

# Lavon Economic Development Corporation Meeting Agenda

120 School Rd. Lavon, TX 75166 Ph. (972-843-4220)

Monday March 11, 2024, 7:00 PM at <u>Lavon City Hall</u> <u>City Council Chambers</u> 120 School Rd Lavon, Texas

# NOTICE OF ATTENDANCE

**NOTICE** is hereby given that members of the Lavon City Council, Lavon Planning and Zoning Commission, Parks & Recreation and/or Infrastructure Facilities Commission may attend at the Lavon Economic Development Corporation Board Meeting March 11, 2024, at 7:00 PM held at the Lavon City Hall.

The meeting agenda and packet are posted online at <u>www.lavonedc.com</u>

**1.** Presiding Officer to call the Economic Development Corporation Board meeting to order and announce that a quorum is present.

#### 2. Pledge of Allegiance and Invocation

#### 3. Consent Agenda \*

Consent items are considered routine or non-controversial and will be voted on in one motion. unless a separate discussion is requested by a board member.

1. Approval of the Feb.12, 2024 board meeting minutes.

#### 4. Public Comments

Citizens may provide comments. There is a 3-minute time limit per person. The board's response to items not on the agenda may be to request items be placed on a future agenda or referred to the executive director.

#### 5. Discussion & Action

- A. Discussion and action of the board financials.
- B. Discussion and action of Marketing Plans and Economic Development, prospects and updates.
- C. Presentation of the 2023 Economic Excellence Award.



# Lavon Economic Development Corporation Meeting Agenda

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6. Conduct a public hearing to consider purchase of property at 105 School Road, Lavon.

#### 7. Executive Session

In accordance with Texas Government Code, Chapter 551, Subchapter D, the Lavon Economic Development Corporation may recess into executive session (closed meeting) for discussion pursuant to Section 551.071 deliberate and consult with the LEDC attorney on a matter in which the duty of the attorney to the LEDC under the Texas disciplinary rule of professional conduct of the state bar of Texas clearly conflicts with Chapter 551, including: (1) Marketing agreement with Inroads Realty and Section 551.072 to deliberate the purchase, exchange, lease or value of real property including (1) Property located at 619 Main Street; and (2) Property located at 105 School Road.

# 8. Reconvene from executive session, consider and act on proposals or take action necessary of each item listed in executive session.

#### 9. Setting future meetings and agenda

The Economic Development Corporation Board members and staff may request items be placed on a future agenda or request a special meeting be called.

#### 10. Presiding Officer to adjourn the Economic Development Corporation Board meeting.

Notes to the Agenda:

- 1. Items marked with an \* are consent items considered to be non-controversial and will be voted on in one motion unless a Board member asks for separate discussion.
- The Board reserves the right to recess into executive session under Sections 551.071 551.088 of the Texas Government Code (Texas Open Meetings Act) concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

This is to certify that the agenda was posted in the notification cabinet at City Hall at 120 School Road, the city's website at <u>www.cityoflavon.org</u>, the Lavon EDC website at <u>www.lavonedc.com</u> and on the city's bulletin board on or before March 8, 2024 by 7:00PM

Bv: Pam Mundo

POSTED THIS day \_March 8th , 2024, before 7PM



# **Lavon Economic Development Corporation Meeting Minutes**

# February 12, 2023

1. Kay Wright, President called the Economic Development Corporation Board meeting to order at 7:00 p.m. at City Hall and announced that a <u>quorum</u> was present.

Present:

Place One, Kay Wright, President
Place Two, Manzelle Williams, Secretary -arriving at 7:01 p.m.
Place Three, Vicki Sanson, Vice President
Place Four, Rachel Dumas, Public Information Officer- leaving at 7:14 p.m.
Place Five, Joe Serpette, Treasurer
Place Six, Clinton Mclure
Place Seven Jordan Williams

Executive Director Present: Pamela Mundo

# 2. Pledge of Allegiance & Invocation

A. President, Kay Wright led the Pledge of Allegiance and Invocation.

### 3. Consent Agenda

**A.** Through a motion of Treasurer Joe Serpette and a second of Director Clinton Mclure meeting minutes of January 8, 2024, were approved unanimously, as amended,

# 4. Public Comments

**A.** Kay Wright announced that the annual Bicycle Rodeo will be July 25, 2024, and that the Lavon EDC will be a sponsor.

# 6. Discussion & Action

**A.** Discussion of Board Financials. Treasurer, Joe Serpette presented February's. month-to-month financial report. He noted that revenues remain strong and expenditures are within budget.



# **Lavon Economic Development Corporation Meeting Minutes**

- **B.** Discussion and action on Marketing Plans and Economic Development prospects. Executive Director Pam Mundo reported that the LEDC now has a new aerial brochure and a new set of trade show pull up banners for marketing Lavon. She reported the success of the ICSC trade show and the interest in grocery stores and retail sites for Lavon. The major commercial brokers are all very interested in Lavon and its potential. Further Pam reported that she submitted Boyd Farm as a potential location for a state-wide small business meeting. Pam also noted that several brokers have made inquiries on potential retail sites, and she has responded to those inquiries. Pam Mundo reported that she completed the application for the TEDC Economic Excellence Award, and it was submitted to TEDC. She also held a discussion with the TEDC directors on the active food trucks in the area and the potential for growing them into brick-and-mortar restaurants for Lavon seeking suggestions on actions to assist the area food truck vendors.
- **C.** Discussion and action on any updates to the LEDC Strategic Plan and Annual Report were held and finals edits made on these documents for 2024.

# 7. Setting future meetings and agenda

**A.** The Economic Development Corporation Board members, after discussion, agreed. that the next meeting would be on March 11, 2024, or as needed, for discussion. with prospects.

# **7.** President Kay Wright adjourned the Economic Development Corporation Board meeting at 7:59 p.m.

Duly passed and approved on this \_\_\_\_ day \_\_\_\_\_, 2024.

Kay Wright, Board President

Manzelle Williams, Secretary

#### Report - Lavon, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the Texas Comptroller's website if you notice an incorrect amount.

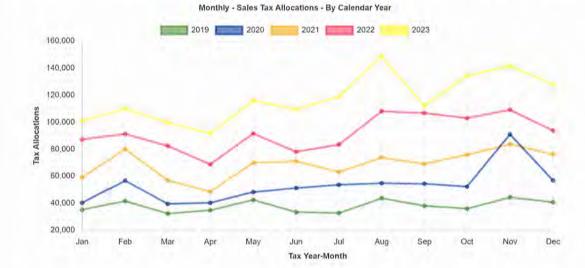
For example, the February allocations reflect December sales, collected in January and allocated in February.

