



**City of La Vernia**  
**SPECIAL JOINT EMERGENCY MEETING BY AND BETWEEN THE**  
**CITY COUNCIL & MUNICIPAL DEVELOPMENT DISTRICT**  
**VIA TELEPHONE CONFERENCE**

April 2, 2020  
10:00 AM

**THERE EXISTS A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 VIRUS THAT NECESSITATES A MEETING OF THE CITY COUNCIL TO TAKE ACTION ON THE PUBLIC HEALTH EMERGENCY FOR WHICH NOTICE IS HEREBY POSTED IN ACCORDANCE WITH GOVERNMENT CODE CHAPTER 551.045 FOR AT LEAST ONE HOUR BEFORE THE MEETING IS CONVENED AND PURSUANT TO GOVERNMENT CODE CHAPTER 551.125, MEETING VIA TELEPHONE CONFERENCE, AS MODIFIED BY EXECUTIVE ORDER OF THE GOVERNOR**

**USING TELEPHONE OR MOBILE DEVICE:** To listen to the meeting, please use the phone number and access code below.

**Join by phone: 1-408-418-9388**

**Access Code: 628109666**

A recording of the telephone conference will be made and will be available to the public in accordance with the Open Meetings Act.

**AGENDA**

**1. Call to Order**

**2. Invocation, Pledge of Allegiance, and Texas Pledge** (*Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible*).

**3. Citizens to be Heard [SUSPENDED]**

On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items This DOES NOT apply to statutorily-mandated public hearings, such as zoning and similar hearings.

**4. Resolution for MDD**

- A.** Discussion and possible action on a resolution authorizing a program for certain financial assistance up to [\$200,000.00] to be distributed as business grants, a line of credit or other financial assistance to be used for employee retention and other eligible expenditures for businesses located within the City of La Vernia, Texas.

## 5. Resolution for City Council

- A. Discuss and possible action on a resolution authorizing a program for certain financial assistance up to [\$200,000.00] by La Vernia MDD to distributing a business grants, a line of credit or other financial assistance to be used for employee retention and other eligible expenditures for business located within the City of La Vernia, Texas.

## 6. Items Specific to Future Line Items on the Agenda

## 7. Adjourn


### DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

The City Council for the City of La Vernia 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 Governmental 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 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia City Council meetings are available to all persons regardless of disability. This facility is wheelchair accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email [bporter@lavernia-tx.gov](mailto:bporter@lavernia-tx.gov).

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted 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 on **April 1, 2020 at 12:30 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



\_\_\_\_\_  
Brittani Porter, City Secretary

# LA VERNIA MDD

## General Project Funding Application Guidelines

### **Project Scoring Dimensions**

For each proposed project, information & documentation should be collected and analyzed to gain satisfaction that the project qualifies for funding based on reasonable satisfying the requirements under each of the following dimensions:

1. Compliance: MDD statutory constraints; City ordinances & codes
2. Fit to MDD mission, goals & objectives
3. Economic and/or quality of life benefits: extent & duration
4. Project quality: counterparty qualifications, project delivery risk and ongoing operations risk

The required information & documentation may be satisfied via the following means:

1. The requirements are self-fulfilling based on the design of the project category/type. For example Façade Improvement, if adopted would, by definition, meet requirements for MDD statutory constraints.
2. The required type and extent of information required could be requested via the application form for the project category.
3. Additional information required to complete an application could be requested via a direct request from the MDD representative that receives and does initial review of applications.
4. Additional information required to make a final decision could be requested via a direct request from the MDD Board to the applicant.

### **Applicant Contact & Background Information**

1. Names and contact information for the natural person and/or entities that will have primary responsibility for delivery of the project and outcomes/ongoing benefits
2. If applicant is an entity names and contact information for all principals who will have a significant role in the project
3. Legal form of entity
4. Primary area of business activity
5. Single point of contact for communication regarding application
6. Resume: Applicant experience relevant to ability and capacity to deliver on project commitments

### **Project Contact Information**

1. Project site physical address:
2. Name of owner of project site property
3. Site Owners physical mail address, telephone number and email address

### **Project Summary Information**

1. Project Title
  - a. Project Executive Summary
  - b. Executive outline of project objectives, desired outcomes & community benefits, including economic impact
  - c. Total project cost
  - d. Grant request
  - e. Other sources of financing
  - f. Target commencement date
  - g. Target completion date

