

**REOLUTION 22-03**

**A RESOLUTION ADOPTING AN AGREEMENT BETWEEN THE MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION, MOUNT VERNON CITY COUNCIL, AND ROBIN WALLACE d/b/a SHEERS GIFT AND SALON, AN AGREEMENT TO FUND EXISTING BUSINESS STRUCTURE ASSISTANCE FOR THE PROPERTY LOCATED AT 403 HWY 37 S, MT VERNON, TEXAS.**

**WHEREAS, the City of Mount vernon is a Type B economic development corporation as adopted by the citizens of Mount Vernon by electioin in 1994;**

**WHEREAS, the Council of the City of Mount Vernon provides oversight to the Mount Vernon Economic Development Corporation: and**

**WHEREAS, the City of Mount Vernon desire to assist in enhancement and upgrade with the improvement to commercial property in the community;**

**WHREEAS, the City of Mount Vernon desire to enter into and approve a funding agreement with Mount Vernon Economic Development Corporation and Robin Wallace, d/b/a Sheers Gift and Salon, located at 403 TX Hwy 37 S, Mt. Vernon, Texas:**

**Now, therefore BE IT RESOLVED BY THE CITY OF MOUNT VERNON, TEXAS THAT:**

**The City Council adopts and approve the agreement with Robin Wallas, d/b/a Sheers Gift and Salon, located at 403 TX Hwy 37 S, Mt. Vernon, Texas.**

- The City will make reimbursement payments, in the amount not to exceed \$16,500.00, for Existing Business Structure Assistance Incentive.**

**PASSED, APPROVED, AND ADOPTED this the 10<sup>th</sup> day of January, 2022.**

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**Brad Hyman, Mayor**

**ATTEST:**

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**Kathy Lovier, City Secretary**

# **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

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This **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** ("**Agreement**") is entered into by and between the **CITY OF MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION** and, as required by law approved by the **CITY OF MOUNT VERNON, TEXAS** (collectively the "**City**"), a Type-A general law municipal corporation organized under the laws of the State of Texas, and **ROBIN WALLACE d/b/a SHEERS GIFT AND SALON** (the "**Grantee**"). The City and Grantee are collectively referred to as the "**Parties**".

## **RECITALS**

The City and Grantee hereby agree that the following statements are true and correct and constitute the basis upon which the City and Grantee have entered into this Agreement:

**A.** Grantee owns or operates an existing building located at 403 Highway 37 Mount Vernon, Texas (the "**Property**"), and plans to make Eligible Improvements (defined below) to the Property. Specifically, Grantee plans to make improvements to the Property as follows: Divinci Teeth Whitening System, Hugo Magnetic Mat System, Hocatt Steam Sauna, 2 Massage beds, Infrared Face Lights, and, a Sauna Blanket, in excess of the amount of fifty thousand dollars (\$50,000.00). The Eligible Improvements will provide a valuable catalyst for development in the City and increased tax revenues to the City. Eligible improvements will be defined herein and in the Application attached as Exhibit "B" (the "**Eligible Improvements**").

**B.** In order to maximize the economic benefits that the Eligible Improvements can bring to the City, the City and Grantee desire to enter into this Agreement.

**C.** In accordance with Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, attached hereto as Exhibit "A" and hereby made a part of this Agreement for all purposes, the City has established an Existing Business Structure Assistance Program Guideline in conjunction with an economic development incentive policy and program pursuant to which the City will, on a case-by-case basis, offer economic incentive packages authorized by Article III, Section 52-a of the Texas Constitution, Chapters 501, 502 and 505 of the Texas Local Government Code, and other applicable laws, that include monetary reimbursements and grants of public money up to twenty thousand dollars (\$20,000) for Eligible Improvements on the improvements to existing buildings and structures and made visible to the public to businesses and entities that the City determines will promote state or local economic development and stimulate business and commercial activity in the City (the "**Program**").

D. The City has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives and the Program and that construction and continuous operation of the Eligible Improvements will further the goals for positive growth in the City. In addition, the City has determined that the Program is an appropriate means to achieve the construction and operation of the Property, which the City has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant the terms and conditions of this Agreement are consistent with the City's economic development objectives as outlined in the Program. This Agreement is authorized by Article III, Section 52-a of the Texas Constitution and Chapters 501, 502 and 505 of the Texas Local Government Code, and the Program.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. INCORPORATION OF RECITALS.