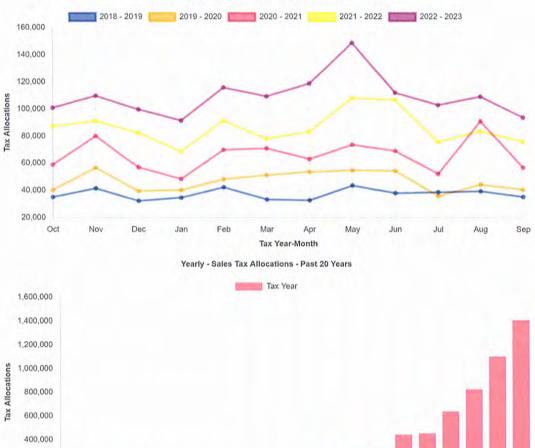
\*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

#### · View Grid Based on Fiscal Year

- View Grid With All Years
- Download to Excel

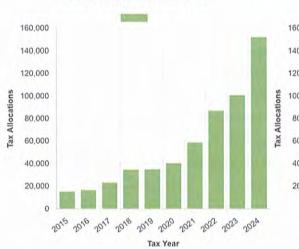
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2024	\$152,417	\$150,800	\$131,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$434,286
2023	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$134,039	\$141,570	\$127,841	\$1,410,2
2022	\$87,161	\$91,220	\$82,408	\$68,743	\$91,544	\$78,074	\$83,361	\$108,100	\$106,687	\$102,983	\$109,154	\$93,701	\$1,103,1
2021	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$75,699	\$83,649	\$75,926	\$825,948
2020	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$52,096	\$90,909	\$56,718	\$638,645
2019	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$35,846	\$44,260	\$40,667	\$454,732
2018	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$38,730	\$39,419	\$35,260	\$443,381
2017	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$27,837	\$27,458	\$27,603	\$286,962
2016	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$22,849	\$24,877	\$22,304	\$268,372
2015	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$18,554	\$24,151	\$17,624	\$228,313
2014	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$16,213	\$17,336	\$16,025	\$189,898
2013	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$12,032	\$14,975	\$11,935	\$153,947
2012	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$11,166	\$15,054	\$12,518	\$145,177
2011	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$9,075	\$15,224	\$9,414	\$129,340
2010	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$8,990	\$10,146	\$10,217	\$115,889
2009	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$11,983	\$12,813	\$9,335	\$124,325
2008	\$6,439	\$15,097	\$6,019	\$3,917	\$10,012	\$5,481	\$7,609	\$13,184	\$7,853	\$10,655	\$14,185	\$10,830	\$111,281
2007	\$6,567	\$11,434	\$7,902	\$8,989	\$13,114	\$8,797	\$7,037	\$16,120	\$10,821	\$9,001	\$13,869	\$10,505	\$124,155
2006	\$6,940	\$10,522	\$7,581	\$4,398	\$10,629	\$8,192	\$7,183	\$10,029	\$6,573	\$10,725	\$14,759	\$7,398	\$104,929
2005	\$3,686	\$4,729	\$3,046	\$3,680	\$5,722	\$5,214	\$3,911	\$6,051	\$7,280	\$8,371	\$10,348	\$7,185	\$69,223





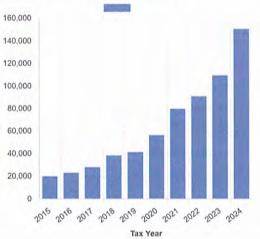
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30

600,000 400,000 200,000 0 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023

