

C.J. Watts, President
Preston Moses, Vice President
Sonny Rougeou, Secretary & Treasurer
Eddie Moses, Director
Jamie Nickells, Director
Gilbert Guerrero, Director
Christina "Ari" Arias, Director

Trey Bailey, EDC Director
Christina "Ari" Arias, EDC Director

PUBLIC NOTICE
REGULAR MEETING AGENDA
LULING ECONOMIC DEVELOPMENT CORPORATION
WEDNESDAY, JUNE 18TH, 2025
5:30 P.M.
LULING CITY HALL
509 E. CROCKETT ST | LULING, TEXAS 78648

CALL TO ORDER

1. Roll call and recognition of visitors.

PUBLIC COMMENTS

2. This time is set aside for any person who wishes to address the Board. Presentations should be limited to no more than 3 minutes. The presiding officer will call on those persons who have signed up to speak.

MINUTES

3. Approval of minutes for the Board of Directors Regular Monthly Meeting held Wednesday, May 21st, 2025 at 5:30 p.m.

FINANCIAL REPORT

4. Approval of financial report for June 18, 2025 meeting.

DISCUSSION AND/OR ACTION

5. Discussion and possible action regarding the removal of Christina Arias (Ari) from the LEDC Board due to her appointment as Executive Director and recommendation of a candidate to fill the resulting vacancy. (Arias)
6. Discussion and possible action to approve budget amendment request to move \$3,000.00 from the Office line item to Office Supplies to the purchase of a phone and computer for operational purposes under Office Supplies. (Arias)
(Office: \$3,000.00 after amendments; Office Supplies: \$3,750.00 after amendment)
7. Discussion and possible action to approve budget amendment request to move \$6,000.00 from Contingency line item to Professional Development for future conferences, training sessions, and training manuals for CECD accreditation in the future for Executive Director. (Arias)

(Professional Development: \$6,000.00 after amendments; Contingency: \$4,000.00 after amendment)

8. Discussion and possible action regarding the allocation of Type B EDC funds for 1/3 partial renovation of a municipal building to establish office and conference space dedicated to economic development activities. The renovated space will include a publicly accessible conference room for meetings with businesses, site selectors, and partner organizations, as well as a designated office for the Luling EDC Executive Director. (Arias/McLaughlin)
9. Discussion and possible action regarding the purchase of a domain name and development of a website for the Luling Economic Development Corporation. Executive Director requests approval to obtain domain (e.g., lulingedc.org) and launching a basic website to enhance Luling EDC's visibility, support outreach efforts, and serve as a hub for economic development information. (Arias)
10. Discussion and possible action regarding rebranding the Luling Economic Development Corporation, including the development of a new logo and official seal. (Arias)
11. Discussion and possible action regarding the Hays Caldwell Economic Development Partnership board replacement. (Watts)
12. Discussion and possible action regarding a revision to Section 3 of the Boys and Girls Club of South-Central Texas Performance Agreement to establish a specific deadline for application submissions to LEDC. (Arias/Bailey)
13. Discussion and possible action regarding the implementation of a two-signature requirement for all Luling Economic Development Corporation checks and designation of authorized signatories. (Arias)
14. Discussion and possible action regarding obtaining a debit card for the Luling Economic Development Corporation with a designated spending limit. (Arias)

EXECUTIVE DIRECTOR REPORT

15. Update on CTE Advisory Committee
16. Update on Wild Branch Brewing Company

INFORMATION FROM THE BOARD

17. Board members may offer comments, ask questions, or propose topics for future agenda items. No formal action will be taken during this portion of the meeting.

C.J. Watts, President
Preston Moses, Vice President
Sonny Rougeou, Secretary & Treasurer
Eddie Moses, Director
Jamie Nickells, Director
Gilbert Guerrero, Director
Christina "Ari" Arias, Director

Trey Bailey, EDC Director
Christina "Ari" Arias, EDC Director

ADJOURN

The Luling Economic Development Corporation Board of Directors reserves the right to discuss any of the above items in Executive Closed Session if they meet the qualifications in Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.086, 551.087 of Chapter 551 of the Government Code of the State of Texas.