The City has found at a duly-called and legally-noticed public meeting through the adoption of **City Resolution No. 22-03**, attached hereto as Exhibit "C" and hereby made a part of this Agreement for all purposes, and the City and Grantee hereby agree, that the recitals set forth above are incorporated herein and true and correct and form the basis upon which the Parties have entered into this Agreement.

### 2. DEFINITIONS.

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**Affiliate** means all entities, incorporated or otherwise, under common control with, controlled by or controlling Grantee. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

**Certificate of Completion** has the meaning ascribed to it in Section 5.1.

**Completion Date** means the date as of which Eligible Improvements have been completed as required by the City and this Agreement.

**Completion Deadline** means July 1, 2022.

**Construction Costs** means construction costs directly expended by Grantee for the Eligible Improvements.

**Director** means the director of the City's Administrator.

**Effective Date** has the meaning ascribed to it in Section 3.

**Eligible Improvements** has the meaning ascribed to it in Recital A and Exhibit "B".

**Program** has the meaning ascribed to it in Recital C.

**Program Grant** means the economic development grants paid by the City to Grantee in accordance with this Agreement and as part of the Program.

**Program Source Funds** means an amount of City funds available for inclusion in the Program Grant that is payable pursuant to this Agreement, which shall not exceed sixteen thousand five hundred dollars (\$16,500.00).

**Property** has the meaning ascribed to it in the Recital A.

**Term** has the meaning ascribed to it in Section 3.

3. **TERM.**

This Agreement shall be effective as of the date of execution by the Parties (the "**Effective Date**") and, unless terminated earlier in accordance with this Agreement, shall expire on the Completion Deadline or date as of which the City has paid all Program Grants required, whichever occurs first (the "**Term**").

4. **OBLIGATIONS OF GRANTEE.**

4.1. **Completion Deadline.**

In accordance with the terms and conditions of this Agreement, Grantee has completed the Eligible Improvements on or before the Completion Deadline. Further, the Grantee shall produce receipts and evidence of expenditures on the Eligible Improvements to the Director and receive Program Grants will be equivalent to \$1.00 of Program Grants for every \$2.00 expended, up to the maximum Program Source Funds. The Completion Date for the Eligible Improvements must occur on or before the Completion Deadline.

5. **CITY OBLIGATIONS.**

5.1. **Issuance of Program Grant for Completion of Eligible Improvements**

The City will make payment of the Program Source Funds in one lump sum upon receipt and approval by the Director of all receipts and other documents showing expenditures on the Eligible Improvements. All costs must be documented with receipts and invoices and approved by the Director. The Director will issue Grantee a certificate stating the reimbursement allowed for the Eligible Improvements. (The "**Certificate of Completion**").

5.2. **Program Grant.**

5.2.1. **Deadline for Payments and Source of Funds.**

Construction of Eligible Improvements have been completed by the Completion Deadline. Payment of the Program Grant will be made after all work has been satisfactorily completed according to terms of this Agreement and all costs are documented with receipt and/or invoices. It is understood and agreed that all Program Grants paid pursuant to this Agreement shall come from currently available general revenues of the City. Grantee understands and agrees that any revenues of the City other than those dedicated for payment of the Program Grant pursuant to this Agreement may be used by the City for any lawful purpose that the City deems necessary in the carrying out of its business as a Type-A economic development corporation and will not serve as the basis for calculating the amount of any future Program Grant or other obligation to Grantee.

5.2.2 **Completed Eligible Improvements**

Eligible Improvements completed under the Program shall become permanent fixtures of the building on the Property and shall not be removed or altered for a period of five (5) years without the express written consent of the City.

5.2.3. **Recapture**

Any default of the Grantee's obligations in this Agreement shall result in the requirement of Grantee to repay to the City the Program Grant.

6. **DEFAULT, TERMINATION AND FAILURE BY GRANTEE TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

6.1. **Failure to Complete Eligible Improvements.**

If Grantee fails to make the Eligible Improvements by the Completion Deadline, the City shall have the right to terminate this Agreement by providing written notice to Grantee without further obligation to Grantee hereunder.