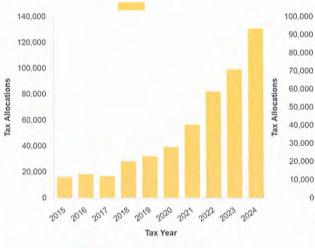


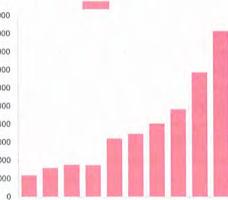
January - Sales Tax Allocations by Year

February - Sales Tax Allocations by Year



March - Sales Tax Allocations by Year



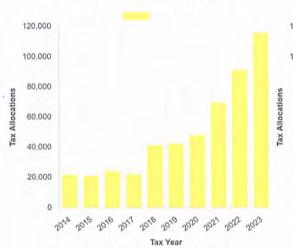


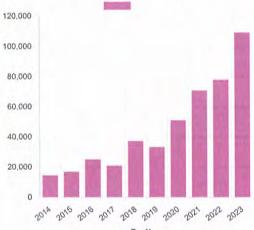
April - Sales Tax Allocations by Year



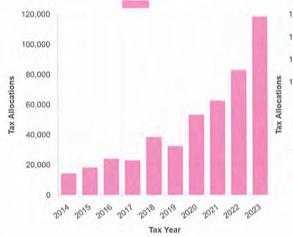
June - Sales Tax Allocations by Year

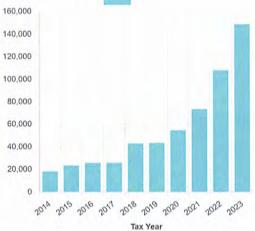
May - Sales Tax Allocations by Year











Tax Year August - Sales Tax Allocations by Year

		Oct 2023	Nov 2023		Jan 2024	Feb 2024	Mar 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	FY 2023-2024		Official Budget 2023			Official Bud
1	GENERAL FUND	Actual	Actual	Dec 2023 Actual	Actual	Actual	Outlook	Outlook	Outlook	Outlook	Outlook	Outtlook	Outlookl	Yr. to DateTOTAL	Actual + Outlook	2024	Budget Amendment	Budget	23-24
2-1	Revenue Bank Balance Forward	\$ 59,007.63	\$ 104,513.97	\$ 134,247.24	\$ 154,337.06	\$ 179,967.60	\$ 103,718.26									\$ 100,000	-		100
2-5	Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$-	0.00	0.00		÷ 100,000	-		100,
2-2		\$ 61,520.72	\$ 35,392.47	\$31,960.14	\$ 38,104.19	\$ 37,699.95	32,767.33	\$ 27,083.33	\$ 27,083.33	\$27,083.33	\$ 27,083.33	\$ 27,083.33	\$27,083.33	\$ 237,444.80		325,000	)	73%	325
2-3	Government Capital Note Total General Fund	120,528.35	139,906.44	166,207.38	\$ 192,441.25	217,667.55	136,485.59	27,083.33	27,083.33	27,083.33	27,083.33	27,083.33	27,083.33	217,667.55		425,000			425
	TEXSTAR Fund	344,317.01	345,825.60	\$ 347,393.40	\$ 348,962.85	350,433.28	130,485.59	21,005.55	21,065.55	21,003.33	21,003.33	21,003.33	21,003.33	350,433.26		423,000	, 		350
	LOGIC FUND	167,283.97	168,048.41	\$ 168,839.28	\$ 169,629.31	275,652.00								275,652.00					116,
	Total Revenues	632,129.33	653,780.45	682,440.06	\$ 711,033.41	843,752.83	136,485.59	27,083.33	27,083.33	27,083.33	27,083.33	27,083.33	27,083.33	843,752.81				95%	891,
	Expense				1	1	1		1	a	1 1	1 1	1 1						
	Debt Service																		
8-0	Main St Debt Reserve Fund	\$-														\$ 23,080			23,
8-1a	Main St. Debt Quarterly Pymt		\$-	\$ 6,119.76	\$ -	\$-	\$ 6,119.76	\$ -	\$-	\$ 6,119.76	\$-	\$-	\$ 6,119.76		\$ 24,479.04	\$ 24,479		25%	24,
	Total Debt Service Paid			\$ 6,119.76			\$ 6,119.76			\$ 6,119.76			\$ 6,119.76	\$ 6,119.76	\$ 24,479.04	\$ 47,559		13%	47,
	Operations								+ +										
	General Operations																		
3-1a	Email, Software/Archiving	155.64	171.89	0.00	379.16	348.43	567.25	567.25	567.25	567.25	567.25		\$ 567.25	1,055.12	5,026	6,000		18%	6,
3-1b 3-1c-2	Misc-Dues, Ads, Cell Svc Office Supplies	0.00 80.82	150.00 0.00		1,280.96	0.00 72.88	285.00 171.91	285.00 171.92	285.00 171.92	285.00 171.92	285.00 171.92	285.00 171.92	285.00 171.91	1,580.96 153.7	3,576 1,357	3,000		53% 9%	3, 1,
3-1d	Meeting Expenses	402.75	0.00		240.48	0.00	645.00	159.73	159.73	159.73	159.73	159.70	159.70	643.23	2,247	2,000		32%	2,
3-1e	Training	0.00	0.00		0.00	136.48	200.00	200.00	200.00	200.00	200.00	200.00	200.00	536.48	1,936	2,000		27%	2,
3-g 3-1f	Document Printing Office Support Services	148.68 0.00	27.40	25.44	304.40	474.75	282.39 250.00	980.67	2,957 1,750	3,000 2,500		33% 0%	3, 2,						
3-1f 3-1h	Office Rent	6,000.00	0.00		0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00	250.00	6,000.00	6,000	6,000		100%	2, 6,
3-1i	Website updates	0.00	0.00	0.00	0.00	0.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	0.00	4,200	6,000		0%	6,
	Total General Operations	6,787.89	349.29	575.44	2,205.00	1,032.54	3,001.55	2,516.29	2,516.29	2,516.29	2,516.29	2,516.26	2,516.25	10,950.16	29,049	32,300		34%	32,
	Consulting																		
4-1	Other	0.00	0.00	0.00	0.00	0.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	0.00	0	8,000		0%	8,
4-2	Website & tech consulting	1,980.00	0.00		0.00	0.00	402.00	402.00	402.00	402.00	402.00	402.00	402.00	1,980.00	4,794	6,000		33%	6,
4-2a 4-3	IT Services City Attorney	147.91 0.00	147.91 0.00	0.00	295.82 1,325.50	147.91 189.39	320.42	320.42 1,000.00	320.42 1,000.00	320.42 1,000.00	320.42	320.42 1,000.00	320.42 1,000.00	739.55	2,982 8,515	3,500 10,000		21% 15%	3, 10,
4-4	Economic Dev Consulting	4,080.00	4,212.00	4,225.12	4,225.20	4,225.20	4,225.20	4,225.20	4,225.20	4,225.20	4,225.20	4,225.20	4,225.20	20,967.52	50,544	50,544		41%	50,
	Total Consulting	6,207.91	4,359.91	4,225.12	5,846.52	4,562.50	6,747.62	6,747.62	6,747.62	6,747.62	6,747.62	6,747.62	6,747.62	25,201.96	66,835	78,044		32%	78,
	Fauinment								+ +										
5-1	Equipment Computers	0.00	0.00	0.00	0.00	0.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	0.00	6,500	6,500		0%	6,
5-2a	Other Computer Equipment	0.00	0.00		0.00	0.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	0.00	1,000	1,000		0%	1,
$  \downarrow \downarrow \downarrow$	Total Equipment	0.00	0.00	0.00	0.00	0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	0.00	7,500	7,500	)	0%	7,
	Total Operations 2023-2024	12,995.80	4,709.20	4,800.56	8,051.52	5,595.04	10,499.17	10,013.91	10,013.91	10,013.91	10,013.91	10,013.88	10,013.87	36,152.12	103,385	117,844		31%	117,
		,: 50.00	.,. 00.20	.,000.00	0,001102	-,						,. 10.00	,. 10.01	20,102.12					,
	Promotional																		
6-1	General, brochures, Printing, Trades hows	318.58	950.00	950.00	3,888.04	664.27	1,873.14	1,873.14	1,873.14	1,873.14	1,873.14	1,873.14	1,873.16	6,770.89	19,883	20,000.00		34%	20,
6-2	Promo Carryover 2012-22	0.00	0.00		0.00	0.00	850.00	850.00	850.00	850.00	850.00	850.00	850.00	0.00	5,950	12,000.00		0%	12,
6-3 6-4	Aerial Map & Brochures Advertising	0.00	0.00		0.00	2,690.00	1,000.00 730.00	1,000.00 730.00	1,000.00	1,000.00 730.00	1,000.00 730.00	1,000.00 730.00	1,000.00 730.00	2,690.00	9,690 8.344	10,000.00		27% 32%	10, 10,
6-6	Video Development	0.00	0.00		0.00	0.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00		- / -	20,000.00		0%	20,
	Total Promotional	3,018.58	950.00	950.00	4,422.13	3,354.27	6,453.14	6,453.14	6,453.14	6,453.14	6,453.14	6,453.14	6,453.16	12,694.98	57,867	72,000.00	)	18%	72,
					+ +														
	Capital Projects																		
7-3	Incentives	0.00	0.00	0.00	0.00	0.00	21,359.70	21,359.70	21,359.70	21,359.70	21,359.70	21,359.70	21,359.70	0	149,517.90	213,597	7	0%	213,
7-4	Additional Infrastructure Projects	0.00	0.00	0.00	0.00	0.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	0	168,000.00	240,000.00		0%	240,
	Community Development																100,000.00		
7-6 7-7	Project Main Street Transfer to Reserves	0.00	0.00		0.00	0.00	15,000.00 5,000.00	0	150,000.00 140,000.00	150,000.00 50,000.00		0%	150,						
	Total Capital Projects	-	0.00	-	-	105,000.00	65,359.70	65,359.70	65,359.70	65,359.70	65,359.70	65,359.70	65,359.70	105,000	607,517.90	653,597.00	653,597.00	16%	50, 653,
	Total Expenses	16,014.38	5,659.20	11,870.32	12,473.65	113,949.31	88,431.77	81,826.75	81,826.75	87,946.51	81,826.75	81,826.72	87,946.49	159,967	768,769.56	891,000.00		18%	891,
	General Acct. Balance	104,513.97	134,247.24	154,337.06	179,967.60	<u>103,718.24</u>													
2	PayPal Fund	-			+ +	<u> </u>	+ +		+ +		· ·								
			1	+ +	+ +	+ +	+ +		+ +										
3	TEXSTAR FUND Balance																		
	Beginning Balance	\$ 342,767.60	344,317.01	345,825.60	347,393.40	348,962.85	234,179.89	235,096.11	236,029.04	237,040.79	338,280.24	339,749.41	341,278.01						
	Interest	\$ 1,549.41	1,508.59	1,567.80	1,569.45	1,470.43	916.22	932.93	1,011.75	1,239.45	1,469.17	1,528.60	1,489.59						
	Deposit Withdrawals	\$ -							+ +	100,000.00									
	Ending Balance	·	345,825.60	347,393.40	348,962.85	350,433.28													
4	LOGIC FUND Balance																		
	Beginning Balance		167,283.97	168,048.41	168,839.28	169,629.31	112,857.01	113,318.66	113,783.94	114,285.16	114,778.82	115,295.20	115,831.05						
	interest Deposit	\$ 783.76	764.44	790.87	790.03	1,022.69	461.65	465.28	501.22	493.66	516.38	535.85	669.16 50,000.00						
	Withdrawals	\$-				103,000.00							30,000.00						
	Ending Balance	\$ 167,283.97	168,048.41	168,839.28	169,629.31	275,652.00													
$\parallel$																			
	Total LEDC Funds	\$ 616,114.95	648,121.25	670,569.74	698,559.76	729,803.52													

