




MEETING NOTICE

City of La Vernia
Municipal Development District
Board of Directors Meeting
February 14, 2019
5:30 P.M.

1. Call to Order and Declare a Quorum.
2. Invocation, Pledge of Allegiance and Pledge of Texas Flag
(*Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible*)
3. Public Comments.
4. Consent Agenda - Consent Items:
 - a. Approve Minutes from January 17, 2019 Regular Meeting
 - b. Treasurer's Reports
 - c. Check Register
5. The Board Members for the La Vernia Municipal Development District will adjourn into Executive Session as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.087 (Economic Development), to deliberate the offer of a financial or other incentive to a business prospect.
6. Discussion and possible action to authorize an offer of a financial or other incentive to a business prospect.
7. Future Agenda Items.
8. Adjourn.

The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.086 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia Municipal Development Board is a true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted February 8, 2019 at 3:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.


Yvonne Griffin,
Executive Director



City of La Vernia
Municipal Development District
Board of Directors Meeting
January 17, 2019
6:00 P.M.

Minutes

1. Call to Order and Declare a Quorum.

Cynthia Farmer called the meeting to order and declared a quorum.

2. Invocation, Pledge of Allegiance and Pledge of Texas Flag

The Lord's Prayer was led by Cynthia Farmer and the pledges were recited.

3. Public Comments.

There were no public comments.

4. Consent Agenda - Consent Items:

- a. Approve Minutes from November 8, 2018 Regular Meeting
- b. Treasurer's Reports
- c. Check Register

Motion made by Dianell Recker to approve the consent as presented, seconded by Jay Hennette. Motion passes: 4-0.

5. Update board on Wreath Contest, Small Business Saturday and Christmas Around La Vernia

Staff recommended to keep small business Saturday to just boutiques and stop Christmas Around La Vernia as we only received 12 passports back and the turnout was not good.

6. Discuss plans for the 2019 4th of July Celebration in the Park.

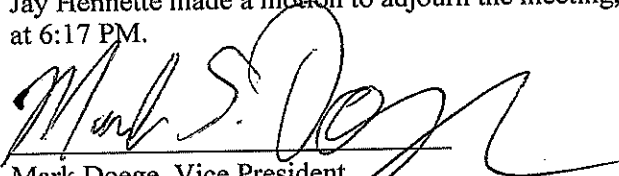
A sheet was provided to board members as to where we were currently with the event and advised we would be putting the committee together within the next month or so.

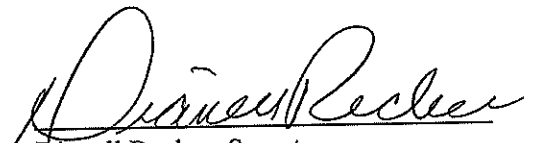
7. Future Agenda Items.

Comprehensive Plan goals

8. Adjourn.

Jay Hennette made a motion to adjourn the meeting, seconded by Dianell Recker. Meeting was adjourned at 6:17 PM.


Mark Doege, Vice President


Dianell Recker, Secretary

City of Lavernia

REVENUE REPORT - MDD ACCOUNT FUND
 Fund 12
 January 2019

Account Title Number	BUDGET	NET REVISIONS TOTAL BUDGET	MTD REVENUE YTD REVENUE	PREV YR MTD PREV YR YTD	% COL YTD % COL LYTD	UNCOLLECTED BAL
BANK INTEREST 12-400-080	180.00	.00 180.00	.00 424.02	18.95 461.83	235.57 12.77	-244.02
SALES TAX 12-400-110	310,000.00	.00 310,000.00	18,594.20 53,027.14	23,587.87 48,013.11	17.11 15.01	256,972.86
EVENT VENDORS/DONATIONS 12-400-120	7,500.00	.00 7,500.00	.00 .00	.00 .00	.00 .00	7,500.00
*** GRAND TOTAL	317,680.00	.00 317,680.00	18,594.20 53,451.16	23,606.82 48,474.94	16.83 14.68	264,228.84