**6.2 Failure to Pay City Taxes.**

An event of default shall occur under this Agreement if any legally-imposed City taxes owed on the Property by Grantee or an Affiliate or arising on account of Grantee or an Affiliate's operations on the Property become delinquent and Grantee or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, the City shall notify Grantee in writing and Grantee shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Grantee and shall have all other rights and remedies that may be available to it under the law or in equity.

**6.3. Violations of City Code, State or Federal Law.**

An event of default shall occur under this Agreement if any written citation is issued to Grantee or an Affiliate due to the occurrence of a violation of a material provision of the City Code on the Property or on or within any improvements thereon (including, without limitation, any violation of the City's Building or Fire Codes and any other City Code violations related to the environmental condition of the Property; the environmental condition of other land or waters which is attributable to operations on the Property; or to matters concerning the public health, safety or welfare) and such citation is not paid or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation. An event of default shall occur under this Agreement if the City is notified by a governmental agency or unit with appropriate jurisdiction that Grantee or an Affiliate, or any successor in interest thereto, any third party with access to the Property pursuant to the express or implied permission of Grantee or an Affiliate, or any a successor in interest thereto, or the City (on account of the Improvements or the act or omission of any party other than the City on or after the effective date of this Agreement) is in violation of any material state or federal law, rule or regulation on account of the Property, improvements on the Property or any operations thereon (including, without limitation, any violations related to the environmental condition of the Property; the environmental condition of other land or waters which is attributable to operations on the Property; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, the City shall notify Grantee in writing and Grantee shall have (i) thirty (30) calendar days to cure such default, or such shorter period of time if the City determines there to be an urgent public necessity, or (ii) if Grantee has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such

amount of time that the City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Grantee and shall have all other rights and remedies that may be available to under the law or in equity.

#### **6.4. Knowing Employment of Undocumented Workers.**

Grantee acknowledges that effective September 1, 2007, the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Grantee *hereby certifies that Grantee, and any branches, divisions, or departments of Grantee, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Grantee, or any branch, division, or department of Grantee, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens):*

- if such conviction occurs during the Term of this Agreement, this Agreement shall terminate contemporaneously upon such conviction (subject to any appellate rights that may lawfully be available to and exercised by Grantee) and Grantee shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by Grantee hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum; or*
- if such conviction occurs after expiration or termination of this Agreement, subject to any appellate rights that may lawfully be available to and exercised by Grantee, Grantee shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the Program Grants received by Grantee hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.*

For the purposes of Section 6.4, "Simple Interest" is defined as a rate of interest applied to the aggregate amount of the Program Grants. This Section 6.4 does not apply to convictions of any subsidiary or affiliate entity of Grantee, by any franchisees of Grantee, or by a person or entity with whom Grantee contracts. Notwithstanding anything to the contrary herein, this Section 6.4 shall survive the expiration or termination of this Agreement.

#### **6.5. General Breach.**

Unless stated elsewhere in this Agreement, Grantee shall be in default under this Agreement if Grantee breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement (or, if Grantee has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the City shall have the right to terminate this Agreement immediately by providing written notice to Grantee.

**7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP.**

It is expressly understood and agreed that Grantee shall not operate as an independent contractor or as an agent, representative or employee of the City. Grantee shall have the exclusive right to control all details and day-to-day operations relative to the Eligible Improvements, Property and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Grantee acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Grantee, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Grantee further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Grantee.

**8. INDEMNIFICATION.**

**GRANTEE, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, ATTORNEYS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO GRANTEE'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) GRANTEE BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF GRANTEE, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE ELIGIBLE IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES ON THE PROPERTY OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.**



**9. NOTICES.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**CITY:**

**City of Mount Vernon**

Attn: Economic Development Director  
109 North Kaufman  
P.O. Box 597  
Mount Vernon, Texas 75457

**Mount Vernon Economic  
Development Corporation**

Attn: Economic Development Director  
109 North Kaufman  
P.O. Box 597  
Mount Vernon, Texas 75457

