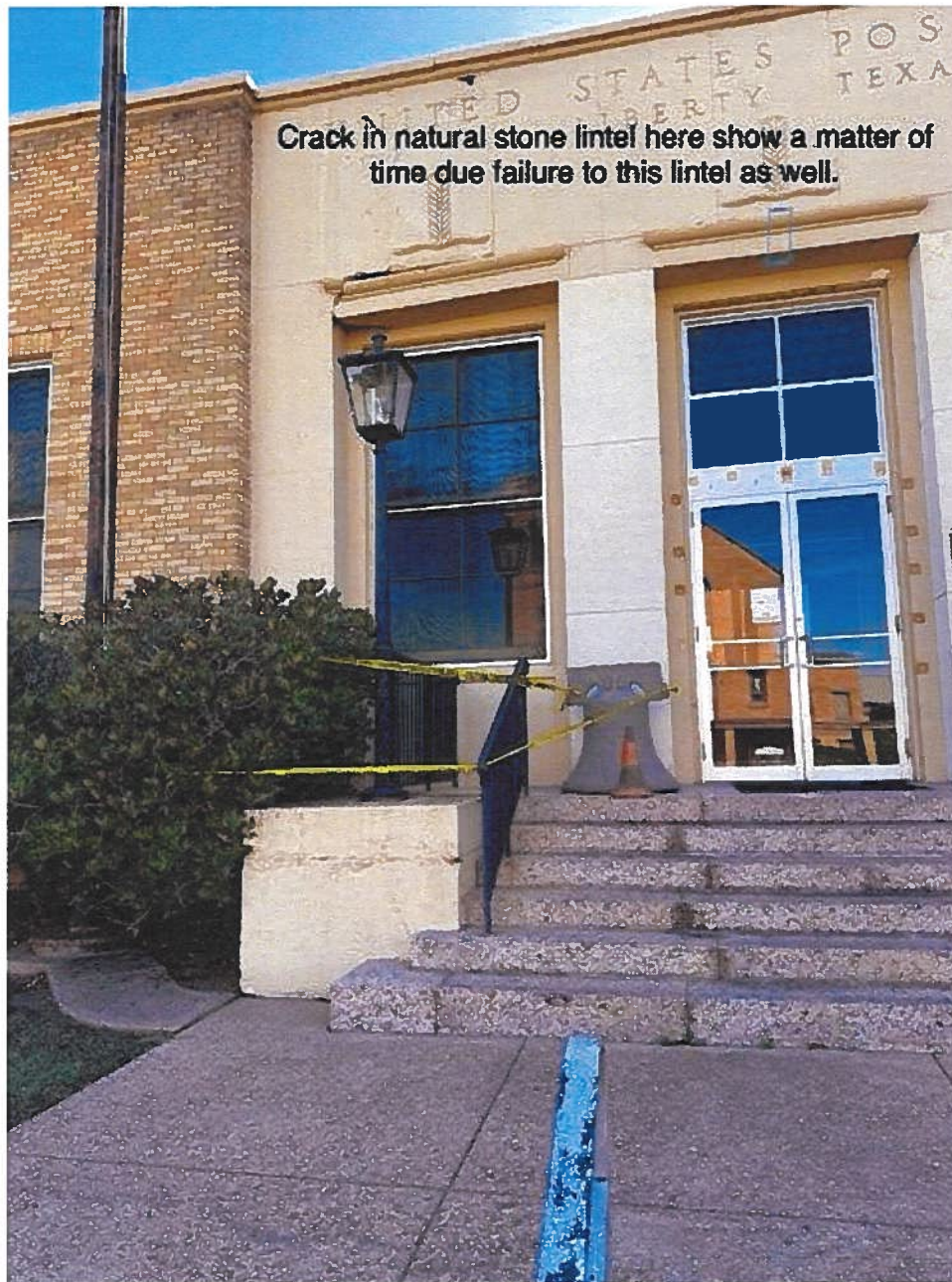
Evidence of the same chipping and heaving are present in these 2 middle pieces as well, showing the same issue of the dropped stone lintel and dropped angle iron (intel), causing compression and fracture of the middle piece.