Christina Arias ("Ari")

POSTED ON THIS DAY 13th OF June, 2025 at 1:45pm.

MINUTES
REGULAR MEETING
LULING ECONOMIC DEVELOPMENT CORPORATION
Wednesday, May 21, 2025 – 5:30 p.m.

Present: James Nickells, C.J. Watts, Sonny Rougeou, Ari Arias, Gilbert Guerrero and Trey Bailey. Guests Mark Terry and Norma Hinojos from Boys and Girls Club of South Central Texas and Karen Bell.

1. Approve Minutes of April 23, 2025 Regular Meeting – upon a motion by James Nickells, and a second by Ari Arias, the Board voted 4-0 (Guerrero had not arrived) to approve the minutes of the April 23 Regular Meeting.
2. Approve Financial Report – Upon a motion by Sonny Rougeou and a second by James Nickells, the Board voted 4-0 to approve the financial report as presented.
3. Citizens Comments – None
4. Discussion and Possible Action to Approve Membership Fees for International Economic Development Council (IEDC) – Upon a motion by Gilbert Guerrero and a second by James Nickells, the Board voted 5-0 to authorize payment of \$170.00 to join the International Economic Development Council
5. Discussion and Possible Action to Approve Participation in the IEDC Rural Economic Development Retreat and Proposal Submission – Following discussion and upon a motion by Gilbert Guerrero and a second by James Nickells, the Board voted 3-1 to authorize up to \$1,500 for Ari Arias to attend the Rural Economic Development Retreat in Great Falls, Montana June 23-25, 2025. Rougeou voted against and Aria abstained.
6. Discussion/Action regarding personnel – The Board retired into Executive Session regarding personnel at 6:25 p.m. (Guerrero had to leave prior to going into Executive Session). The Board returned into open session at 6:41. No action was taken on this agenda item.
7. Discussion/Action regarding participation with Boys and Girls Club of South Central Texas for Tesla Internship Program – Following a presentation and discussion by Mark Terry and Norma Hinojos from the Boys and Girls Club of South Central Texas, and upon a motion by James Nickells and a second by Gilbert Guerrero, the Board voted 5-0 to approve \$28,000 for transportation and \$1,100 per student up to 20 students to participate in the Tesla Manufacturing Development Program. The funding was contingent upon securing a minimum of 10 and a maximum of 20 participants.
8. Discussion/Action regarding Microenterprise Loan Program.
9. Discussion/Action regarding plans for additional daycare facilities in the community.
10. Discussion/Action regarding development at Airport and/or Industrial Park to include Project Barrel Bolt.

Upon a motion by James Nickells and a second by Ari Arias, the Board voted 4-0 to table agenda items eight, nine and ten.
11. Ex. Director's Report Bailey reported that he had a conversation with a Caldwell County brewery interested in finding a location in Luling for a taproom. He reminded the Board that they would need to fill the vacancy on the Board in June when Aria takes the helm. He informed the Board of the luncheon and celebration on Friday at the Hometown Meat Market
12. Information Items from the Board – Watts said she would like to see Arias take her position as Luling representative on the Hays Caldwell Partnership starting in June.
13. Adjourn – Upon a motion by Ari Arias and a second by Sonny Rougeou, the Board voted 4-0 to adjourn at 7:00 p.m.

Luling Economic Development Corporation
Balance Sheet Standard

06/13/25

As of June 13, 2025

	<u>Jun 13, '25</u>
ASSETS	
Current Assets	
Checking/Savings	
IBC Checking	1,354,073.06
IBC #3	165,931.30
Sage Capital Bank 3	168,540.66
Citizens CD 1	165,345.28
American National	20,077.66
IBC Bank	14,350.14
IBC-Oil Museum Guara...	24,603.57
Logic	<u>2,588,574.64</u>
Total Checking/Savings	4,501,496.31
Other Current Assets	
City Golf Course Loan	279,119.84
OIL MUSEUM LOAN	<u>6,000.00</u>
Total Other Current Assets	<u>285,119.84</u>
Total Current Assets	<u>4,786,616.15</u>
TOTAL ASSETS	<u><u>4,786,616.15</u></u>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	2,656,868.30
Retained Earnings	2,014,774.80
Net Income	<u>114,973.05</u>
Total Equity	<u>4,786,616.15</u>
TOTAL LIABILITIES & EQU...	<u><u>4,786,616.15</u></u>