**GRANTEE:**

**Robin Wallace d/b/a Sheers Gift and Salon**

Attn: Robin Wallace  
403 Highway 37  
Mount Vernon, Texas 75457

**With Copies to (which shall not  
constitute notice):**

Boyle & Lowry, L.L.P.  
Attn: L. Stanton Lowry  
4201 Wingren Dr., Suite 108  
Irving, Texas 75062

**10. ASSIGNMENT AND SUCCESSORS.**

Grantee may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as Grantee, the Affiliate and the City first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Grantee under this Agreement. Grantee may also assign its rights and obligations under this agreement to a financial institution or other lender for purposes of granting a security interest in the Improvements and/or Property, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of

the City, Grantee and the financial institution or other lender with respect to such security interest. Otherwise, Grantee may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Grantee under this Agreement. Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the City to Grantee. Any lawful assignee or successor in interest of Grantee of all rights under this Agreement shall be deemed "Grantee" for all purposes under this Agreement.

**11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's codes and ordinances, as amended.

**12. GOVERNMENTAL POWERS.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations, and conditions of this Agreement.

**13. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**14. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Franklin County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

**15. NO THIRD PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the City and Grantee, and any lawful assign or successor of Grantee, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**16. FORCE MAJEURE.**

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that Grantee failure to obtain adequate financing to complete the Eligible Improvements by the Completion Deadline shall not be deemed to be an event of force majeure and that this Section 16 shall not operate to extend the Completion Deadline in such an event.

**17. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**18. SEVERABILITY CLAUSE.** It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

**19. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**20. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement

between the City and Grantee, and any lawful assign and successor of Grantee, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City and the Mount Vernon Economic Development Corporation in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

**21. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**EXECUTED** as of the last date indicated below:

**CITY OF MOUNT VERNON:**

**GRANTEE: ROBIN WALLACE d/b/a SHEERS GIFTS AND SALON**

By: \_\_\_\_\_  
Tina Rose  
City Administrator

By: \_\_\_\_\_  
Robin Wallace

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

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

**MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
President  
Mount Vernon Economic  
Development Corporation

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
L. Stanton Lowry  
City Attorney



**EXHIBITS**

- “A” – City of Mount Vernon Resolution No. 14-02, establishing the Program**
- “B” – Application**
- “C” – City of Mount Vernon Resolution No. 22-03, approving this Economic Development Program Agreement**

## RESOLUTION 2014-02

### ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM AUTHORIZED BY CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

**WHEREAS**, the City of Mt. Vernon (the City") has established an Office of Economic Development to administer programs that further the public purposes of development and diversification of the City s economy the elimination of unemployment and/or underemployment in the City and the development and expansion of commerce in the City and

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to establish and provide for the administration of one or more programs for making loans and grants of public money and providing personnel and services of the municipality to promote state or local economic development and to stimulate business and commercial activity in the municipality (a Chapter 380 Economic Development Program ') and

**WHEREAS**, the creation of a Chapter 380 Economic Development Program will benefit the City by increasing the range of incentives that the City can employ to promote the City s committed economic development goals

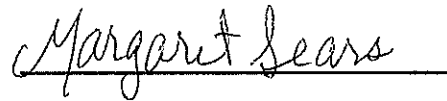
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, TEXAS THAT**

1. The City Council hereby establishes a Chapter 380 Economic Development Program to be administered and overseen by the City s Economic Development Office
2. Under the Chapter 380 Economic Development Program the City Council will on a case-by case basis consider but is not required to offer economic incentive packages that include monetary loans, fee waivers, cost participation in necessary public infrastructure, disbursement of hotel/motel occupancy tax for purposes allowed by state law and grants of public money as well as the provision of personnel and services of the City to businesses and entities that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City.
3. In order for a business or other entity to participate in the Chapter 380 Economic Development Program, the business or entity shall enter into a

binding contract with the City under which (I) the business or entity is required to make specific and verifiable infrastructure, employment and other commitments that serve the public purposes overseen by the City's Economic Development Office and that the City Council deems appropriate under the circumstances and (II) the City is able to cease and/or recapture payment of Chapter 380 incentives or to terminate the contract in the event that the public purposes specified in the contract are not met. The terms and conditions contained in any such contract must be approved by the City Council prior to the execution and delivery of the contract.