EXPENSE REPORT - MDD ACCOUNT FUND
 Fund 12
 January 2019

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
Expenses:						
WAGES - MDD 12-500-010	33,137.52 .00	.00 33,137.52	2,504.25 9,513.01	960.00 960.00	.00 28.71	23,624.51 23,624.51
PAYROLL TAXES 12-500-050	2,694.14 .00	.00 2,694.14	191.57 727.75	73.44 73.44	.00 27.01	1,966.39 1,966.39
TMRS 12-500-115	1,215.00 .00	.00 1,215.00	79.64 302.52	.00 .00	.00 24.90	912.48 912.48
EMPLOYEE INSURANCE 12-500-150	7,245.00 .00	.00 7,245.00	595.42 2,381.68	.00 .00	.00 32.87	4,863.32 4,863.32
OFFICE SUPPLIES 12-500-220	500.00 .00	.00 500.00	114.78 160.68	24.40 171.54	.00 32.14	339.32 339.32
MEMBERSHIP/DUES 12-500-230	2,500.00 .00	.00 2,500.00	.00 746.00	656.00 656.00	.00 29.84	1,754.00 1,754.00
NEWS PUBLICATIONS/SUBSCRIPTION 12-500-231	500.00 .00	.00 500.00	20.00 320.00	.00 300.00	.00 64.00	180.00 180.00
TELEPHONE 12-500-240	2,000.00 .00	.00 2,000.00	307.52 613.88	.00 776.84	.00 30.69	1,386.12 1,386.12
WORKERS COMP INSURANCE 12-500-320	160.00 .00	.00 160.00	.00 51.76	.00 .00	.00 32.35	108.24 108.24
FACILITY & OVERHEAD COST TO GF 12-500-400	39,082.00 .00	.00 39,082.00	.00 .00	.00 .00	.00 .00	39,082.00 39,082.00
ENGINEERING 12-500-410	10,000.00 .00	.00 10,000.00	.00 .00	.00 .00	.00 .00	10,000.00 10,000.00
LEGAL 12-500-420	4,000.00 .00	.00 4,000.00	.00 .00	472.26 562.26	.00 .00	4,000.00 4,000.00
TRAINING/CONFERENCE/TRAVEL 12-500-450	5,000.00 .00	.00 5,000.00	850.00 1,478.97	.00 691.62	.00 29.58	3,521.03 3,521.03
EVENT PLANNING 12-500-460	40,000.00 .00	.00 40,000.00	4,720.00 5,824.90	.00 .00	.00 14.56	34,175.10 34,175.10
CONSULTING/PLANNING 12-500-475	30,000.00 .00	.00 30,000.00	.00 .00	.00 .00	.00 .00	30,000.00 30,000.00
ADVERTISING 12-500-476	11,000.00 .00	.00 11,000.00	335.99 1,198.99	2,275.26 5,595.58	.00 10.90	9,801.01 9,801.01
FACADE GRANTS 12-500-477	15,000.00 .00	.00 15,000.00	.00 .00	.00 4,002.50	.00 .00	15,000.00 15,000.00
TRAFFIC STUDY 12-500-478	3,000.00 .00	.00 3,000.00	.00 .00	.00 .00	.00 .00	3,000.00 3,000.00

EXPENSE REPORT - MDD ACCOUNT FUND
 Fund 12
 January 2019

Account Title Number	Appropriation Transfers	Revisions Revised Appro	Per Expense YTD Expense	Prev.Yr Per Prev.Yr YTD	Encumbered % Expended YTD	Uncommitted Unexpended
Grand Total::	207,033.66 .00	.00 207,033.66	9,719.17 23,320.14	4,461.36 13,789.78	.00 11.26	183,713.52 183,713.52

CHAPTER 377
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LA VERNIA MUNICIPAL DEVELOPMENT
DISTRICT AND BFEF PROPERTIES LLC

This Chapter 377 Economic Development Agreement (this "Agreement") is entered into between BFEF Properties LLC, a Texas Limited Liability Company, (the "Company") and the La Vernia Municipal Development District, a political subdivision of the State of Texas and City of La Vernia (the "DISTRICT"). The Company and DISTRICT may be referred to jointly herein as "the Parties" and individually as a "Party".

RECITALS

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution, and Chapter 377 of the Texas Local Government Code ("Chapter 377"), the City created a municipal development district to provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Company desires to promote new or expanded business development in the DISTRICT through the purchase, renovation and leasing of the property and improvements located _____ 224 FM 1346 (the "Facility"), La Vernia, Wilson County Texas 78121; and

WHEREAS, upon the completion of improvements to the Facility, contemplated by this Agreement, Company shall lease the facility to a retail industry end user resulting in the creation of _____ full time and _____ part-time jobs with an average wage of _____ dollars per hour; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of La Vernia by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of La Vernia, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy;

WHEREAS, the DISTRICT desires to offer incentives to Company to enable Company to renovate the Facility pursuant to this Agreement in substantial conformity with the DISTRICT's economic development plan and the applicable statutes; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and

(b) Upon actual receipt by Company of the DISTRICT's payment of the Maximum Grant Amount; or

(c) Upon termination as provided for herein, whichever occurs first (the "Term").

