

# 4A INDUSTRIAL DEVELOPMENT BOARD

## MEETING AGENDA

OCTOBER 08, 2024, 6:00 PM



### 4A INDUSTRIAL DEVELOPMENT BOARD REGULAR MEETING

DEVELOPMENT SERVICES BUILDING - 201 BOLIVAR STREET, SANGER, TEXAS 76266

### CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

### INVOCATION AND PLEDGE

### CITIZENS COMMENTS

*This is an opportunity for citizens to address the Board on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Board with regard to matters on the agenda will be received at the time the item is considered. The Board is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

### DISCUSSION ITEMS

1. SWAG Program

### CONSENT AGENDA

*All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Board member to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.*

2. Consideration and possible action 4A minutes from 06-04-2024.

### ACTION ITEMS

3. Consideration and possible action on electing officers for the Sanger Industrial Development Corporation.
4. Consideration and possible action on Resolution EDC-2024-14 approving an Agreement with Brown & Hofmeister, LLP for legal services and authorizing the Board President to execute the Agreement.

### FUTURE AGENDA ITEMS

*The purpose of this item is to allow the President and Board members to bring forward items they wish to discuss at a future meeting, A Board member may inquire about a subject for*

*which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Board or at the call of the President.*

## **ADJOURN**

**NOTE:** The Board reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

## **CERTIFICATION**

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on October 3, 2024, at 9:00 AM.

---

Shelley Warner, Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



## 4A INDUSTRIAL DEVELOPMENT BOARD COMMUNICATION

**DATE:** October 8, 2024.

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** SWAG Program

**SUMMARY:**

- Discussion on the SWAG Program.
- Workforce Survey Updates.

**FISCAL INFORMATION:**

Budgeted: NA      Amount: NA      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

NA

**ATTACHMENTS:**



## 4A INDUSTRIAL DEVELOPMENT BOARD COMMUNICATION

**DATE:** October 8, 2024

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action 4A minutes from 06-04-2024.

**SUMMARY:**  
Consideration and possible action on 4A minutes from 06-04-2024.

**FISCAL INFORMATION:**  
Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**  
Staff recommends approval.

**ATTACHMENTS:**  
4A minutes from 06-04-2024.

## **4A INDUSTRIAL DEVELOPMENT BOARD**

### **MEETING MINUTES**

**JUNE 04, 2024, 6:00 PM**



**4A INDUSTRIAL DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING - 201 BOLIVAR STREET, SANGER, TEXAS 76266**

#### **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

As there was a quorum Board Member Kundrock called the meeting to order at 6:01 P.M.

#### **BOARD MEMBERS PRESENT**

Board Member, Place 1	Chris Kundrock
Board Member, Place 2	Sue Allison
Board Member, Place 3	Shannon Gann
Board Member, Place 4	Nancy McAlister

#### **BOARD MEMBERS ABSENT**

Board Member, Place 5	Drew Hall
-----------------------	-----------

#### **STAFF MEMBERS PRESENT**

Director of Economic Development Shani Bradshaw, and Secretary Shelley Warner.

#### **INVOCATION AND PLEDGE**

Board Member Kundrock gave the Invocation and led the Pledge of Allegiance.

#### **CITIZENS COMMENTS**

No citizens came forward to speak.

#### **CONSENT AGENDA**

1. Consideration and possible action on 4A minutes from 04/02/2024.

Motion to approve the consent agenda was made by Board Member McAlister,  
Seconded by Board Member Gann.

Voting Yea: Board Member Kundrock and Board Member Allison. The motion passed  
unanimously.

## DISCUSSION ITEMS

### 2. Workforce Development Program.

Director Bradshaw discussed the item, shared handouts and asked for Board comments.

Board Member McAlister shared comments and recommends inviting a school representative to a future meeting.

Board Member Kundrock suggests earmarking specific funds for fixed recurring expenses at \$250K annually.

Director Bradshaw suggested creating a slogan or program name.

## ACTION ITEMS

### 3. Consideration and possible action on the 4A Fiscal Year 2024-2025 Budget.

Board requests line items for Legal Fees at \$25K, Professional Services at \$103K and \$250K for the Workforce Development Program.

Motion to approve the 4A Fiscal Year 2024-2025 Budget with amended amounts was made by Board Member Alison, Seconded by Board Member McAlister.

Voting Yea: Board Member Kundrock and Board Member Gann. The motion passed unanimously.

### 4. Consideration and possible action on the Sanger Industrial Development Corporation updated Bylaws.

Director Bradshaw recommended moving Board meetings from quarterly to every other month noting that City Council will also need to approve the change.

Motion to approve updating Sanger Industrial Development Corporation Bylaws for Board meetings to be held every other month was made by Board Member Gann, Seconded by Board Member McAlister.

Voting Yea: Board Member Kundrock and Board Member Alison. The motion passed unanimously.

## REPORTS

### 5. Financial Reports.

Director Bradshaw goes over the financial report.

### 6. Director's Report.

Director Bradshaw provides an update.

### **FUTURE AGENDA ITEMS**

No items were discussed.