4. The Chapter 380 Economic Development Program shall be in addition to existing economic development programs offered to the City.

**ADOPTED ON JANUARY 13, 2014**



**Margaret Sears, Mayor**

**ATTEST:**



**Tina Rose, City Secretary**





**Mount Vernon  
Economic Development  
Corporation**

*109 N. Kaufman St., Mount Vernon, TX 75457*

**Application for  
Economic Development Assistance**

**APPLICATION MUST BE FILLED OUT AND RETURNED BEFORE THE PROJECT STARTS**

The following information is requested for all projects seeking economic development assistance from the Mount Vernon Economic Development Corporation (MVEDC). Please fill in all spaces on the application form. If the information requested is not applicable, enter "N/A" in the space. Incomplete applications will not be considered for assistance. Following receipt of the application, MVEDC may require additional information to be submitted to indicate the financial abilities or other factors of the company.

Applicant/Business Name		Business Ownership	
Sheers Gifts and Salon		Robin Wallace	
Business Type    Hair Salon / Gift Shop			
Sole Proprietorship <input checked="" type="checkbox"/> Partnership _____ Corporation _____ Other (Please Explain and provide proof)			
Date of Business Establishment		2004	
Mailing Address (Business Headquarters)			
403 Highway 37			
City	State	Zip Code	
Mt. Vernon	Texas	75457	
Phone Number		Fax Number	
903-588-4778 Robin		903-537-7772 Salon	

Applicant's Representative		Title	
Same			
Mailing Address (if different from above)			
City		State	Zip Code
Phone Number	Fax Number	Email Address	

Additional Authorized Representative		Title	
Mailing Address (if different from above)			
City		State	Zip Code
Phone Number	Fax Number	Email Address	

## Project Information

<b>Description of the Project</b>				
Creation of a Spa <small>Type text here</small>				
<b>NAICS Code</b>		<b>NAICS Code Description (if multiple please list all that apply)</b>		
<b>Property Address</b>			<b>Legal Description (attach if necessary)</b>	
<b>Is this Project inside the City limits?</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
<b>Is this Project in the Historic District?</b>		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
<b>If Yes, does this Project require approval from the Landmark Commission?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>Date of Landmark Commission Review</b>				
<b>Will this Project generate sales tax?</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
<b>What is your taxpayer ID?</b>		3-2007-1-81335		
<b>Anticipated Total Sales</b>				
Year 1	Year 2	Year 3	Year 4	Year 5
<b>Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)</b>				
Year 1	Year 2	Year 3	Year 4	Year 5

Does this Project create or retain jobs?		Yes <input checked="" type="checkbox"/>		No	
Jobs Created (new jobs that did not exist prior to this project)					
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)	
Average Annual Salary					
Jobs Retained (jobs that would likely be lost without this project)					
Year 1 (Positions/FTEs)	Year 2 (Positions/FTEs)	Year 3 (Positions/FTEs)	Year 4 (Positions/FTEs)	Year 5 (Positions/FTEs)	
Average Annual Salary					
Does the applicant own or lease the property associated with this Project?			Own <input checked="" type="checkbox"/> Lease		
Property Owner Information, if leased					
Property Owner Name			Robin Wallace		
Property Owner Phone Number			903-588-4778		
Property Owner Email			jlbranch4@aol.com		
Property Owner Address			403 Highway 37		
City			State	Zip Code	
Mt. Vernon			Texas	75457	
Lease Amount		Period (Annually/Monthly)			

**PROOF OF LEASE WILL BE REQUIRED**

Current Appraised Value of Property	\$150,000.00
Are all Property Taxes Paid on this Property?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If No, please explain	
Are Improvements being made to the Property?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Estimated Cost of Improvements to be Made	\$50,000.00
Anticipated Construction Start Date	ASAP
Anticipated Construction Completion Date	ASAP
Description of Improvements to be Made	
<p style="font-size: 2em; font-family: cursive;">See Attached</p>	

