

# 4B DEVELOPMENT CORPORATION

## MEETING AGENDA

AUGUST 27, 2024, 6:00 PM



### 4B DEVELOPMENT CORPORATION 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 Corporation 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 Corporation with regard to matters on the agenda will be received at the time the item is considered. The Corporation is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

### 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.*

1. Consideration and possible action on 4B minutes from 07/23/2024.

### ACTION ITEMS

2. Consideration and possible action on electing officers for the Sanger Development Corporation.
3. Consideration and possible action on Resolution EDC-2024-15 approving an Agreement with Brown & Hofmeister, LLP for legal services and authorizing the Board President to execute the Agreement.

### REPORTS

4. Financial Reports.

### 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 Corporation or at the call of the President.*

## **ADJOURN**

**NOTE:** The Corporation 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 August 21, 2024, at 4:00 PM.

/s/ Shelley Warner  
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.



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** August 27, 2024

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

**AGENDA ITEM:** Consideration and possible action on 4B minutes from 07/23/2024.

**SUMMARY:**

- 4B Board Minutes from 07/23/2024.

**FISCAL INFORMATION:**

Budgeted: NA

Amount: NA

GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

4B Minutes from 07/23/2024.

## **4B DEVELOPMENT CORPORATION**

### **MEETING MINUTES**

**JULY 23, 2024, 6:00 PM**



**4B DEVELOPMENT CORPORATION REGULAR MEETING**

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

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

As there was a quorum John Payne called the meeting to order at 6:03 p.m.

#### **BOARD MEMBERS PRESENT**

Board Member, Place 2 John Payne

Board Member, Place 4 Beverly Howard

Board Member, Place 6 Eddie Piercy

Board Member, Place 7 Carrie Bilyeu

#### **BOARD MEMBERS ABSENT**

Board Member, Place 3 Matt Fuller

Board Member, Place 5 Jeff Springer

Board Member, Place 1 Vacant

#### **STAFF MEMBERS PRESENT**

Director of Economic Development Shani Bradshaw, Secretary Shelley Warner

#### **INVOCATION AND PLEDGE**

Invocation and pledge were led by Board Member Payne.

#### **CITIZENS COMMENTS**

No citizens came forward to speak.

#### **CONSENT AGENDA**

1. Consideration and possible action on 4B minutes from 06/18/2024.

Motion to approve the consent agenda as shown was made by Board Member Piercy. Seconded by Board Member Bilyeu. Voting Yea: Board Member Howard, and Board Member Payne. The motion passes unanimously.

## **ACTION ITEMS**

2. Consideration and possible action on Property Enhancement Incentive application for 315 N. 5th Street.

Director Bradshaw presented the item.

Motion to approve the Property Enhancement Incentive application for 315 N. 5<sup>th</sup> Street in the amount of \$6,960.00 was made by Board Member Payne. Seconded by Board Member Bilyeu. Voting Yea: Board Member Piercy and Board Member Howard. The motion passes unanimously.

## **REPORTS**

3. Financial Reports.

Director Bradshaw goes over the financial report.

## **EXECUTIVE SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the 4B Sanger Texas Development Corporation Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; This chapter does not require a governmental body to conduct an open meeting; (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Grocery Store

Board Member Payne convened the meeting into Executive Session at 6:09 p.m.

## **RECONVENE INTO REGULAR SESSION**

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

Board Member Payne reconvened the meeting at 6:39 p.m.

Board member Payne made a motion to authorize the Director of Economic Development to negotiate and execute an Incentive Agreement on behalf of the Sanger Texas Development Corporation with a Grocery Store seeking to locate within the City of Sanger. Board Member Piercy seconded the motion. Voting Yea: Board Member Howard, and Board Member Bilyeu. The motion passes unanimously.

#### **FUTURE AGENDA ITEMS**

No future items were discussed.

#### **ADJOURN**

As there were no further items on the agenda Board Member John Payne adjourned the meeting at 6:45 p.m.



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** August 27, 2024

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

**AGENDA ITEM:** Consideration and possible action on electing officers for the Sanger Texas 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



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** August 27, 2024

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

**AGENDA ITEM:** Consideration and possible action on Resolution EDC-2024-15 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 Texas Development Corporation Board of Directors and staff
- Represents the STDC in litigation and legal proceedings
- Review and provide opinions as requested by the STDC 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 Texas Development Corporation to adopt Resolution EDC-2024-15 approving an Agreement with Brown & Hofmeister, LLP for legal services and authorizing the Board President to execute the Agreement.

**ATTACHMENTS:**

- Legal Agreement



**RESOLUTION NO. EDC-2024-15****A RESOLUTION OF THE SANGER TEXAS DEVELOPMENT CORPORATION (STDC) APPROVING A WRITTEN AGREEMENT FOR LEGAL SERVICES AND AUTHORIZING THE PRESIDENT TO EXECUTE SAID AGREEMENT.**

**WHEREAS**, the Board of Directors of the Sanger Texas Development Corporation desires to engage with Brown & Hofmeister, LLP as Legal Counsel for the Corporation and to authorize the Board President to execute an Agreement with Brown & Hofmeister, LLC for legal services to the Corporation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANGER TEXAS DEVELOPMENT CORPORATION:**

**SECTION 1.** The President of the Board be, and he is hereby, authorized and directed to execute an Agreement by and between the Sanger Texas Development Corporation and Brown & Hofmeister, LLP for legal services to the Corporation. A copy of said Agreement is attached hereto and made a part hereof for all purposes.