Budget	Proposed Budget	Pudgot Adiates	atc.
	Amendment	Budget Adjustmer	ILS
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#### LEDC Agenda Briefing for

March 11, 2024, Meeting

Agenda Item 5-B Discussion and action of Marketing Plans and Economic Development prospects and updates

See attached the newsletter page that will be included with the utility bill to residents and businesses in Lavon. Suggestions for next month's newsletter page are encouraged.

See attached the completion of the Performance Agreement with the City of Lavon for the Fitness Court where the LEDC is participating in up to \$100,000. Expenses to date would result in a cost to the LEDC of about \$82,500. The location of the Fitness Court will be next to City Hall within the City Park. See the agreement for the actual location.

See attached the 2023 LEDC Report of revenue and expenditures submitted to the Texas Comptroller.

See attached a Rockwall notice that their liquor election failed for the second time. North Rockwall residents may be excellent clients for the Lavon Spec's Store and the other two liquor stores.

See attached article regarding a Frisco Brewery and its incentives from the Frisco EDC and the City

See attached Site Plan and rending of the building for the Lavon Food and Fuel at SH 78 and Gage Rd,

See attached P & Z application for a site plan for a strip center next to Starbucks.

See attached real estate information of available retail property in the Lake Breeze development.



Top 10%

Congratulations to the Lavon Economic Development on their 7<sup>th</sup> Texas Economic Development Excellence Award from the Texas Economic Development Council! The award is a recognition of a threshold of professionalism, organizational effectiveness and outstanding commitment to excellence for Lavon's economic growth and development.

Lavon was one of seventy two economic development organization to received the TEDC's 2023 Economic Excellence Recognition. There are approximately 725 Type B economic development corporations in Texas. That means that Lavon Economic Development is in the Top 10 percent of all Type B Economic Development Corporations in Texas!



Congratulation to Olobe's Kitchen for their 1<sup>st</sup> Anniversary in Lavon. Their wonderful African cuisine is amazing. The Jollof Rice or the Swallow Foods (Fu Fu) is to be sampled and enjoyed.

Be sure to stop by and say hello and congratulate owner, Ms Bola, on her 1<sup>st</sup> Anniversary. The restaurant is a 440 State Highway 78, Suite 220 and their telephone is 469 619 7677





Congratulations also goes to a new business in Lavon—Daisy's Neveria . Wow, great real fruit ice cream and specialty items – you will love the options. Be sure to stop by Daisy Soto's Ice cream shop at 450 S. SH 78 Suite 140 Their phone number is 469 328 9004 .



We welcome Simply Smiles as a new business in Lavon. Dr. Phu Vonmg, DMD is pleased to have the opportunity to serve the dental needs of the residents of Lavon. His new office, Simply Smiles, is located at 905 S. SH 78, Suite B. His phone number is 972 853 8411.

#### **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("<u>Agreement</u>") is made by and among the Lavon Economic Development Corporation (the "<u>LEDC</u>"), and the City of Lavon, Texas (the "<u>City</u>")(each a "<u>Party</u>" and collectively the "<u>Parties</u>"), acting by and through their respective authorized representatives.

### WITNESSETH:

WHEREAS, the City owns certain real property described in <u>Exhibit "A"</u>, which consists of an approximately 2.3824-acre tract of land in Lavon, Collin County, Texas, generally located at 120 School Road, Lavon, Texas (the "<u>Property</u>"); and

WHEREAS, the City desires to develop an outdoor fitness court studio described in the submittals filed with the LEDC and in the site plan attached as <u>Exhibit "B"</u> (hereinafter defined as the "<u>Facility</u>"); and

WHEREAS, LEDC has agreed to contribute to the costs of the Facility on the Property through an economic development grant and incentives as set forth herein; and

WHEREAS, on September 25, 2023, the LEDC held a public hearing to hear public comments regarding the Facility project; and

WHEREAS, LEDC intends to contribute up to One Hundred Thousand and no/100 Dollars (\$100,000.00) toward the cost of the Facility; and

WHEREAS, the promotion of new community development initiatives within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the LEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505 of the Texas Local Government Code (the "Act" or "Development Corporation Act"), including Section 505.152, authorizes the LEDC to fund expenditures for equipment, facilities, and improvements found by the board of directors to be required or suitable for use for amateur sports, including children's sports, athletic, and public park purposes and events, including parks and park facilities; and

WHEREAS, the LEDC has determined that the LEDC Grant (hereinafter defined) for the Facility is required or suitable to promote or develop new or expanded community development initiatives and constitutes a "project," as that term is defined in the Act, and has complied with the notice requirements of the Act; and

WHEREAS, the LEDC has determined that making the LEDC Grant for the Facility in accordance with this Agreement will further the objectives of the LEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"City" shall have the meaning ascribed in the Recitals above.