Demolish & Rebuild Yellow
Area in order to
Refurb Blue Area.
They can MATCH
Cmdd what we see
NOW.



would F.I.I. in G.P.P.

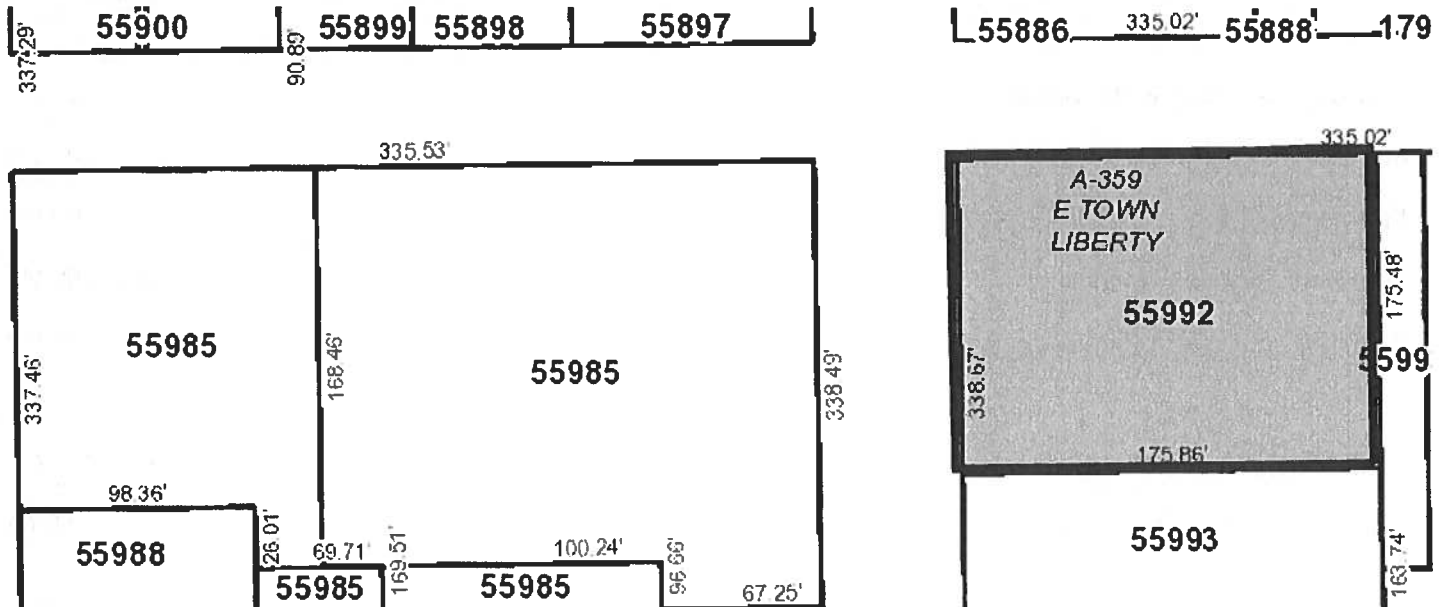




Crack in natural stone lintel here show a matter of time due failure to this lintel as well.

Liberty CAD Property Search

Property ID: 55992 For Year 2024

 Map

 Property Details

Account		
Property ID:	55992	Geographic ID: 005900-000158-000
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	538 MAIN ST TX	
Map ID:	IB-20	Mapsco: 807 808 907 908
Legal Description:	LIBERTY INNER BLOCKS, BLOCK 20, LOT 1, TR 1, ACRES 0.4591	
Abstract/Subdivision:	005900 - LIBERTY INNER BLOCKS	
Neighborhood:	LISD01	
Owner		
Owner ID:	2019069	
Name:	JORDAN FRANK M & CONNIE L	
Agent:		
Mailing Address:	2001 N TRAVIS LIBERTY, TX 77575	

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Frank Jordan	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 2001 N Travis St 6 City, state, and ZIP code Liberty, TX 77575 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

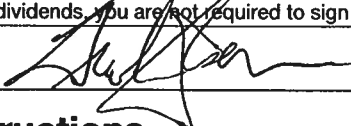
Social security number										
4	5	1	-	6	8	-	2	4	1	7
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **05-31-24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they