Luling Economic Development Corporation
Profit and Loss Standard

06/13/25

April 1 through June 13, 2025

	<u>Apr 1 - Jun 13, '...</u>
Ordinary Income/Expe...	
Income	
Interest from ANB	135.23
Interest from IBC	2,890.66
Interest from Logic	17,525.60
Sales Tax Revenue	<u>99,259.94</u>
Total Income	119,811.43
Expense	
Memberships	170.00
Advertising	51.00
Bank Service Charges	35.00
Dues and Subscripti...	350.00
Equipment Rental	150.00
Professional Dev.	1,500.00
Professional Fees	2,497.40
Supplies	
Office	<u>84.98</u>
Total Supplies	<u>84.98</u>
Total Expense	<u>4,838.38</u>
Net Ordinary Income	<u>114,973.05</u>
Net Income	<u><u>114,973.05</u></u>

LULING ECONOMIC DEVELOPMENT CORPORATION
Sales Tax Collection History

Month Received	97-98	98-99	99-00	2000-2001	2001-2002	2002-2003	2003-2004
April	\$7,832.56	\$8,685.73	\$8,151.42	\$10,967.85	\$10,765.84	\$9,961.92	\$11,219.57
May	\$11,447.66	\$12,173.83	\$15,205.58	\$14,178.74	\$18,044.18	\$14,153.43	\$14,296.19
June	\$9,256.88	\$8,253.60	\$9,236.23	\$10,906.43	\$11,190.79	\$13,307.50	\$14,576.86
July	\$8,675.64	\$8,959.45	\$9,002.42	\$11,466.98	\$11,778.41	\$10,541.65	\$11,450.88
August	\$12,490.61	\$14,091.28	\$13,763.92	\$14,713.36	\$15,828.81	\$16,011.24	\$15,138.33
September	\$10,470.35	\$9,792.41	\$13,486.32	\$11,312.30	\$12,889.88	\$12,094.33	\$13,420.34
October	\$8,758.54	\$7,707.75	\$16,601.73	\$12,284.63	\$13,692.22	\$12,052.72	\$14,506.54
November	\$11,206.41	\$12,257.99	\$7,742.12	\$13,864.84	\$14,544.30	\$13,097.49	\$15,662.70
December	\$9,311.68	\$10,367.47	\$8,732.41	\$11,779.44	\$12,683.48	\$12,000.95	\$11,396.33
January	\$8,365.78	\$7,986.88	\$9,717.87	\$10,971.17	\$11,153.29	\$10,584.14	\$12,952.81
February	\$13,650.19	\$14,345.20	\$11,799.83	\$17,178.84	\$16,309.15	\$15,906.39	\$16,247.13
March	\$9,239.83	\$7,832.97	\$10,314.31	\$9,793.97	\$9,880.58	\$10,964.54	\$16,090.02
Annual Total	\$120,706.13	\$122,454.56	\$133,754.16	\$149,418.55	\$158,760.93	\$150,676.30	\$166,957.70

Month Received	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010 - 2011
April	\$11,700.89	\$12,636.22	\$20,608.65	\$21,843.43	\$22,525.39	\$22,510.81	\$ 22,312.43
May	\$16,757.47	\$17,609.66	\$24,170.16	\$29,120.95	\$30,819.20	\$26,549.01	\$ 30,541.76
June	\$12,535.61	\$16,576.50	\$24,124.54	\$20,440.13	\$25,574.64	\$23,736.92	\$ 27,615.12
July	\$12,426.48	\$16,386.81	\$25,412.70	\$24,331.29	\$29,793.16	\$25,865.28	\$ 26,981.32
August	\$19,460.95	\$20,470.99	\$30,099.53	\$29,552.02	\$32,315.63	\$31,382.72	\$ 34,744.25
September	\$17,198.96	\$19,116.42	\$28,370.84	\$23,110.84	\$34,380.73	\$28,174.17	\$ 31,433.23
October	\$15,402.75	\$18,386.71	\$26,884.35	\$24,302.73	\$31,196.79	\$26,030.77	\$ 31,819.19
November	\$17,514.06	\$20,784.91	\$26,821.94	\$26,652.18	\$31,286.84	\$29,346.41	\$ 32,351.62
December	\$12,935.94	\$17,351.06	\$26,779.14	\$23,733.92	\$30,429.62	\$25,082.31	\$ 31,369.05
January	\$14,186.00	\$17,990.43	\$27,398.62	\$22,602.24	\$28,085.37	\$23,158.03	\$ 30,923.04
February	\$16,616.96	\$21,785.86	\$28,636.10	\$28,639.67	\$27,873.88	\$26,427.87	\$ 38,117.58
March	\$14,538.79	\$18,950.87	\$18,480.51	\$25,577.18	\$24,100.99	\$23,795.54	\$ 29,149.36
	\$181,274.86	\$218,046.44	\$307,787.11	\$299,906.58	\$348,382.24	\$312,059.84	\$ 367,357.95