"Effective Date" shall have the meaning in Article II below.

"Expenditure Information" shall have the meaning ascribed in Sec. 3.2(b).

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Site Plan attached as **Exhibit "B**".

"LEDC" shall have the meaning ascribed in the introductory paragraph above.

"LEDC Grant" shall mean an economic development grant of up to One Hundred Thousand and no/100 Dollars (\$100,000.00) to defray a portion of the final verified costs to conduct the construction of the Facility, to be paid as set forth herein.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

"Party" and "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Property" shall have the meaning ascribed in the Recitals above.

"Site Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B"**.

"Term" shall have the meaning ascribed in Article II below.

#### Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date (the "Term"), unless sooner terminated as provided herein.

#### Article III Projects

3.1 <u>Facility Timeframe</u>. The City shall, subject to events of Force Majeure, cause the Facility completion to occur not later than April 30, 2024.

3.2 Facility Project.

(a) <u>Cost Participation</u>. The LEDC agrees to contribute to the costs of the Facility through the payment of the LEDC Grant. The LEDC Grant shall be paid to the City within thirty (30) days of the Effective Date. In the event that the Facility construction does not occur, the City shall reimburse the LEDC the full amount of the LEDC Grant.

(b) <u>Facility Cost Verification</u>. Following completion of the Facility, but not later than thirty (30) days after completion of the Facility, City shall submit to the LEDC receipts, records, and invoices for the payment of the costs of the Facility, and such other records as the LEDC may reasonably request to verify such that the final actual costs are at least <u>\$155,000</u> on the Facility (the "Expenditure Information").

#### Article IV Termination

4.1 <u>Termination</u>. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties; or
- (b) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

#### Article V Miscellaneous

5.1 <u>Binding Agreement.</u> The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the City to receive the LEDC Grant shall be personal to the City and shall not transfer to the City's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

5.2 Limitation on Liability. Except for the LEDC's obligations to pay the LEDC Grant

Page 3 of 8

as set forth in this Agreement, the LEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to City, or any third parties in connection with the Facility and/or the Property. City acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the LEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. LEDC acknowledges and agrees that there shall be no personal recourse to the officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement.

5.3 <u>No Joint Venture</u>. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

5.4 <u>Authorization</u>. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

5.5 <u>Notice</u>. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for LEDC, to:

Lavon Economic Development Corporation Attn: Executive Director 120 School Road, PO Box 340 Lavon, Texas 75116

If intended for City, to:

City of Lavon, Texas Attn: City Manager 120 School Road, PO Box 340 Lavon, TX 75116

5.6 <u>Entire Agreement</u>. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement.

5.7 <u>Governing Law</u>. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.8 <u>Amendment</u>. This Agreement may only be amended by the mutual written agreement of the Parties.

5.9 <u>Legal Construction</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, 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 shall 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.

5.10 <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.11 <u>Successors and Assigns</u>. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

5.12 <u>Recitals</u>. The recitals to this Agreement are incorporated herein.

5.13 <u>Counterparts</u>. 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.

5.14 <u>Survival of Covenants</u>. 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.

5.15 <u>Consents and Approvals</u>. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

5.16 <u>Employment of Undocumented Workers</u>. During the term of this Agreement, the City agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the City shall repay the LEDC Grant herein within 120 days after the date the City is notified by the LEDC of such violation. The City is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the City or by a person or entity with whom the City contracts.

5.17 <u>Statutory Provisions</u>. Both Parties shall be in compliance with Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Texas Government Code Chapter 2270 (boycotting Israel prohibited), and Texas Government Code Chapter 2274 (boycotting energy companies prohibited and discrimination against firearms entities or trade associations prohibited). **EXECUTED** on the 5<sup>th</sup> day of March 2024.

LAVON ECONOMIC DEVELOPMENT CORP.

By:\_

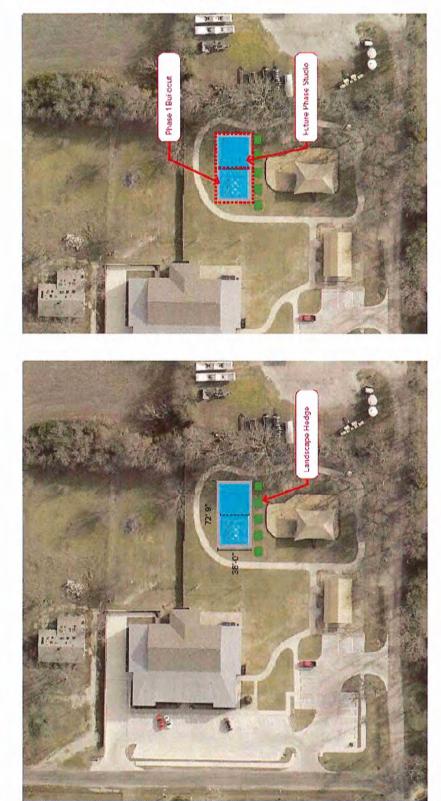
Kay Wright, President

CITY OF LAVON, TEXAS

By:\_\_\_

Vicki Sanson, Mayor

## EXHIBIT "B" Site Plan PHASE 1



Lavon City Park Conceptual Fitness Court Layout

# **Economic Development Corporation Report**

# City: Lavon / Fiscal Year: 2023 / Corporation Type: 4B

O Update completed successfully!