**PLEASE PROVIDE WRITTEN BIDS OR COST ESTIMATES REGARDING ANY PROPOSED IMPROVEMENTS.**



Attachments That Will Be Required			
	Plat/Map/Elevations of Project		Renderings/Plans for Improvements
	Copies of Required Permits		Business Plan
	Financial Reports for previous years	XX	IRS Reporting
XX	Tax Certificate	XX	Proof of Property Ownership or Lease Agreement
XX	Property Owner's Certification		Receipts for Work Performed Prior to Application Submission
<p style="text-align: center;">These items must be submitted with the initial application for consideration of the application. Additional documents may be requested as necessary.</p>			

Business Plans may be obtained through the Northeast Small Business Development Center in Mt. Pleasant, Texas. You may contact:

**Beverly Austin**

Business Development Specialist

Northeast Small Business Development Center

[www.northeasttxsbdc.org](http://www.northeasttxsbdc.org)

903-434-8237 Business

903-305-2277 Cell

903-645-5758 Fax

AFFIRMATION OF APPLICANT(S)

I (We) the undersigned do hereby acknowledge and/or certify, as the case may be, the following:

1. Prior to submission of this application, the included guidelines for all programs have been obtained, reviewed, and clearly understood by the applicant.
2. That the submission of this Application does not create any property, contract, or other legal rights in any person or entity to have the MVEDC provide grant funding.
3. That if grant funding is approved, full compliance will be maintained with all the provisions of the provided guidelines, and/or special provisions attached as a part of the grant, and that failure to do so can be grounds for ineligibility to receive previously approved grant funding and / or sales tax recapture by MVEDC or the City of Mount Vernon.
4. That before application is to be reviewed by the MVEDC, a designee(s) of the MVEDC shall have the right to inspect the business and work to be considered.
5. That the MVEDC reserves unto itself its absolute right of discretion in deciding whether or not to approve a grant relative to this application, whether or not such discretion is deemed arbitrary or without basis in fact.
6. That the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the provided guidelines and this Application. If any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of these shall not be affected thereby.
8. That the information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the MVEDC may rely on all of the information herein contained, and all that may have been affixed hereto, as being true and correct
9. Any criminal activities involving applicant, whether on or off site premises, will render this application and / or contract null and void.



10. Where approved incentives are reimbursement recipient must present paid invoices and/or cancelled checks to vendors. Certificate of Occupancy issued by City of Mount Vernon must be issued before any MVEDC funds are expended.

11. Texas Government Code Section 2264.01 Certification

Company certifies that Company, or a branch, division, or department of Company, does not and will not knowingly employ an undocumented worker. If, after receiving a public subsidy, Company or a branch, division, or department of company is convicted of a violation under 8 U.S. C. Section 1324a(f), Company shall repay in full the amount of the public subsidy paid by MVEDC to Company.

12. The City of Mount Vernon and/or MVEDC may exercise the right to reclaim any incentives should the recipient not fulfill any portion of its stated obligation as outlined in any incentive agreement resulting from this application submission.

13. Making application and complying with specific requirements does not guarantee that requested incentives will be granted by the MVEDC Board or City Council.

I, the undersigned, understand this process may take several months and attendance of several meeting. Filing an application with the City does not guarantee approval from the City Council. The city reserves the right to retain outside consultants to review this application, all data provided, and conduct an independent evaluation. Further, the applicant understands and agrees that this application and all data and communications may be considered a public record pursuant to the Texas Public Information Act."

Signed this 2nd day of October, 2021

Robin Wallace

(Print Authorized Representative Name)

Robin Wallace

(Applicant Signature)

## Appendix A: Property Owner's Certification

Property Owner Name		Robin Wallace	
Property Owner Phone Number		903-588-4778	
Property Owner Email		jlbranch4@aol.com	
Property Address		403 Highway 37	
City		State	Zip Code
Mt. Vernon		TX	75457
Lease Amount		Period (Annually/Monthly)	

Anticipated Construction Start Date	ASAP
Anticipated Construction Completion Date	ASAP
Description of Improvements to be Made	
<p><i>See attached documentation.</i></p>	

I have reviewed all information above and certify that it is true and correct. Further, I certify that I have reviewed and approved all improvements to be made to the property as described above.

*Robin Wallace*  
 Owner Signature Robin Wallace

10/2/21  
 Date