

RESOLUTION 24-01

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN THE MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION, MOUNT VERNON CITY COUNCIL, AND SAMANTHA DEAN d/b/a INFINITY TANS MOUNT VERNON., AN AGREEMENT TO FUND AN RENTAL ASSISTANCE INCENTIVE FOR THE PROPERTY LOCATED AT 102 JACKSON STREET.

WHEREAS, the City of Mount Vernon is a Type B economic development corporation as adopted by the citizens of Mount Vernon by election 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 desires to assist in enhancement and upgrade with improvement to commercial property in the community;

WHEREAS, the City of Mount Vernon desire to enter into and approve a funding agreement with Mount Vernon Economic Development Corporation and Samantha Dean dba Infinity Tans Mount Vernon located 102 Jackson Street:

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

The City Council adopts and approves the agreement with Samantha Dean dba Infinity Tans Mount Vernon located 102 Jackson Street for Rental Assistance in the amount of \$4,800.00 over the coarse of the next 12 months.

PASSED, APPROVED, AND ADOPTED this 8th day of January, 2024.

ATTEST:

Brad Hyman – Mayor

Kathy Lovier – City Secretary

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** ("**Agreement**") is entered into by and between the **CITY OF MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION**, an economic development corporation organized under the laws of the State of Texas, specifically, but not limited to Chapter 505 of the Texas Local Government Code (the "**MVEDC**"), and Oscar Cruz, doing business as Mount Vernon Martial Arts. (the "**Grantee**"). The MVEDC and Grantee are collectively referred to as the "**Parties**".

RECITALS

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

A. Grantee leases and will operate a business in an existing building located at 102 Jackson St, Mount Vernon, Texas (the "**Property**"), as a martial arts studio.

B. In order to maximize the economic benefits that the Eligible Improvements can bring to the City of Mount Vernon, the MVEDC and Grantee desire to enter into this Agreement which will provide economic incentives for the creation of full-time employment of individuals at the Property.

C. In accordance with Resolution 14-03, attached hereto as Exhibit "A" and hereby made a part of this Agreement for all purposes, the MVEDC has established an economic development incentive policy and program pursuant to which the MVEDC 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 for full-time employment of individuals at the Property (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 MVEDC has found at a duly-called and legally-noticed public meeting 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.

Director means the director of the City of Mount Vernon Economic Development Corporation .

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

Program has the meaning ascribed to it in Recital C.

Program Grant means the economic development grants paid by the MVEDC to Grantee in accordance with this Agreement and as part of the Program, not to exceed four thousand eight hundred dollars (\$4,800.00) in rental assistance.

Program Source Funds means an amount of MVEDC funds available for inclusion in the Program Grant that is payable pursuant to this Agreement, not to exceed the amount of the Program Grant.

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

Monthly Expense Report has the meaning ascribed to in Section 5.1

Monthly Payment has the meaning ascribed to it in Section 5.1.2.

Term has the meaning ascribed to it in Section 3.

3. **TERM.**

This Agreement shall be effective as of the later of the date of execution by the Parties or January 9, 2024 (the “**Effective Date**”) and, unless terminated earlier in accordance with this Agreement, shall expire on the date as of which the MVEDC has paid all Program Grants required, or January 9, 2026, whichever occurs first (the “**Term**”).

4. **OBLIGATIONS OF GRANTEE.**

4.1. **Establish and Maintain a Business at the Property**

In accordance with the terms and conditions of this Agreement, Grantee shall establish and maintain a business at the Property through the Term in order to receive all, or any portion, of the Program Grant.

4.1.1 Business Recruitment Incentive

a. On the Effective Date the MVEDC will grant to the Grantee the following based on a monthly rent of \$800.00: (i) a monthly reimbursement for 75% of rent paid during the first four months of operation; and (ii) a monthly reimbursement for 50% of rent paid during the second four months of operation; and (iii) a monthly reimbursement for 25% of rent paid during the third four months of operation.