Month Received	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018
April	\$28,305.95	\$32,302.82	\$34,169.45	\$35,039.80	\$31,241.23	\$ 26,614.18	\$31,909.50
May	\$42,309.95	\$44,368.80	\$47,045.36	\$88,206.07	\$48,439.69	\$ 38,667.99	\$38,263.62
June	\$36,252.91	\$38,046.85	\$45,340.40	\$40,530.38	\$35,734.09	\$ 30,567.82	\$36,766.82
July	\$32,275.05	\$41,514.50	\$42,842.51	\$36,161.49	\$33,944.33	\$ 33,776.38	\$36,342.36
August	\$42,867.20	\$46,885.10	\$54,314.92	\$44,346.17	\$51,510.47	\$ 37,223.68	\$39,236.32
September	\$28,852.52	\$42,377.46	\$42,964.93	\$43,805.75	\$42,840.11	\$ 42,115.49	\$40,709.64
October	\$46,010.09	\$48,387.30	\$47,706.88	\$43,190.99	\$35,129.29	\$ 35,059.32	\$34,320.31
November	\$38,910.13	\$45,405.83	\$44,791.03	\$101,123.85	\$49,067.22	\$ 34,972.76	\$33,978.40
December	\$37,913.51	\$35,059.45	\$41,548.92	\$35,781.40	\$32,802.03	\$ 32,560.99	\$32,531.49
January	\$36,676.93	\$35,684.43	\$37,270.49	\$35,810.69	\$33,501.12	\$ 34,386.14	\$35,797.60
February	\$40,450.52	\$43,150.94	\$63,345.73	\$71,406.76	\$43,509.81	\$ 37,918.79	\$36,203.01
March	\$34,897.19	\$34,978.28	\$40,405.31	\$37,330.04	\$29,611.38	\$ 29,555.04	\$28,814.66
	\$445,721.95	\$488,161.76	\$541,745.93	\$612,733.39	\$467,330.77	\$ 413,418.58	\$424,873.73

Month Received	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022-2023	2023-2024	2024-2025
April	\$30,357.78	\$43,753.88	\$ 33,526.35	\$ 32,651.19	\$ 50,577.03	\$ 62,060.66	\$ 52,453.84
May	\$40,367.20	\$30,845.13	\$ 35,267.32	\$ 48,094.35	\$ 57,401.87	\$ 67,915.87	\$ 47,554.56
June	\$34,003.66	\$45,814.37	\$ 31,070.26	\$ 43,175.35	\$ 51,284.69	\$ 40,545.55	\$ 72,282.93
July	\$36,469.91	\$26,594.13	\$ 39,165.54	\$ 47,685.91	\$ 54,751.77	\$ 58,223.13	\$ 71,337.26
August	\$43,639.85	\$47,244.42	\$ 52,974.03	\$ 52,612.39	\$ 62,862.17	\$ 80,351.00	\$ 49,507.78
September	\$40,510.08	\$42,106.88	\$ 30,973.52	\$ 48,373.67	\$ 65,904.56	\$ 44,190.34	\$ 87,763.91
October	\$45,196.97	\$41,503.98	\$ 40,429.40	\$ 55,038.52	\$ 52,260.61	\$ 79,805.06	\$ 43,002.87
November	\$32,603.87	\$37,426.40	\$ 44,142.49	\$ 50,186.39	\$ 54,787.61	\$ 43,143.09	\$ 43,012.58
December	\$33,286.27	\$39,998.19	\$ 38,834.19	\$ 48,614.26	\$ 55,139.21	\$ 51,770.43	\$ 59,358.21
January	\$30,802.17	\$38,434.69	\$ 38,074.08	\$ 49,103.34	\$ 49,888.43	\$ 59,591.50	\$ 62,708.54
February	\$42,749.62	\$43,914.15	\$ 43,855.14	\$ 58,126.71	\$ 62,128.86	\$ 62,190.29	\$ 86,784.91
March	\$30,712.74	\$34,384.00	\$ 35,219.25	\$ 42,297.51	\$ 50,595.26	\$ 51,254.53	\$ 51,122.85
	\$440,700.12	\$ 472,020.22	\$ 463,531.57	\$ 575,959.59	\$ 667,582.07	\$ 701,041.45	\$ 726,890.24