3. Purpose.

The purpose of this Agreement is to formalize the agreements between the Company and the DISTRICT for the grant of economic incentives associated with Company's Project. This Agreement specifically state the covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the terms of this Agreement, which has been approved by the bodies governing the DISTRICT and the Company as required by state law. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by Company may constitute a breach of the entire Agreement and terminate any further commitments by the DISTRICT unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement.

Upon the effective date, the DISTRICT may delegate the administration and oversight of this Agreement to the Executive Director of the DISTRICT. Any proposed amendments to the Agreement shall still require the approval of the governing body of the DISTRICT and City of La Vernia, Texas.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

Act of Default or Default means failure to timely, fully, and materially comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. DISTRICT may accept substantial compliance in lieu of full compliance by written waiver of such Act of Default.

Certificate of Occupancy shall mean that final document issued by the City of La Vernia, Texas, entitled "Certificate of Occupancy ", indicating that all applicable codes, regulations, and ordinances enforced by the City of La Vernia, and have been unconditionally, fully, and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake, or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

City of La Vernia or City means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of La Vernia, and the area that is within

“Grant Term” means the period beginning on the Effective Date and ending six (6) years thereafter.

“Value” means the aggregate assessed taxable real property and tangible personal property value, of the Facility as determined by the NCAD.

ARTICLE IV

1. **Description of the Facility.** The Facility currently consists of a permanent building that will be renovated and leased to a retail industry end user. In consideration for the Grant Payment authorized by this Agreement Company shall redevelop the Facility into a ~~XXXXXX~~ 9180 square foot retail store.
2. **Redevelopment and Construction.** The ~~—~~ redevelopment and construction necessary to complete the Facility pursuant to this Agreement for lease to the end user is expected to require a capital investment by Company equal to or exceeding ~~[\$1,000,000.00]~~ \$78,000.
3. ~~**Personal Property Value.** In addition to the Redevelopment and Construction investment, upon occupation by the end user it is anticipated that there will be an additional value of [\$1,000,000.00], in personal property value that shall include fixtures and inventory. This information is unknown.~~ [DS1]

ARTICLE V COMPANY'S OBLIGATIONS

1. **Local Vendors.** Company agrees to make good faith efforts to give preference and priority to suppliers of goods and services within the city of La Vernia except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.
2. **Redevelopment.** On or before XXX, Company shall make real property improvements and capital investment of at least ~~[\$1,000,000.00]~~ \$78,000.00. The improvements shall include the redevelopment of the Facility and other real property improvements and personal property additions, in accordance with, and as more fully described in, Article 4.
3. **Employees**
 - (a) **Full-Time Equivalent Employees.** Upon the date the Facility is Fully Developed, the Facility shall employ a minimum of [125] Full-Time Equivalent Employees, and shall continue to employ at least such number during the term of this Agreement.

shall be solely the obligations of Company. DISTRICT shall not be obligated to pay any indebtedness or obligations of Company.

7. Company is obligated to make timely payment of Company-owned Real Property and Personal Property Taxes during the Term of this Agreement.

8. **Default.**

(a) **Construction.** All Improvements constructed on or installed, including personal property, within the Facility required by Article III shall be completed within ~~XXX~~ 90 days from the Effective Date, and failure to comply with this section shall cause the automatic termination of this Agreement without the need for any further action by DISTRICT; and, DISTRICT shall have no obligation to make any Grant Payments to Company. Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by Company that it has in good faith commenced and is diligently pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the DISTRICT Board may consent to and excuse any such delays.

(b) **Full Time Employees & Part Time Employees.** This section shall apply in any year that the number of Full-Time or Part-Time Equivalent Employees falls below the number required by Article V Section 3. The Grant Payments shall be prorated for each Year of the Agreement in which the Company fails to maintain the required number of Employees for that year determined as follows:

(i) **Full-Time Employees.** Starting XXX, each year the number of actual Full-Time Employees reported by Company shall be subtracted from the required number of Full-Time Employees and if the difference is a positive number the Maximum Grant Amount shall be reduced by multiplying the difference by \$500.00. As an example in reporting year 2022 if the difference between the reported Full-Time employees and required Full-Time employees is 3, the Maximum Grant Amount shall be reduced by \$1500.00.