4.1.2 Retention of Business throughout Term of Agreement

a. The entity must remain open to the public and continue generating taxable sales for the duration of the term or until it can be demonstrated that the business has generated revenues for the City and MVEDC equal to or greater than the total amount of incentives awarded, whichever is sooner. The Grantee shall submit a report of City and MVEDC taxes paid at any time during the term of the agreement to indicate a return realized by the City and MVEDC. If the business is to cease operations or discontinue generating taxable sales, the owner must repay the amount of the incentives less the amount of revenue generated by taxable sales prior to closure.

5. CITY OBLIGATIONS.

5.1. Issuance of Program Grant for Jobs

The City will make payment of the Program Source Funds on the Effective Date for rental reimbursement previously encumbered or paid. Thereafter, at the end of each month until 18 months following the Effective Date, the Grantee shall submit a new expense report to the Director showing all rental, equipment, and renovation expenses to date for which a reimbursement is requested, (the "**Monthly Expense Report**"). Each Monthly Expense Report shall become a supplemental part of this Agreement. The Director may request, and the Grantee shall produce, any information reasonably necessary to determine and verify that expenses have been encumbered or paid pursuant to the terms and conditions of this Agreement. The payment of Program Source Funds to Grantee shall be as follows:

5.1.1. On the Effective Date, the MVEDC shall pay to Grantee the amount shown in Section 4.1.1.a for each month's rent shown to exist as shown on Exhibit "B";

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

6.1 Failure to Pay City of Mount Vernon, Texas Taxes.

An event of default shall occur under this Agreement if any legally-imposed City of Mount Vernon, Texas ("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 MVEDC 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 MVEDC 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 the Eligible Improvements (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 MVEDC 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 MVEDC 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 MVEDC 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 MVEDC 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. The following requirements shall only apply to the Property and Eligible Improvements that are directly the subject of the Program Grant contained herein, and not otherwise. 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 MVEDC, 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 MVEDC, 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, including but not limited to the provision of Section 4.1.2. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the MVEDC 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 MVEDC 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 MVEDC. 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 MVEDC 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 MVEDC and Grantee.

8. **INDEMNIFICATION.**

GRANTEE, AT NO COST TO THE MVEDC, 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, OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE ELIGIBLE IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES, INCLUDING EMPLOYMENT, 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 Economic
Development Corporation**

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

GRANTEE:

**Samantha Dean d/b/a
Infinity Tans Mount Vernon**

Attn: _____
Address:
P.O.Box 836
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 assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate only upon the express written approval of the MVEDC and the Grantee, the Affiliate and the MVEDC first execute an agreement approved by the MVEDC Attorney 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 Eligible Improvements and/or Property, provided that such financial institution or other lender first executes a written agreement with the MVEDC governing the rights and obligations of the MVEDC, Grantee and the financial institution or other lender with respect to such security interest approved by the MVEDC Attorney. 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 MVEDC, which consent may be withheld in the sole discretion of the MVEDC. Any attempted assignment without the MVEDC's prior consent shall constitute a breach and be grounds for termination of this Agreement and following receipt of written notice from the MVEDC 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 MVEDC 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 MVEDC 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.

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 MVEDC 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:

MVEDC:

**GRANTEE: Samantha Dean d/b/a
Infinity Tans Mount Vernon Arts:**

By: _____
Mark Sachse
President, MVEDC

By: _____
Samantha Dean

Date: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED BEFORE ME on the _____ day of _____, 2024, by _____, _____ on behalf of Intinty Tans Mount Vernon.

Notary Public in and for the State of Texas

APPROVED AS TO FORM AND LEGALITY:

By: _____
L. Stanton Lowry
MVEDC Attorney

EXHIBITS

“A” – City of Mount Vernon Resolution No. 14-03, establishing the Program

“B” – Application

“C” – City of Mount Vernon Resolution No. 16-03, approving this Economic Development Program Agreement

RESOLUTION 14-03

A RESOLUTION ADOPTING MOUNT VERNON'S EXISTING BUSINESS STRUCTURE ASSISTANCE PROGRAM: AN AGREEMENT BETWEEN THE MOUNT VERNON CITY COUNCIL AND THE MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the City of Mount Vernon is a Type B economic development corporation as adopted by the citizens of Mount Vernon by election 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 desires to assist in enhancement and upgrade of existing business building structures to better foster business development and foster increase in ad valorem tax base;

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

The City Council adopts and approves the Existing Business Structure Assistance Program as established by the Mount Vernon Economic Development Corporation.