Month Received	2025-2026
April	\$ 56,539.80
May	\$ 42,729.14
June	\$ 60,344.98
July	
August	
September	
October	
November	
December	
January	
February	
March	
	\$ 159,613.92

PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is made and entered into by and between the Luling Economic Development Corporation (“LEDC”), a Type B Texas economic development corporation organized pursuant to Tex. Rev. Civ. Stat. Ann. art. 5190.6 §4B, as codified in Chapters 501 et seq. of the Texas Local Government Code, and the Boys and Girls Club of South Central Texas (“BGCSCT”), a Texas non-profit corporation operating in Caldwell, Comal, Guadalupe, and Hays Counties, collectively sometimes referred to herein as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, BGCSCT serves youth across Caldwell, Comal, Guadalupe, and Hays Counties; and

WHEREAS, BGCSCT desires to establish a Career Pathways Program (“Program”) for Luling high school graduates in which BGCSCT assists Program participants in career training and employment assistance, including but not limited to, completing the Tesla Manufacturing Development Program; and

WHEREAS, BGCSCT shall contribute staff and other resources to provide Program participants with one-on-one mentorship, reliable transportation to and from training, and additional support through BGCSCT’s youth development programs; and

WHEREAS, the LEDC exists for the primary purpose of developing, stabilizing, diversifying, and expanding the Luling economy through the retention, expansion, and recruitment of employment opportunities in order to benefit citizens of Luling and the surrounding areas; and

WHEREAS, the LEDC desires to provide a maximum of \$50,000 to help BGCSCT recover Program costs related to Luling high school graduates participating in the Program, including costs of transportation, program coordination and staffing, mentorship and follow-up support, outreach, marketing and orientation, and outcome tracking and evaluation; and

WHEREAS, the LEDC is authorized by Chapter 501 et seq., Texas Local Government Code to promote state and local economic development and to stimulate business and commercial activity within the City of Luling. The LEDC board of directors hereby determines and finds that the expenditures provided for by this Agreement are authorized by Section 501.105, Texas Local Government Code, and will promote new or expanded business development in the City and the surrounding area;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, LEDC and BGCSCT agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth.

Section 2. Definitions

As used herein the following terms shall have the meanings set forth below:

- (a) “City of Luling” and “City” shall mean the governing municipal corporation, the area that is within the city limits of the City of Luling and the area that is within Caldwell County, Texas, and any area that the LEDC would determine is beneficial to the City on a project-by-project basis.
- (b) “Program” shall mean BGCSCT’s Career Pathways Program.
- (c) “Program participant” shall mean an individual accepted into and attending BGCSCT’s Career Pathways Program.

Section 3. LEDC’s Requirements

The LEDC will provide \$28,000 to BGCSCT to reimburse BGCSCT for costs incurred in transporting program participants from Luling to the training location and from the training location back to Luling. The LEDC will also contribute \$1,100 per applicant accepted into the Program, up to 20 participants, for Program coordination and staffing, mentorship and follow-up support, outreach, marketing and orientation, and outcome tracking and evaluation. If a minimum of 10 applicants is not accepted into the Program by _____, then this Agreement will terminate and no funds will be provided. The maximum total reimbursement based on 20 program participants will not exceed \$50,000.