### **ADJOURN**

As there were no further items on the agenda Board Member Kundrock adjourned the meeting at 7:17 PM.



## 4A INDUSTRIAL DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** October 8, 20204

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action on electing officers for the Sanger Industrial Development Corporation.

**SUMMARY:**

- President and Vice President of the Corporation are elected by the board
- Terms are one (1) year
- No limitations on the number of consecutive years a person may serve in the same office

**FISCAL INFORMATION:**

Budgeted: NO

Amount: \$0.00

GL Account: XXX.XX.XXXX

**RECOMMENDED MOTION OR ACTION:**

Appoint a President and Vice President.

**ATTACHMENTS:**

NA





## 4A INDUSTRIAL DEVELOPMENT BOARD COMMUNICATION

**DATE:** October 8, 2024

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action on Resolution EDC-2024-14 approving an Agreement with Brown & Hofmeister, LLP for legal services and authorizing the Board President to execute the Agreement.

**SUMMARY:**

- Serve as the legal advisor to the Sanger Industrial Development Corporation Board of Directors and staff
- Represents the SIDC in litigation and legal proceedings
- Review and provide opinions as requested by the SIDC Board President, Board of Directors, and staff on contracts, resolutions, memorandums, and other documents for legal correctness.

**RECOMMENDED MOTION OR ACTION:**

- Motion on behalf of the Sanger Industrial Development Corporation to adopt Resolution EDC-2024-14 approving an Agreement with Brown & Hofmeister, LLP for legal services and authorizing the Board President to execute the Agreement.

**ATTACHMENTS:**

- Legal Agreement

JEFFREY L. MOORE  
(214) 747-6109  
[jmoore@bhlaw.net](mailto:jmoore@bhlaw.net)

Telephone: (214) 747-6100  
Telecopier: (214) 747-6111  
[www.bhlaw.net](http://www.bhlaw.net)

July 12, 2024

Ms. Shani Bradshaw  
Sanger Texas Industrial Development Corporation  
201 Bolivar Street  
Sanger, Texas 76266

**RE: Engagement Letter for Hourly Representation**

Dear Ms. Bradshaw:

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

**Identity of Client**

We will be representing the interests of the Sanger Texas Industrial Development Corporation, a Type A economic development corporation (the "EDC").

**Time of Performance**

The services will be performed within a mutually agreed upon schedule.

**Nature and Scope of Representation**

We understand that our present relationship is to provide legal advice to the EDC on and as needed basis concerning economic development sales tax issues and related issues.

**Financial Arrangements**

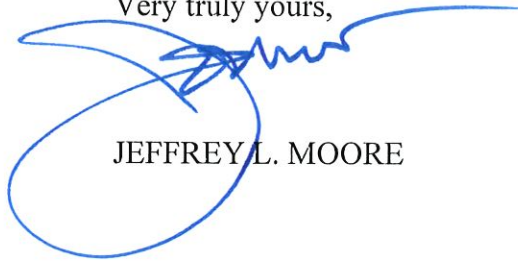
The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. The hourly rate for any partners of the firm is \$250.00 per hour. Associates of the firm will be billed at \$225.00 per hour. Billing will accrue in one tenth (1/10<sup>th</sup>) of an hour increments.

**Acceptance of Terms**

If this arrangement is acceptable to you and the EDC, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with the EDC, in a mutually beneficial relationship.

Very truly yours,



JEFFREY L. MOORE

**AGREED TO AND ACCEPTED:**

**SANGER TEXAS INDUSTRIAL  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Billing Department

**BROWN & HOFMEISTER, L.L.P.**  
**STANDARD TERMS OF ENGAGEMENT**

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. **Fees For Legal Services**

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified.

3. **Other Charges**

All out-of-pocket expenses (such as long-distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your hourly statement. We have enclosed a schedule which indicates the rate at which most of these items will be charged.

4. **Billing Procedures and Terms of Payment**

Our billing period begins on the 1<sup>st</sup> of the month and ends on the end of the month. We will render periodic statements to you for legal services and expenses. We usually mail these



periodic statements toward the end of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. **Termination of Services**

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. **Retention of Documents**

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. **Fee Estimates**

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Denton County, Texas, United States of America.

9. **Questions**

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

**BROWN & HOFMEISTER, L.L.P.**  
**CLIENT COSTS ADVANCED SCHEDULE**

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file setup and file storage are not charged; however, other expenses such as long distance fees, copies, delivery fees and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used only when firm runners are not available and an urgent delivery is required. Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm with no markup.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for standard postage; however, the cost of certified mail or other additional mail services will be charged to the client with no markup.

Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm with no markup.

Computerized Research

If a legal matter requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The cost charged to the client for computerized legal research is the same as the amount billed to the Firm.

Fax

Fax copies will be charged at the rate of \$.25 per outgoing page. There is no charge for incoming faxes.

Travel

Attorney time spent traveling on behalf of a client will be billed to the client. Hotel, meal,

local transportation and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

#### Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Such expenses will not be incurred without approval from the client.