Corporation Name	Lavon Economic Development Corporation
Secretary of State File / Charter Number	800452283
Contact Person	Pam Mundo
	Executive Director
Address	P.O. Box 340
	Lavon 75166
Contact numbers	Phone: 214-843-4220
	Fax:
Corporation's fiscal year	From Oct 2022 To Sep 2023

Infrastructure Projects Other Objective Job Creation/Job Retention Sports Facilities/Recreation Tourism

V

Other Description (Objective): Small business and entrepreneur development

\$ Corporation's financial information

Corporation's fiscal year ending unrestricted fund balance or unrestricted retaining earnings: \$568,275.00

### Corporation's total revenues during the fiscal year

Sales Tax Revenue	\$300,152.00
State/Federal Grants and Matching Contributions	\$0.00
Rental/Lease/User Fees Income	\$0.00
Bond Proceeds/Loans Obtained	\$0.00
Other Revenues	\$17,183.00
TOTAL FISCAL YEAR REVENUES	\$317,335.00

# Corporation's total expenditures during the fiscal year in each of the following categories

Personnel	\$0.00
Administration	\$78,758.00
Marketing and Promotion	\$33,326.00
Direct Business Incentives	\$11,980.00
Job Training	\$0.00
Debt Service	\$24,479.00
Capital Costs	\$9,160.00
Affordable Housing	\$0.00
Payments to Taxing Units	\$0.00
Other Expenditures	\$0.00
TOTAL FISCAL YEAR EXPENDITURES	\$157,703.00

# Corporation's capital assets

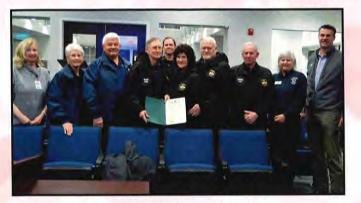
Land

Person Completing this Form

Name: Pam Mundo, Executive Director

Phone: 214-773-0966

### **Out and About in Rockwall**



#### **Recognizing COP Volunteers**

At a recent City Council meeting, the Mayor and Councilmembers presented a proclamation to honor the service of the Rockwall Police Department's Citizens on Patrol (COP) volunteers. In 2023 Rockwall COP volunteers went above and beyond, collectively giving just shy of 7,000 volunteer hours, resulting in an estimated cost savings to the city of \$314,685!

A LA SECRETA We, the under of the Texas I (Nosofron, Rus opecitor food of capacitation of	regned qualified volars of Dectors Code. The 17 of Indextos sciantes capar a code dece la determina dicha dece la determina To Legalize Dece Legalize	CITY OF ROCEWALLS. TEXAs, CORRALL, ERAS, of the City of Rockwell - Rockwell County, it was also were meeting on the Number County, it was also were considered as the Number County of the State of County of Rockwell County of Providence and County of Rockwell County of The Legand state of all alcoholic cars? "La county county of Rockwell County its providence and the County of Rockwell County of the personance when signatures appears from the two the county of the County of Rockwell County of Rockwell County of Rockwell County of Rockwell County of Rockwell County of Rockwell County of Rockwell County of Rockwell County o	TX. hereby respectfully request the of submitting to the legality mush, is de Rootway, foreas, por metho de even, Tiluda 17 en área manutimenta heverages for off-premise, das alcoholicas para consus	consumption onb	be taller ne detern repdent t	i in ecc vnatior ploans ie some	eter a los volt	unders Registernovitie
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#### Second Liquor Petition Fails in Rockwall

For the second time in the past several months, a petitioner's attempt to get on the ballot to legalize liquor sales in Rockwall has failed. Specific purpose committee, Friends of Total Wine in Rockwall, was out in the community last fall, and failed to get the necessary number of valid signatures to bring the issue before voters. The first attempt failed last summer.



#### **Citizen's Fire Academy Teaches Valuable Lessons**

The Rockwall Fire Department will soon host their Citizen's Fire Academy. This is an intensive program held twice a year to teach participants what it's like to be a firefighter on a daily basis.

While students learn to climb 100' ladders, don firefighter gear, operate extrication equipment used to cut someone out of a car, and so much more... they're also gaining a better awareness of safety, and how crucial the fire service is in Rockwall.

If you're interested in reserving a seat in the class, please visit the Fire Department's website at rockwall.com/fire\_CFA.asp

#### Love Your Landscape... Prepare Now for Spring Ahead

Believe it or not, February and March are actually busy months for your landscape. Here are some of the things you need to do now to prepare for a greener yard this spring.

- Cut back perennials
- Cut back ornamental grasses
- Cut back most roses depending on variety
- Apply pre-emergent the first half of February, following label directions
- Add mulch to beds as needed, but no more than a 2" layer
- This is your last opportunity to prune any trees in the landscape
- Get your mower ready, change oil, add new blades
- Toward the end of February, drop your mower 1" lower than you had it last fall to get ready for your spring scalp



# FRISCO Rollertown Beerworks can almost taste foam

City looking to tap some '26 World Cup tourism profits

and Main Street.

to Rollertown," said Jonathan Rog-

'I'm grateful that we will have a year

of operating the Frisco venue under

Cup, "and we'll be right in the mid-

sports radio hosts Ben Rogers and

The craft brewery, launched by

scends on Frisco and DFW."

dle of it all."

ers, CEO of Rollertown Beerworks.

#### By SUSAN MCFARLAND Staff Writer susan.mcfarland@dallasnews.com

The sale of beer in 2022 pumped \$34 billion into the state's economy, according to a biennial economic impact study commissioned by the Beer Institute and National Beer Wholesalers Association

And if Frisco's projections are right, it's got \$12 million on tap with the new Rollertown Beerworks set near the city's downtown landmark silos

With breweries still a major driver for local economies, Frisco, with the World Cup in mind, wants its piece of the pie as hundreds of thousands of people are expected to descend on Dallas-Fort Worth in 2026 for nine FIFA World Cup matches, including a semifinal.

Last week, City Council OK'd a



Ben Rogers/Rollertown Beerworks

The craft brewery, launched by sports radio hosts Ben Rogers and Jeff "Skin" Wade, is expanding from its Celina location that opened in 2020. FC Dallas is two blocks down Main Street from them

our belts before the World Cup de-Jeff "Skin" Wade, is expanding from its Celina location that opened in Rogers expects Frisco will be a 2020. hub of activity during the World

Stephanie Scott-Sims, development manager, said the Frisco location also includes production facilities, a 5,185 square-foot outdoor beer garder. a 20,957 square-foot

event lawn with a 720 square-foot stage strategically placed to be a draw from Main Street traffic.

"There have been discussions about Rollertown working with food truck vendors, so hopefully that

See BREWERY Page 98

Brewery plans are chugging along

#### Continued from Page 1B

will come to fruition," she said. "There have been talks about projecting images onto the silos so that will add a pretty cool atmosphere to it."