The LEDC will review invoices provided by BGCSCT pursuant to Section 4 of this Agreement and reimburse allowable costs within 30 days of receipt of the invoice. Unallowable costs will not be reimbursed.

Section 4. BGCSCT’s Requirements

- (a) BGCSCT will provide transportation to/from training for program participants, including van/bus, fuel, insurance, and driver for the duration of the Program.

- (b) BGCSCT will provide program coordination and staffing to include program manager, mentor, and administrative support for the term of this Agreement.
- (c) BGCSCT will provide mentorship and follow-up support for program participants including weekly check-ins and post program follow-up.
- (d) BGCSCT will provide outreach, recruiting, marketing and orientation required to register a minimum of 10, and a maximum of 20, program participants.
- (e) BGCSCT will submit monthly invoices for all allowable costs incurred under this Agreement. Each invoice shall include a detailed breakdown of the costs incurred in the month covered by the invoice. BGCSCT will submit invoices to the LEDC at the LEDC's address shown on the signature page.
- (f) BGCSCT will provide outcome tracking and evaluation during the term of this Agreement and make monthly reports to the LEDC Board through surveys, reporting, and data tools.

Section 5. Covenants, Warranties, Obligations, and Duties

BGCSCT makes the following covenants and warranties to the LEDC, and agrees to timely and fully perform the following obligations and duties:

- (a) BGCSCT is authorized to do business and is in good standing in the State of Texas, and shall remain in good standing in the State of Texas during the term of this Agreement.
- (b) The execution of this Agreement has been duly authorized by the BGCSCT board of directors, and the signer this Agreement is empowered to execute such Agreement and bind BGCSCT, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of the BGCSCT's articles of incorporation or by-laws, or of any agreement or instrument to which the BGCSCT is a party or by which it may be bound, such authority to be evidenced by a resolution, attached hereto at the time of execution.
- (c) No litigation or governmental proceeding is pending or, to the knowledge of the BGCSCT or its officers, threatened against or affecting BGCSCT that may result in any material adverse change in the BGCSCT's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this agreement or the transactions contemplated hereby.
- (d) No certificate or statement delivered by BGCSCT to the LEDC in connection herewith, or in connection with any transaction contemplated hereby, contains any

materially untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.

- (e) There are no bankruptcy proceedings or other proceedings currently pending or contemplated by BGCSCT, and the BGCSCT has not been informed of any potential involuntary bankruptcy proceedings.
- (f) To the best of its knowledge, BGCSCT has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in Caldwell County, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.
- (g) BGCSCT shall use reasonable commercial efforts to timely and fully comply with all of the terms and conditions of this Agreement.
- (h) BGCSCT shall notify the LEDC in writing of substantial changes in management within seven (7) days. Substantial changes means changes in Chairman of the Board, President, C.E.O. or Area Manager, or any sale of assets.
- (i) BGCSCT agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

Section 6. Default; Texas Government Code, Chapter 2264

BGCSCT will be in default hereunder upon the occurrence of any of the events listed in this Section 6, (a) through (d), which are not cured or satisfied within thirty (30) days from the date of written notice of default provided by the LEDC (or such longer period as stated below), provided, however, if such default is not curable within such time period, BGCSCT will have an additional period of up to thirty (30) days to cure or satisfy such default so long as BGCSCT is diligently undertaking to cure such default.

- (a) The appointment of a receiver of BGCSCT, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.
- (b) The adjudication of BGCSCT as bankrupt.
- (c) The filing by BGCSCT of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (d) Any material breach or any default of the BGCSCT's obligations under this Agreement by the BGCSCT.

As required by Chapter 2264, Texas Government Code, BGCSCT certifies that BGCSCT, or a branch, division, or department of BCGSCT does not and will not knowingly employ an undocumented worker. BGCSCT further certifies that in the event that BGCSCT, or a branch, division, or department of BGCSCT, is convicted of a violation under 8 U.S.C. Section 1324a(f), BGCSCT shall comply with its obligations to the LEDC in accordance with the provisions of Section 2264.054, Texas Government Code.