PASSED, APPROVED, AND ADOPTED THIS 10th day of February, 2014

Margaret Sears
Margaret Sears - Mayor

ATTEST:

Tina Rose, City Secretary Tina Rose



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
(emergency situations will be considered on a case by case basis)

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	
Infinity Tans Mount Vernon		single member llc	
Business Type			
Sole Proprietorship <input checked="" type="checkbox"/> Partnership _____ Corporation _____ Other (Please Explain and provide proof)			
Date of Business Establishment		March 8, 2023	
Mailing Address (Business Headquarters)			
Mail: PO Box 836			
City	State	Zip Code	
Mount Vernon	Texas	75457	
Phone Number		Fax Number	
903-305-3697			

Applicant's Representative		Title	
Samantha Dean		Owner	
Mailing Address (if different from above)			
797 County Road NW 1021			
City		State	Zip Code
Talco		Texas	75487
Phone Number	Fax Number	Email Address	
903-335-4036		InfinityTansMV@gmail.com	

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

Project Information

Description of the Project				
rental assistance- help with the rent would allow me to continue upgrades to the tanning beds and bring in more lotion options for the customers to choose from.				
NAICS Code		NAICS Code Description (if multiple please list all that apply)		
81299		other personal service- sun tanning salon		
Property Address			Legal Description (attach if necessary)	
102 Jackson Street, Suite 2				
Is this Project inside the City limits?			Yes <input checked="" type="checkbox"/>	No
Is this Project in the Historic District?			Yes <input checked="" type="checkbox"/>	No
If Yes, does this Project require approval from the Landmark Commission?			Yes	No <input checked="" type="checkbox"/>
Date of Landmark Commission Review				
Will this Project generate sales tax?			Yes <input checked="" type="checkbox"/>	No
What is your taxpayer ID?			92-0503116	
Anticipated Total Sales				
Year 1	Year 2	Year 3	Year 4	Year 5
\$25,000	\$35,000	\$40,000	\$45,000	\$50,000
Anticipated Total Taxable Sales (excludes items that are exempt from sales tax)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$25,000	\$35,000	\$40,000	\$45,000	\$50,000

Does this Project create or retain jobs?		Yes	No	possibly	
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	Lease	X
Property Owner Information, if leased					
Property Owner Name			Andy Cummings Cummings Commercial Properties		
Property Owner Phone Number			469-682-1753		
Property Owner Email			andykcummings@outlook.com		
Property Owner Address			588 N. Collins Road		
City			State	Zip Code	
Sunnyvale			Texas	75182	
Lease Amount	\$800.00		Period (Annually/Monthly)		monthly

PROOF OF LEASE WILL BE REQUIRED

Current Appraised Value of Property	
Are all Property Taxes Paid on this Property?	Yes <input checked="" type="checkbox"/> No
If No, please explain	
Are Improvements being made to the Property?	Yes No
Estimated Cost of Improvements to be Made	
Anticipated Construction Start Date	
Anticipated Construction Completion Date	
Description of Improvements to be Made	

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

Please indicate any of the following that you have consulted on this Project (check as many as apply)			
	Ark-Tex Council of Governments		Franklin County
	Franklin County Chamber of Commerce		Local Workforce Board
	North Texas Community College		Small Business Development Administration
	Texas Workforce Commission		
Other, Please specify below and provide written documentation			

Please indicate the Economic Development Assistance Programs for which you would like to apply (check as many as apply)			
<input checked="" type="checkbox"/>	Graduated Rental Assistance		Existing Business Structure Assistance
	Job Creation/Retention Incentives		Business Recruitment Incentives
	Business Retention Assistance		
Guidelines and Descriptions of each Incentive Are Provided as an Appendix to this Document.			