Mayor Jeff Cheney, who aid groundbreaking will take place within the next few nonths, thinks the brewery is he right fit for the property. "Over the last 10 years we've

een pitched ideas of office pace to you name it." Cheney aid. "It's always been Council's irection to have something relly unique on this property, a lestination that could blend ome entertainment with it and truly make the historical significance of the silos feel like they're actually a part of the development." Rogers said the silos have a

said

for people of all ages.

lot of meaning for folks in and around Frisco, so they wanted to honor and celebrate that history. "We were very intentional

ham said. about highlighting the silos in the design process," Rogers Meinershagen said it's exciting



<sup>2023</sup> File Photo/Elias Valverde II

Jeff "Skin" Wade (left) and Ben Rogers own the brewery. "I'm grateful that we will have a year of operating the Frisco venue under our belts" before the World Cup, Rogers said.

to bring this to the community. Cheney said the venue will "We are intentionally creatbe family-friendly with proing downtown with more of a gramming throughout the day living room feel concept," Meinershagen said. "Gathering Angelia Pelham, deputy places where people can just mayor pro tem, underscored enjoy, relax and spend time tothe family-friendly point.

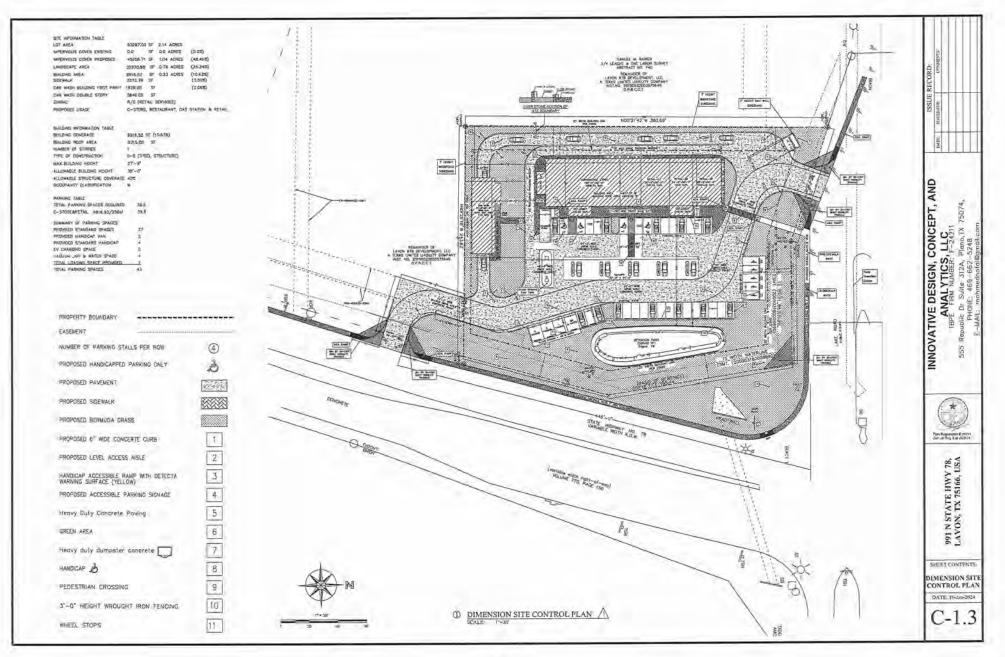
gether." "Typically when you think of The city's two development a brewery, you think of alcohol. corporations - Frisco Econombut they have been very delibic Development Corporation erate about making sure that and Frisco Community Develthis is a family experience," Pelopment Corporation - will invest up to \$12 million to build Council member Tammy the brewery. The 23-year lease an FAQ about the Frisco pro-

works to pay back \$10 million of the development costs and cover the facility's operating expenses.

Rogers said in partnership with the city, the venue will be a pillar of Frisco's entertainment. district.

"We are ecstatic to build a one-of-a-kind, Main Street destination in the heart of Downtown Frisco," Rogers said

Rollertown Beerworks has deal requires Rollertown Beer- ject on its website.



-

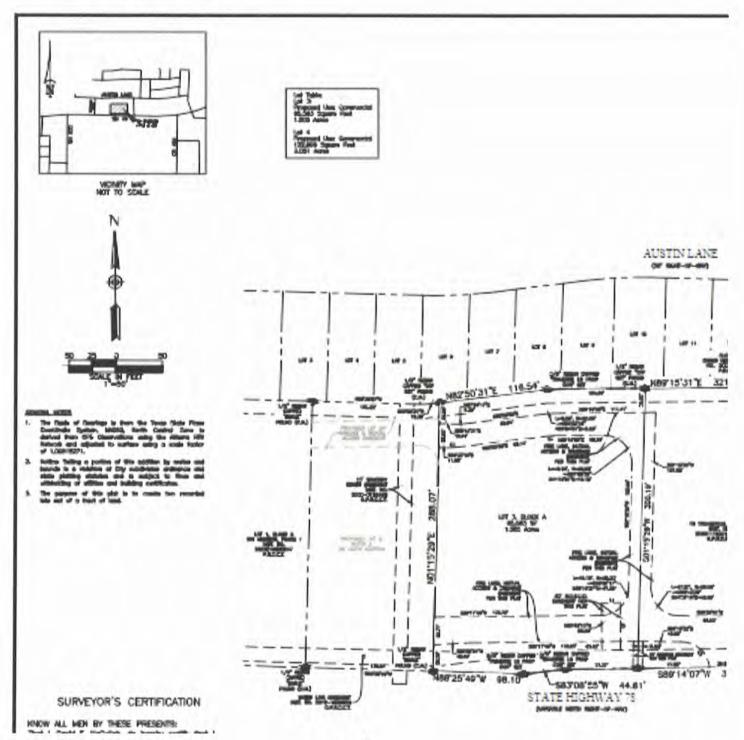
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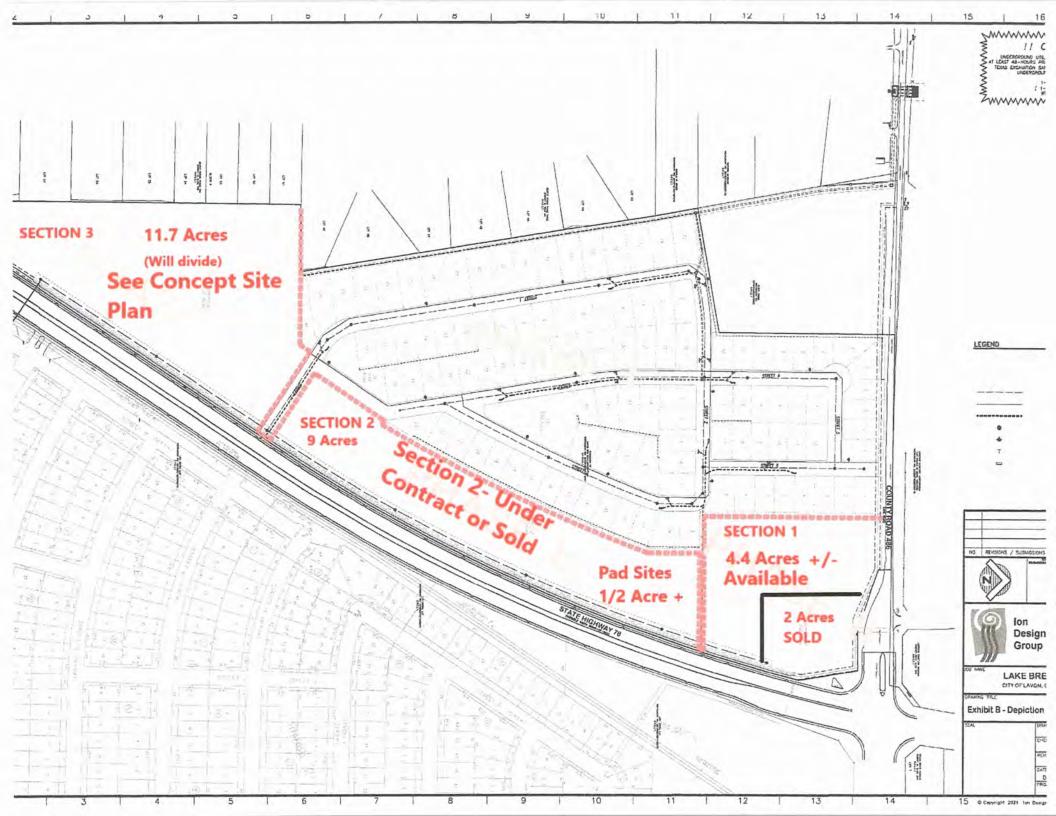