**PASSED AND APPROVED BY THE SANGER TEXAS DEVELOPMENT CORPORATION THIS THE 27<sup>th</sup> DAY OF AUGUST, 2024.**

**APPROVED:**

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John Payne, Board President

**ATTEST:**

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Shani Bradshaw, Economic Development Director

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July 12, 2024

Ms. Shani Bradshaw  
Sanger Texas 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 Development Corporation, a Type B 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 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.





## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** August 27, 2024

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

**AGENDA ITEM:** Financial Reports.

**SUMMARY:**

- Staff will provide a financial and Sales Tax report.

**FISCAL INFORMATION:**

Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

NA

**ATTACHMENTS:**

Financial Report for June 2024  
Sales Tax Report for August 2024

4B FUND - SANGER TEXAS DEVELOPMENT CORPORATION

76-ECONOMIC DEVELOPMENT	2023-2024 BUDGET	2023-2024 YTD (June 30)	Budget Balance
REVENUE			
State Sales Tax	875,000	614,290	260,710
Grant Revenue	-		-
Interest Income	35,000	42,461	(7,461)
Rental Income	900		900
Misc. Income	-		-
TOTAL 4B FUND REVENUE	\$ 910,900.00	\$ 656,750.93	\$ 254,149.07
EXPENDITURES			
51-SALARIES AND BENEFITS			
Salaries & Benefits	63,475	47,490	15,985
TOTAL 51-SALARIES AND BENEFITS	63,475	47,490	15,985
52-SUPPLIES AND MATERIALS			
Office Supplies	500	171	329
Computer Hardware	1,000	460	540
Computer Software	3,500		3,500
Food	200		200
Postage	50	7	43
Marketing & Promotions	50,000	19,401	30,599
Dues & Subscriptions	8,000	6,765	1,235
Conferences & Training	10,000	3,711	6,289
Furniture & Fixtures	-	-	-
TOTAL 52-SUPPLIES AND MATERIALS	73,250	30,515	42,735
53-MAINTENANCE AND OPERATIONS			
R&M Building	2,200		2,200
Office Machine Lease	900	563	337
TOTAL 53-MAINTENANCE AND OPERAT	3,100	563	2,537
54-CONTRACT SERVICES			
Legal Services	1,000	-	1,000
Professional Services	160,800	81,229	79,571
Technical Support	1,000	-	1,000
Website	-	-	-
TOTAL 54-CONTRACT SERVICES	162,800	81,229	81,571
56-GRANT EXPENSE			
Promo/Community Event Grant	-	-	-
Property Enhancement Grant	60,000	19,445	40,555
TOTAL GRANT EXPENSE	60,000	19,445	40,555
61-CAPITAL OUTLAY			
Infrastructure	-	-	-
Downtown Park Project	-	-	-
Porter Park 2			-
TOTAL 61-CAPITAL OUTLAY	-	-	-
74-TRANSFERS			
Transfer to General Fund	-	-	-
Transfer to Debt Services	180,000	180,000	-
Transfer to CIP Fun	-	-	-
Transfer to Internal Services	15,000	15,000	-
TOTAL 74-TRANSFERS	195,000	195,000	-
TOTAL 4B FUND EXPENDITURES	557,625	374,242	183,383
REVENUE OVER/UNDER EXPENDITURES	\$ 353,275.00	\$ 282,509.11	\$ 70,765.89

Cash in Bank - Checking	\$ 207,088.88
Certificate of Deposit	\$ 294,816.96
Claim on Cash	\$ 2,165,289.63
TOTAL CASH	\$ 2,667,195.47

## Economic Development Sales Tax Report - June 2024

Month	2019-2020	Total	2020-2021	Total	2021-2022	Total	2022-2023	Total	2023-2024	Total
OCT	41,961	41,961	52,602	52,602	50,303	55,222	65,621	65,621	84,045	84,045
NOV	42,075	84,036	50,054	102,656	55,222	105,525	61,751	127,372	72,499	156,544
DEC	44,092	128,128	52,405	155,061	48,145	153,670	72,220	199,591	62,317	218,861
JAN	27,585	155,713	44,941	200,002	56,155	209,825	61,974	261,565	78,147	297,009
FEB	70,059	225,772	62,144	262,146	76,753	286,579	71,749	333,314	69,257	366,266
MAR	40,966	266,738	49,700	311,846	57,471	344,049	52,565	385,879	61,032	427,298
APR	35,736	302,474	48,180	360,026	44,446	388,495	54,627	440,506	45,186	472,483
MAY	41,692	344,166	63,691	423,717	64,395	452,890	67,275	507,780	67,969	540,452
JUN	50,482	394,647	47,099	470,816	65,968	518,858	60,186	567,966	73,838	614,290
JUL	49,189	443,837	50,290	521,106	56,987	575,845	61,729	629,695	68,028	682,319
AUG	47,386	491,222	62,523	583,629	68,209	644,054	62,807	692,502	68,797	751,116
SEP	42,073	553,295	52,474	636,104	51,911	695,965	63,730	756,232		
<b>TOTAL</b>	<b>533,295</b>	<b>533,295</b>	<b>636,104</b>	<b>636,104</b>	<b>695,965</b>	<b>695,965</b>	<b>756,232</b>	<b>756,232</b>	<b>751,116</b>	
<b>BUDGET</b>	<b>385,000</b>	<b>148,295</b>	<b>462,500</b>	<b>173,604</b>	<b>600,000</b>	<b>95,965</b>	<b>800,000</b>	<b>(43,768)</b>	<b>875,000</b>	<b>(875,000)</b>

Sales Tax Collection	August			Year To Date		
	Actual	Actual	%	Actual	Actual	%
	2024	2023	Change	2024	2023	Change
	\$ 68,797	\$ 62,807	10%	\$ 751,116	\$ 692,502	8%