Attachments That Will Be Required			
	Plat/Map/Elevations of Project		Renderings/Plans for Improvements
	Copies of Required Permits	X	Business Plan
	Financial Reports for previous years		IRS Reporting
	Tax Certificate	X	Proof of Property Ownership or Lease Agreement
	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>			

Incentive Process and Timeline

1. Completed application must be returned to the EDC office at Mt. Vernon City Hall prior to work commencing.
2. For projects involving incentives between \$1,000 - \$4,999.00 the EDC must hold a public hearing on the project and allow 60 days to pass since the first public notice of the project prior to expending funds.
3. For projects from \$5,000 - \$9,999, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council must *approve the project and incentives, prior to expending EDC funds on the project.*
4. For projects \$10,000 and above, the EDC must hold a public hearing on the project and allow 60 days to pass since the first notice of the project, and the City Council adopts a resolution authorizing the project after giving it two separate readings, prior to expending EDC funds on the project.

Business Plan Assistance may be obtained through the Northeast Small Business Development Center in Mt. Pleasant, Texas.

Amber Keith

Business Advisor

Northeast Small Business Development Center

www.northeasttxsbdc.org

903-490-0822 Office

903-490-2826 Cell

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, performance agreements, and/or special provisions attached as a part of the grant, and that failure to do so will be grounds for ineligibility to receive previously approved grant funding and / or sales tax recapture by MVEDC or the City of Mount Vernon.
4. The Mt. Vernon City Council shall approve any incentive involving expenditures exceeding \$5,000.
5. 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.
6. 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.
7. 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 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 28th day of September, 2023

Samantha Dean

(Print Authorized Representative Name)

Samantha Dean

(Applicant Signature)

Appendix A: Property Owner's Certification

Property Owner Name	Andy Cummings Cummings Commercial Properties		
Property Owner Phone Number	469-682-1753		
Property Owner Email	andykcummings@outlook.com		
Property Address	588 N. Collins Road		
	City	State	Zip Code
	Sunnyvale	Texas	75182

Lease Amount	\$800.00	Period (Annually/Monthly)	Monthly
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Anticipated Construction Start Date	
Anticipated Construction Completion Date	
Description of Improvements to be Made	

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.

Owner Signature

Date

Appendix B: Economic Development Assistance Program Guidelines

Graduated Rental Assistance

- The primary goal of the Graduated Rental Assistance Program is to reduce the burden of rental expenses on new businesses and to help offset the initial startup costs of the business.
- The business must be a for-profit venture. Nonprofit and governmental organizations are not eligible for the program.
- Grant funds cannot be used to fund rent for any portion of the property used for residential purposes. In such cases, the total rent amount may be adjusted proportionally to reflect usage of the property.

- At no point will MVEDC pay 100% of the rental expenses for any recipient of this program.
- The rental assistance is designed to assist the business owner with rental expense over a period of time, but the owner will assume responsibility of the full rental costs at the end of the rental assistance period as determined by the MVEDC
- All disbursements through this program will be made in the form of a reimbursement following the submission of a copy of the canceled check paid to the property owner and/or a receipt from the property owner, or direct payment of rental assistance to the property owner/landlord.
- Generally, the program can span any amount of time up to 12 months with MVEDC reimbursing the business owner's rental expense in four installments: 25% of the total rent cost to be paid for the first installment; 50% of the total rent cost to be paid for the second installment; and 75% of the total rent cost to be paid for the third installment of the rental agreement term. Rental assistance from the MVEDC to the business owner shall not be granted until the termination of free or subsidized rent from the property owner. Term of assistance and length of payment installments shall be negotiated between business and MVEDC, with the decision of the MVEDC being final.
- The City Council upon recommendation by the MVEDC Board may approve a modification to the standard rate and duration of the program on a case-by-case basis.
- Recipients may receive only one Graduated Rental Assistance Agreement per business.
- Rental amount and must be comparable to similar rental rates for similar properties in the area of the business property.
- Rental assistance shall not exceed \$6,000 for any business.
- All disbursements through this program will be subject to requirements set forth in an incentive performance agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.
- MVEDC assumes no liability for the satisfaction of the lease agreement between the property owner and the tenant. This agreement is between the tenant and the MVEDC and will be strictly a reimbursement of the costs required to satisfy the terms of the tenant's lease agreement with the property owner.