## Pam Mundo

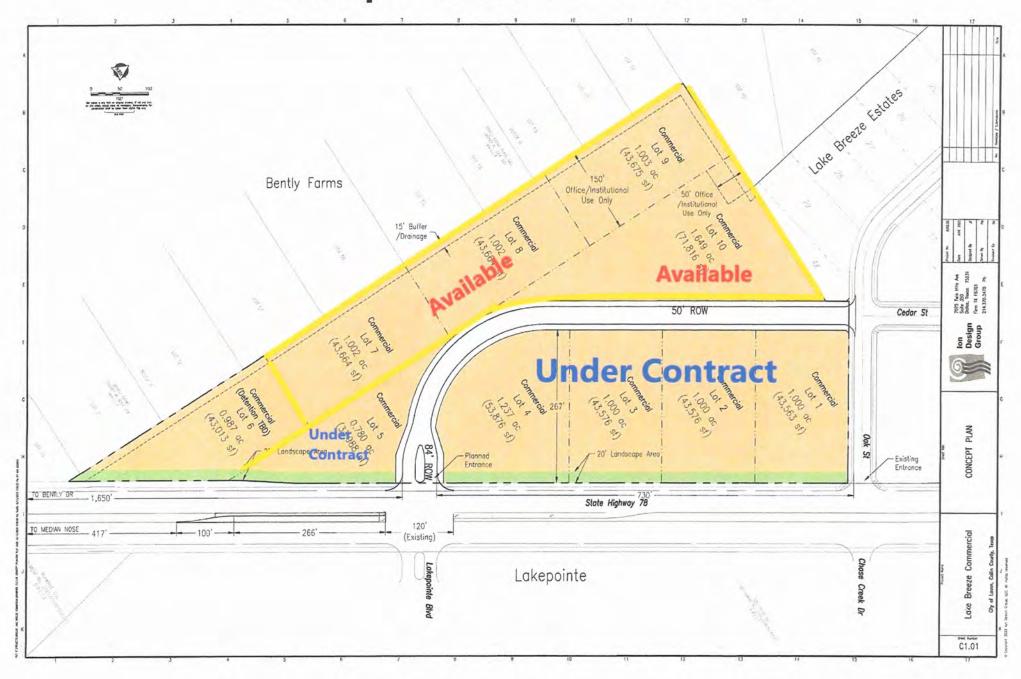
From:	Kim Dobbs <kdobbs@lavontx.gov></kdobbs@lavontx.gov>				
Sent:	Friday, February 23, 2024 7:51 PM				
To:	Pam Mundo				
Subject:	Lavon Retail Plaza				

The developer submitted a preliminary and final plat for the project next to Starbucks late this afternoon. We will work towards the March 5 P&Z meeting.





# **Concept Site Plan -11.7 +/- Acres**



LEDC Agenda Briefing for

March 11, 2024, Meeting

Agenda Item 6 Conduct a public hearing to consider purchase of property at 105 School Road, Lavon

It has come to the attention of the City that two 0.25-acre parcels of property may be available for sale at 105 School Road, Property Tax ID 1291122 and Property ID 1291131.

Should these land parcels be acquired by the LEDC and the building on the property demolished?



### AGENDA March 11, 2024 Lavon Economic Development Corporation 120 School Road, Lavon, TX Zoom Meeting Executive Session

### MEMBERS OF LAVON ECONOMIC DEVELOPMENT CORPORATION PRESENT:

Attending: All Wright Williams Mclure	Sanson	Manzelle	Serpette	Dumas	
Attorney(s):					
Attorney(s):					

### A. ANNOUNCEMENT OF PRESIDING OFFICER:

The Lavon Economic Development Corporation began its Executive Session at

\_\_\_\_\_ p.m.

#### EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the Lavon Economic Development Corporation may recess into executive session (closed meeting) for discussion pursuant to Section 551.071 deliberate and consult with the LEDC attorney on a matter in which the duty of the attorney to the LEDC under the Texas disciplinary rule of professional conduct of the state bar of Texas clearly conflicts with Chapter 551, including: (1) Marketing agreement with Inroads Realty and Section 551.072 to deliberate the purchase, exchange, lease or value of real property including (1) Property located at 619 Main Street; and (2) Property located at 105 School Road.

#### **B. ANNOUNCEMENT BY PRESIDING OFFICER:**

The Lavon Economic Development Corporation completed its Executive Session at

\_\_\_\_\_ p.m. No action was taken

### C. CERTIFICATION

I hereby certify that this Agenda of an Executive Session of the Economic Development Corporation of the City of Lavon is a true and correct record of the proceedings pursuant to Tex. Gov't Code Ann. § 551.103 (Vernon 1994).

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_



AGENDA March 11, 2024 Lavon Economic Development Corporation 120 School Road, Lavon, TX Zoom Meeting Executive Session

**Presiding Officer**