(ii) **Part-Time Employees.** Starting XXX, each year the number of actual Part-Time Employees reported by Company shall be subtracted from the required number of Part-Time Employees and if the difference is a positive number the Maximum Grant Amount shall be reduced by multiplying the difference by \$100.00. As an example in reporting year 2022 if the difference between the reported Part-Time employees and required Part-Time employees is 5, the Maximum Grant Amount shall be reduced by \$500.00.

~~States of America during any term of this Agreement~~^[DS3]. Due to Dollar Tree having the sales tax permit.

~~(b)~~(a) The execution of this Agreement has been duly authorized by Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company's by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.

~~(e)~~(b) Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.

~~(d)~~(c) To its current, actual knowledge, Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

~~(e)~~(d) Company shall timely and fully comply with all of the terms and conditions of this Agreement.

~~(f)~~(e) Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the property.

~~(g)~~(f) Company shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City in effect on the date the Project was designated, unless specified otherwise in this Agreement.

~~(h)~~(g) Company agrees to commence and complete the Project in substantial accordance with the Agreement.

~~(i)~~(h) Company shall cooperate with the DISTRICT in providing all necessary information to assist them in complying with this Agreement.

~~(j)~~(i) In accordance with Texas Government Code section 2264.051 Company certifies that it does not and will not knowingly employ an undocumented worker, as that term is defined in the section.

~~(k)~~(j) To the extent required by Texas Government Code Section 2270.002 Company acknowledges it currently does not, and shall not during the term of this Agreement, "Boycott Israel".

~~(l)~~(k) Company shall authorize the Texas Comptroller's Office to release and disclose any and all Sales Tax and Use Tax information relating to the operation of its business within the Project, such agreement to be in form substantially as set forth on Exhibit "C".

2. DISTRICT's Covenants and Duties.

2. During the term of this Agreement, if Company files and/or pursues an adversarial proceeding against the DISTRICT regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the DISTRICT's option, all access to the funds provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest bearing account until the resolution of such adversarial proceeding.

3. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the DISTRICT.

ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the La Vernia Municipal Development District shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the governing body of the City of La Vernia, Texas, and the DISTRICT Board on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City of La Vernia and commencing operations at the Facility under the terms of this Agreement.

2. DISTRICT's Liability Limitations. Should DISTRICT fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of the Agreement, such failures shall be an Act of Default by DISTRICT and DISTRICT shall have ninety days to cure and remove the Default upon receipt of written notice to do so from Company. Company specifically agrees that DISTRICT shall only be liable to Company for the amount of the money payments then currently owing to Company, and shall not be liable to Company for any alleged or actual incidental or consequential damages. It is further specifically agreed that the DISTRICT shall only be required to make payments up to the Reimbursable Sales Tax Collected by the DISTRICT.

3. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

4. Effective Date. This Agreement shall become effective INSERT DATE.

5. Representations and Warranties. The DISTRICT represents and warrants to Company that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the DISTRICT that it has the requisite authority to enter into this Agreement.

6. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the DISTRICT and that all consultants or contractors engaged by Company

8. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10

9. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Wilson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the governing bodies of DISTRICT and the City of La Vernia, Texas.

11. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

12. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by governing bodies of DISTRICT and the City La Vernia, Texas.

14. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

15. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

16. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes. Exhibits included:

Exhibit "A" Legal Description of the Property.

17. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

18. Employment of Undocumented Workers. During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers, and, if convicted of a

Executed on this _____ day of _____ 2019.

DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

Executed on this _____ day of _____, 2019.

EXHIBIT A

**EXACT LEGAL DESCRIPTION SHALL BE INSERTED UPON
RECORDING OF THE FINAL PLAT AND FINAL SURVEY**

DRAFT



MEETING NOTICE

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Board of Directors Meeting
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(Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible) CF
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 - b. Treasurer's Reports *DR, EC*
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5. The Board Members for the La Vernia Municipal Development District will adjourn into Executive Session as authorized by the Texas Open Meetings Act, Texas Governmental Code §551.087 (Economic Development), to deliberate the offer of a financial or other incentive to a business prospect. *5:32 PM*
6. Discussion and possible action to authorize an offer of a financial or other incentive to a business prospect. *motion to approve Economic development agreement.*
7. Future Agenda Items. *JH, DR*
8. Adjourn. *6:06 EC, JH*

The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.086 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

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Yvonne Griffin
Yvonne Griffin,
Executive Director



Municipal Development District

MEETING NOTICE

City of La Vernia
Municipal Development District
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Handwritten notes: Leole, Motion, Jay, Diarrhoe, Jay, leole

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Handwritten signature of Yvonne Griffin, Executive Director