Existing Business Structure Assistance

- The purpose of the Existing Business Structure Assistance Program is to enhance the economic sustainability of the City of Mount Vernon by assisting for profit business building owners and lessees in business building renovation processes; thereby encouraging increased ad valorem and / or sales taxes.
- The structure on which the improvements to be made must be at least five years old.
- Owners of multiple structures may submit only one application per fiscal year and may not have existing agreements on multiple properties at any one time.
- MVEDC may approve the full amount requested, a portion of the amount requested, or no amount at all.
- All grants provided under this program are reimbursements for cash expenditures by the applicant and require the applicant provide a match of at least twice the amount awarded (2:1 match required).
- Nonprofit and governmental organizations are not eligible to receive this funding.
- Applicants cannot have more than 20 full-time employees at the time of application
- All tax obligations must be current
- Property owners must submit Appendix A: Property Owner's Certification if the applicant is a tenant at the property
- The business owner will be required to obtain all necessary city and/or state permits, zoning, inspections, etc.... prior to applying for funding.
- The business owner must demonstrate best effort in obtaining at least 3 bids for improvements. The bids or documentation of best effort must be included in the application.
- The structure must be located within the Mount Vernon City limits.
- Applicants must have a valid Certificate of Occupancy from the City of Mount Vernon prior to receiving program funding.
- All disbursements through this program will be subject to performance requirements set forth in an incentive agreement, including but not limited to a period for which the business must remain in operation following the completed disbursement of funds.

For projects that require an expenditure of more than \$10,000, the City Council must adopt a resolution authorizing the project after giving the resolution at least two separate readings.

JOB CREATION INCENTIVE

Program funding will be available to new and / or expanding businesses meeting the following criteria:

1. Business must be in Mount Vernon.
2. Business must be a For Profit business.
3. Owner or shareholders do not count as 'new hires.'
4. Must be Full time jobs, 32 hours per week, 52 weeks per year. No part time employees or combination of part time employees will be considered.
5. Mount Vernon Economic Development Corporation must approve all applications before business engages 'new hires.'
6. Business owners or shareholders cannot be employed by Mount Vernon Economic Development Corporation or City of Mount Vernon.
7. Business name on application must be identical to the name listed on all documents required to engage in business, including business tax receipts.
8. Mount Vernon Economic Development Corporation may grant an amount up to \$600 per job, with a bonus \$200 for every employee that resides within the city limits and earns more than \$13.00 per hour for unskilled and \$20.00 per hour for skilled labor. Number of jobs incentivized would be no more than 20 full-time employees, unless otherwise determined by Mount Vernon EDC.
9. This is a 'reimbursement only' program; business applicant will be reimbursed 'per job' after new hire has completed 12 months employment. Texas Workforce Commission Quarterly reports required as documentation.
10. New employee hire must result in a net increase in full time employees from the time of application at the end of the 12-month period. Documentation will be required from business incentive recipient showing number of employees at MVEDC approval date vs. number of employees at the 12-month 'benchmark.'

Resolution 16-03

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN THE MOUNT VERNON ECONOMIC DEVELOPMENT CORPORATION, MOUNT VERNON CITY COUNCIL, AND THE FRANKLIN COUNTY FAMILY HEALTH CENTER IN AGREEMENT TO FUND A JOB CREATION/RETENTION PROGRAM INCENTIVE

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

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

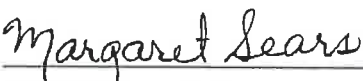
WHEREAS, the City of Mount Vernon desires to assist in creating and retaining jobs to better foster business development;

WHEREAS, the City of Mount Vernon desires to enter into and approve a funding agreement with Mount Vernon Economic Development Corporation and the Franklin County Family Health Center not to exceed \$18,000 for the creation and/or retention of jobs.


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

The City Council adopts and approves the incentive in an amount not to exceed \$18,000 by the Mount Vernon Economic Development Corporation for the Franklin County Family Health Center for job creation and/or retention at the clinic located at 500 Highway 37 as outline in the resolution document;

PASSED, APPROVED, AND ADOPTED THIS 22ND DAY OF FEBRUARY 2016


Margaret Sears – Mayor

ATTEST:


Tina Rose, City Secretary