**Application Documents** (provided at Applicant's discretion or requested by MDD based on project category & scope)

1. Property owner acknowledgement & consent
2. Detailed project work plan & timeline
3. Project budget
4. Plan for post-construction upkeep and ongoing operations of asset
5. Design drawings
6. Contractors & subcontractors
7. Material specifications
8. City zoning & permits documentation
9. Detailed information relating to project objectives, outcomes & community benefits (optional at Applicant's discretion)

**Conditions & Acknowledgements**

1. One grant at a time per applicant/property owner
2. Grant is at MDD discretion
3. Grant is based on availability of funds allocated to project category within MDD portfolio
4. Grant is subject to acceptance of MDD terms & conditions
5. Grantee is obligated to fulfill commitments of project objectives & benefits

## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between \_\_\_\_\_, a Texas \_\_\_\_\_ (hereinafter referred to as “Developer”), and the La Vernia Municipal Development District, a Texas political subdivision (hereinafter referred to as the “MDD”), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak; and

**WHEREAS**, the MDD is a Texas Municipal Development District, created pursuant to Chapter 377 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 377.001 of the Texas Local Government Code provides that a project is either a civic center or convention center, or any project as defined by Section 505.151-505.158; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that for a municipality with a population of 20,000 or less, “project” includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the MDD has found that expenditures necessary for the retention of jobs during the COVID-19 outbreak is an eligible project of the MDD; and

**WHEREAS**, Developer has applied to MDD for financial assistance to operate their business located on the Property, as defined herein, which is located within the City of La Vernia, Texas; and

**WHEREAS**, the MDD’s Board of Directors have determined the financial assistance provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Chapters 377, 501 and 505 of the Texas Local Government Code, and in particular Section 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MDD and Developer agree as follows:

### **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall

be considered part of the mutual covenants, consideration and promises that bind the parties.

## **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter for [one (1) year from the Effective Date of this Agreement] [two (2) years from the Effective Date of this Agreement], unless terminated sooner under the provisions hereof.

## **SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The words "Developer" mean \_\_\_\_\_, a Texas [limited partnership] [corporation] [limited liability company], its successors and assigns, whose address for the purposes of this Agreement is \_\_\_\_\_.
- (d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the MDD.
- (e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (f) **Full-Time Employment Positions.** The words "Full-Time Employment Position" or "Full-Time Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (g) **MDD.** Means the LaVernia Municipal Development District.
- (h) **Property.** The word "Property" means the property generally located at \_\_\_\_\_  
\_\_\_\_\_ City of La Vernia, Wilson County, Texas.
- (i) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs which meet the definition of "project" as that term is defined in Chapters 501 and 505 of the Act, and in particular Section 505.158 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of

this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with MDD that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Operate Business.** Developer agrees during the Term of this Agreement to maintain and keep open the Developer's business located on the Property.
- (b) **Job Creation and Retention.** Developer agrees during the Term of this Agreement, the Developer shall employ and maintain a minimum of \_\_\_\_\_ ( \_\_\_\_\_ ) new Full-Time Employment Positions working at the Developer's facility located on the Property. Developer covenants and agrees within three (3) months of the Effective Date of this Agreement, and during the Term of this Agreement, Developer shall deliver to MDD a quarterly compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Quarterly Compliance Verification"). The Developer covenants and agrees beginning within three (3) months of the Effective Date of this Agreement, and quarterly thereafter during the Term of this Agreement, there will be a total of \_\_\_\_\_ ( \_\_\_\_\_ ) Quarterly Compliance Verifications due and submitted to the MDD covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (c) **Performance Conditions.** Developer agrees to make, execute and deliver to MDD such other instruments, documents and other agreements as MDD or its attorneys may reasonably request to evidence this Agreement.
- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and MDD.

#### **SECTION 5. AFFIRMATIVE COVENANTS OF MDD.**

MDD covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** MDD covenants and agrees to provide financial assistance in the amount of \_\_\_\_\_ to Developer within fifteen (15) days of the Effective Date of this Agreement to be used by Developer for Qualified Expenditures.
- (b) **Performance.** MDD agrees to perform and comply with all terms, conditions, and



provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and MDD.

## **SECTION 6. CESSATION OF ADVANCES.**

If the MDD has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the MDD shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

## **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or MDD to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or MDD to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and MDD is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the MDD by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the MDD to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the MDD.



## SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless MDD, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of MDD's loan advances by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which MDD is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of MDD or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to MDD with respect to any of the foregoing arising out of the gross negligence or willful misconduct of MDD or the breach by MDD of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

## SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Wilson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Wilson County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. MDD warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in Section 3 of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Developer agrees to keep MDD informed at all times of Developer's current address.
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120<sup>th</sup> day after the date the MDD notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**MDD:**

**LA VERNIA MUNICIPAL  
DEVELOPMENT DISTRICT,  
a Texas**

By: \_\_\_\_\_  
President  
Date Signed: \_\_\_\_\_

**DEVELOPER:**

\_\_\_\_\_,  
a Texas [limited partnership] [limited liability  
company] [corporation]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**RESOLUTION NO. 040220-01**

**A RESOLUTION OF THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT APPROVING A PROJECT AUTHORIZED BY SECTIONS 377.001 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE, AUTHORIZING CERTAIN FINANCIAL ASSISTANCE AS A GRANT, LINE OF CREDIT OR OTHER FORM OF FINANCIAL ASSISTANCE TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF LA VERNIA, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak; and

**WHEREAS**, the MDD is a Texas Municipal Development District, created pursuant to Chapter 377 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 377.001 of the Texas Local Government Code provides that a project is either a civic center or convention center, or any project as defined by Section 505.151-505.158; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that for a municipality with a population of 20,000 or less, “project” includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the MDD has found that expenditures necessary for the retention of jobs during the COVID-19 outbreak is an eligible project of the MDD; and

**WHEREAS**, Developer has applied to MDD for financial assistance to operate their business located on the Property, as defined herein, which is located within the City of La Vernia, Texas; and

**WHEREAS**, the MDD’s Board of Directors have determined the financial assistance provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Chapters 377, 501 and 505 of the Texas Local Government Code, and in particular Section 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

**NOW, THEREFORE BE IT RESOLVED BY THE LA VERNIA MDD:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the La Vernia MDD and are fully incorporated into the body of this

Resolution.

**Section 2.** That the Board of Directors of the La Vernia MDD find and determine that the creation of a program to distribute grants, a line of credit or other form of financial assistance not to exceed [Two Hundred Thousand and No/100 Dollars (\$200,000.00)] as a program with individual amounts not to exceed [ ] for businesses located within the City of La Vernia, Texas, will retain existing jobs and promote new and expanded business development, and is otherwise consistent with Sections 377.001 and 505.158 of the Act.

**Section 3.** That the Board of Directors that recipients of the financial assistance will have to comply with the requirements of a performance agreement.

**Section 4.** That the Board of Directors authorize the project and authorize the President of the MDD to execute this Resolution.

**Section 5.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 7.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 8.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**DULY RESOLVED** by the Board of Directors of the La Vernia Municipal Development District on this the 30<sup>th</sup> day of March , 2020.

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President, Jay Hennette  
La Vernia Municipal Development District

**RESOLUTION NO. 040220-02**

**A RESOLUTION OF THE LA VERNIA CITY COUNCIL APPROVING A PROJECT OF THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT AS AUTHORIZED BY SECTIONS 377.001 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE, AUTHORIZING CERTAIN FINANCIAL ASSISTANCE AS A GRANT, LINE OF CREDIT OR OTHER FORM OF FINANCIAL ASSISTANCE TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF LA VERNIA, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak; and

**WHEREAS**, the MDD is a Texas Municipal Development District, created pursuant to Chapter 377 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 377.001 of the Texas Local Government Code provides that a project is either a civic center or convention center, or any project as defined by Section 505.151-505.158; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that for a municipality with a population of 20,000 or less, “project” includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development; and

**WHEREAS**, the MDD has found that expenditures necessary for the retention of jobs during the COVID-19 outbreak is an eligible project of the MDD; and

**WHEREAS**, Developer has applied to MDD for financial assistance to operate their business located on the Property, as defined herein, which is located within the City of La Vernia, Texas; and

**WHEREAS**, the MDD’s Board of Directors have determined the financial assistance provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Chapters 377, 501 and 505 of the Texas Local Government Code, and in particular Section 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings



of the City Council of La Vernia and are fully incorporated into the body of this Resolution.

**Section 2.** That the City Council of La Vernia find and determine that the creation of a program to distribute grants, a line of credit or other form of financial assistance not to exceed [Two Hundred Thousand and No/100 Dollars (\$200,000.00)] as a program with individual amounts not to exceed [ ] for businesses located within the City of La Vernia, Texas, will retain existing jobs and promote new and expanded business development, and is otherwise consistent with Sections 377.001 and 505.158 of the Act.

**Section 3.** That the City Council hereby authorizes the project and authorizes the Mayor to execute this Resolution.

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 5.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**Section 6.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**Section 7.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**DULY RESOLVED** by the City Council of La Vernia District on this the 30<sup>th</sup> day of March, 2020.

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Robert Gregory Mayor, City of La Vernia

**ATTEST:**

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Brittani Porter, City Secretary