Section 7. Remedies

In the event of a default by BGCSCT that is not cured within any cure period allowed herein, the LEDC, and at its sole discretion, may suspend its obligations under this Agreement, and exercise its rights or any other remedy available at law, without liability to the LEDC.

In the event of a default by BGCSCT that is not cured within any cure period allowed herein, the LEDC shall be entitled to reimbursement of all payments made under this Agreement. Reimbursement shall be initiated by written notice to BGCSCT and BGCSCT shall remit reimbursement within 60 days of receiving the notice.

Section 8. Reports and Monitoring

BGCSCT agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an act of default:

- (a) BGCSCT shall provide a monthly report certifying the status of compliance with the terms of this Agreement through the life of the Agreement.
- (b) BGCSCT, during normal business hours, shall allow the LEDC reasonable access to its employment records and books, to verify employment and all other relevant records related to each of the other economic development considerations and incentives, as stated in this Agreement, but the confidentiality of such records and information shall be maintained by the BGCSCT unless disclosure of such records and information shall be required by law, or by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

Section 9. Delay

Any delay for any amount of time by the LEDC in providing notice of default to BGCSCT shall in no event be deemed or constitute a waiver of such default by the LEDC of any of its rights and remedies available in law or in equity.

Section 10. Waiver

Any waiver granted by the LEDC to BGCSCT of an act of default must be in writing and shall not be deemed or constitute a waiver of any other existing or future act of default by the BGCSCT or of a subsequent act of default of the same act or event by the BGCSCT.

Section 11. Termination

In the event that this agreement is terminated by the LEDC or the BGCSCT commits an act of default that is not timely corrected and cured, the LEDC shall be relieved of any further obligations under this Agreement.

Section 12. Term

This Agreement shall be effective and remain in effect until one (1) year from the Effective Date or until the parties have fully performed their obligations in accordance with the terms and provisions of this Agreement, whichever is later, unless otherwise terminated earlier in accordance with this Agreement.

Section 13. General

13.1 Entire Agreement: This Agreement contains the entire agreement between the LEDC and BGCSCT with respect to the matters provided for herein, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this Agreement. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and BGCSCT.

13.2 Legal Relationships: No term or provision of this agreement or act of BGCSCT in the performance of this Agreement shall be construed to make the LEDC, the City of Luling, or any of their employees, agents, servants, or contractors as employees or in partnership with the BGCSCT, or make any other person or entity a third party beneficiary of this agreement who is not a direct party to this agreement.

13.3 Termination/Amendment: This Agreement may be terminated or amended by written mutual agreement of the parties or by either party, upon the failure of the other party to fulfill a material obligation as set forth herein, or as otherwise provided hereinabove.

13.4 Forum Selection: This agreement and the relationship between the LEDC and the BGCSCT shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the LEDC and BGCSCT shall be in Caldwell County, Texas.

13.5 Severability: In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision 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.

13.6 Law: This Agreement is subject to all legal requirements in the City Charter and Code of Ordinances of the City of Luling and all other applicable County, State and Federal laws, and BGCSCT agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, City and other applicable government agencies.

13.7 Assignment: This Agreement shall be binding upon the parties hereto and their successors and assigns. However, this Agreement may not be assigned by either party without the specific prior written consent of the other party, which consent will not be unreasonably withheld, delayed or conditioned.

13.8 Notices: All notices from one party to the other, required under this Agreement, shall be delivered personally or sent by certified mail, postage prepaid, addressed to such party at the addresses shown on the signature page. All notices shall be deemed given on the date so delivered, unless otherwise provided herein. Either party hereto may change its address for notice by sending written notice of such change to the other in the manner provided herein.

13.9 Survival. All representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to the transaction contemplated hereby, shall survive the original execution date of this agreement.

EXECUTED on the date shown opposite the signature of each party.

Date

**LULING ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
**C.J. Watts, President
509 E. Crockett St.,
Luling, TX 78648**

Date

**BOYS AND GIRLS CLUB OF SOUTH
CENTRAL TEXAS**

By: _____
**Mark Terry, CEO
400 Uhland Road
San Marcos, TX 78667**