



City of La Vernia
**MUNICIPAL DEVELOPMENT DISTRICT BOARD
OF DIRECTORS MEETING**

102 E. Chihuahua St., La Vernia, Texas 78121

June 13, 2024

6:00 PM

AGENDA

- 1. Call to Order and Declare a Quorum**
- 2. Invocation, Pledge of Allegiance and Pledge of Texas Flag**
- 3. Public Comments**
- 4. Consent Agenda**
(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)
 - A.** Minutes from the 04-11-24 regular MDD meeting
- 5. Discussion/Action**
 - A.** Discuss and consider action on allocating funds to security needs for the 4th of July event
 - B.** Discuss and consider action on an agreement for the provision of Executive Director Services between the City of La Vernia and the La Vernia Municipal Development District
- 6. Executive Session**
 - A.** The City of La Vernia Municipal Development District will adjourn into an Executive Session to discuss the following item:
 1. As authorized by the Texas Open Meetings Act, Texas Governmental Code Sec. 551.074. PERSONNEL MATTERS; to discuss the Executive Director of the MDD
- 7. Future Agenda Items**
 - A.** Re-asses the existing 2016 interlocal agreement between the City and the MDD
- 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 551.087 (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 on **June 10, 2024 at 5:00 PM** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

Yvonne Griffin, Executive Director



**MUNICIPAL DEVELOPMENT DISTRICT BOARD
OF DIRECTORS MEETING**

102 E. Chihuahua St., La Vernia, Texas 78121

April 11, 2024

6:00 PM

MINUTES

1. Call to Order and Declare a Quorum

The meeting was called to order at 6: 00 pm and Dianell Recker, Gary Gilbert, and Kevin Hyland were present.

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

Dianell Recker led the Invocation, and pledge

3. Public Comments

None

4. Consent Agenda

(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)

A. Minutes from the 11-09-23 regular MDD meeting

Gary Gilbert made a motion to accept the consent agenda as listed, seconded by Dianell Recker, all in favor

5. Presentations

A. Update on TxDOT sidewalk project

Staff presented that this project will begin construction in May of this year

6. Discussion/Action

A. Discuss 4th of July 2024

The executive director of the MDD, Yvonne Griffin spoke regarding plans to partner with 5D Travlin TAverin on alcohol sales this year, as well as the 4 bands that have been selected, and the upgrade in carnival rides

7. Future Agenda Items

- Discussion surrounding HOT tax likely to be jointly discussed with City Council

- Charging stations at Koepp Chevrolet

8. Adjourn

Gary Gilbert made a motion to adjourn the meeting at 6:24 PM, seconded by Kevin Hyland, all in favor

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 551.087 (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 on **April 05, 2024 at 5:00 PM** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

Yvonne Griffin, Executive Director

AGREEMENT FOR PROVISION OF EXECUTIVE DIRECTOR SERVICES
BETWEEN THE CITY OF LA VERNIA AND
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT, executed the ____th day of _____, 2024, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as “City”), and the La Vernia Municipal Development District (hereinafter referred to as “MDD”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide executive director services to the MDD as follows:

1. The City agrees to employ an individual to serve as Executive Director for the MDD (“Director”).
2. The Director’s salary shall be set by City Council subject to approval by the MDD with the MDD being responsible for the percentage of the salary attributable to the percentage of the employee's time spent overseeing MDD business.
3. The Director shall be entitled to all benefits of being an employee of the City.
4. The Director shall be subject to the City’s Personnel Policy.
5. The Director shall receive oversight from the City Administrator.

II.

Subject to the MDD continuing to contract with the City for executive director services, the MDD will pay to the City the actual costs attributable to the employment of the Director. The actual costs attributable to the employment of the Director shall be determined during the City’s budget process and shall be reimbursed to the City with payments due to the City on or before the 10th day after receipt of the written invoice IN ACCORDANCE WITH THE PROVISIONS LISTED ABOVE.

In the event of the termination of the Director, the MDD will be responsible for paying the City only that portion of the cost actually incurred by the City before termination subject to Section III herein.

III.

The MDD further agrees to pay the City for any and all costs and expenses associated with the employment of the Director including but not limited to any claims or lawsuits brought by the Director against the City or the MDD and claims or lawsuits naming the Director as a defendant or otherwise as a liable party by a third party.

IV.

This Agreement shall be in effect for a period of one year from the date of its execution as stated above. This Agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement or upon the Director's termination with the MDD.

V.

This Agreement may be terminated by the City at any time by providing the MDD thirty (30) days' notice.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

LA VERNIA MUNICIPAL
DEVELOPMENT DISTRICT

CITY OF LA VERNIA, TEXAS

Dianell Recker
President

Martin Poore
Mayor

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA VERNIA AND
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT, executed the 11th day of AUGUST, 2016, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as "City"), and the La Vernia Municipal Development District, a municipal development district (hereinafter referred to as "LVMDD") acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the LVMDD according to the terms of this agreement. Direct services the City shall perform for the LVMDD shall include:

1. Providing Salary, workers' compensation, health, and retirement expenses for LVMDD employees.
2. Preparing all financial and investment reports and keeping all financial books and records required by applicable law.
3. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
4. Providing all necessary budgeting, accounting, financial management and investment management through the City's Finance Department.
5. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
6. Providing for a repository of records, office and conference space.
7. Providing technology support of hardware, software and phone systems through the City's Information Technology Department.

8. Providing for legal services through the City Attorney's office at the rate that those services are provided to the City.
9. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Administrator/Executive Director, City Secretary, and appropriate staffing.
10. Providing for project management services.

It is understood and agreed that access to City staff resources by the LVMDD is secondary to the needs of the City Council of the City of La Vernia.

II.

Subject to the LVMDD continuing to contract with the City for management services, the LVMDD will pay to the City for its services pursuant to this agreement, in the form of a flat annual fee in the amount of THIRTY THOUSAND SIXTY-EIGHT dollars and 00/100 cents (\$30,068.00) per year. Said amount is to be paid in equal monthly payments of TWO THOUSAND FIVE HUNDRED FIVE dollars and 66/100 cents (\$2,505.66) on the last day of every month.

In addition, the LVMDD will pay to the City the City attorney's hourly fees as charged to the City for all attorney services associated with the LVMDD.

In the event of the termination of this agreement, the LVMDD will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the LVMDD.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of ONE (1) year commencing August 1, 2016 and ending July 31, 2017, and said agreement shall be extended for additional one (1) year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

1. This contract may be terminated by the City or LVMDD, in whole, or from time to time, in part, upon thirty (30) day's notice from the terminating party to the other party.

Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

- 2. After receipt of a Notice of Termination the City shall:
 - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
 - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
 - d. The LVMDDD shall pay all expenses incurred through the date of termination.

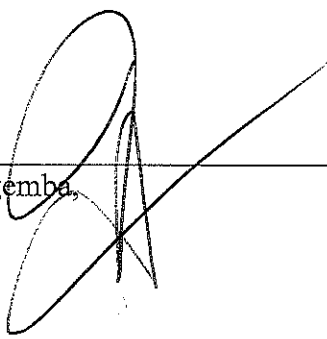
VII.

This Agreement shall take effect on the day of execution.


IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

**LA VERNIA
MUNICIPAL DEVELOPMENT DISTRICT**

CITY OF LA VERNIA



 Jennifer Moczygemba,
 President



 Robert Gregory,
 Mayor