

NORTHLAKE, TEXAS

COMMUNITY DEVELOPMENT CORPORATION



NOTICE OF THE NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION

REGULAR MEETING OF THE BOARD OF DIRECTORS AGENDA

JULY 18, 2024, AT 6:00 PM

TOWN HALL - COUNCIL CHAMBER ROOM - 1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226

1. **CALL TO ORDER**

2. **BRIEFING/WORKSHOP ITEMS**

- A. Briefing - Grocery Store Recruitment
- B. Briefing - Marketing Plan for Fiscal Year 2025
- C. Briefing - Board Training

3. **PUBLIC INPUT**

This item is available for citizens to address the Board on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.

4. **ACTION ITEMS**

- A. Consider approval of minutes for the meeting of May 16, 2024
- B. Selection of Officers
 - i. President
 - ii. Vice President
 - iii. Secretary
 - iv. Treasurer
 - v. Assistant Secretary
- C. Consider recommending approval of Fiscal Year (FY) 2025 Budget to Town Council
- D. Consider S.A.S. Boutique Pioneer Grant Program Repayment Options

5. **EXECUTIVE SESSION**

- A. The Board of Directors will convene in an Executive Session, pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

Section 551.087 - Economic Development Negotiations

The Town Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the Town has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the Town and with which the Town is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- i. Pioneer Grant and Performance Agreement for S.A.S. Boutique.

6. RECONVENE INTO OPEN SESSION

- A. The Board of Directors will reconvene into Open Session for possible action resulting from any items posted and legally discussed or deliberated in Executive Session.

7. ADJOURN

NOTE: The Board reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071(Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.087(Economic Development Negotiations).

CERTIFICATION

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on July 15, 2024, by 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.




Zolaina R. Parker, Town Secretary

NOTICE: THE TOWN OF NORTHLAKE'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT(ADA). THE TOWN WILL PROVIDE ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED IF REQUESTED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE TOWN SECRETARY'S OFFICE AT 940-242-5702 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD), BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATIONS CAN BE ARRANGED.

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Retail Recruitment Strategy
SUBJECT: Briefing - Grocery Store Recruitment
GOALS/ Promote Economic Vitality; 6.2 - Target business development through economic
OBJECTIVES: incentives

BACKGROUND INFORMATION:

- Resident surveys show grocery store as top retail economic development priority
- Budgeting for incentives to target HEB discussed at May 16th meeting
- Staff will update board on recruitment efforts and discuss strategy moving forward

BOARD DIRECTION:

- Provide feedback as CDC deems necessary

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Texas Local Government Code (TLGC), Chapters 504 and 505
SUBJECT: Briefing - Marketing Plan for Fiscal Year 2025
GOALS/ Promote Economic Vitality; 6.2 - Target business development through economic
OBJECTIVES: incentives

BACKGROUND INFORMATION:

- Attached spreadsheet reflects marketing and promotional activities planned in fiscal year 2025 and associated costs
- This is not all-inclusive as opportunities may arise throughout year that will benefit Town and business community
- Budget amendments can be made if additional funding is needed
- Per TLGC, Sec. 504.105 and Sec. 505.103, development corporations may spend up to 10% of revenues for promotional purposes
 - Promotional funds "must advertise or publicize the city for the purpose of developing new and expanded business enterprises." Texas Attorney General Ruling LO-94-037

BOARD DIRECTION:

- Provide feedback as Board deems necessary

Annual Marketing Plan and Projected Costs								
A responsibility (primary purpose) of the economic development corporations is to support and promote the local business community with the goal of retaining individual businesses and enhancing their desire and ability to expand in the Town, and to recruit new business and industry. To this end, following are the primary promotional venues and associated costs recommended for FY25.								
RETAIL GUIDE								
	AllColor Printing and Graphics	Cross Timbers Gazette	Robson Ranch Pioneer Press	Lamar Billboards	Metroport Chamber of Commerce	Miscellaneous	TOTAL	NOTES
Print Costs (quantity 23,500)								
8.5 X 14	\$2,670							
Total (6X annually)	\$16,020							
Distribution Costs		\$1,452 for 19,352	\$280 for 3,400					
Total (6X annually)		\$8,712	\$1,680					
ECONOMIC DEVELOPMENT BROCHURE								
Print Costs (quantity 100)								
11 X 17	\$315							
Total (4X annually)	\$1,260							
MAGAZINE ADVERTISEMENT								
1/2 page ad		\$650.00						
Total (4X annually)		\$2,600						
DIGITAL BILLBOARDS								
I-35 W, .5 miles north of FM 1171 @ Charley's Concrete (6X annually; 4 wks per installation)				Panel 119 = \$2,200 Panel 220 = \$1,500				
Total				\$22,200				
BOOTH DISPLAY								
Flyer View Dynamic Map						\$1,800		
ADDITIONAL PRINT NEEDS (potential)						\$10,000		
OTHER PROMOTIONAL VENUES								

Social Media								
Nextdoor								
HOA websites								
Robson Ranch Business Expo						\$200		
ICSC Trade Show						\$2,500		
Retail Live Trade Show						\$400		
Potential Promotional Opportunities						\$10,000		
Subtotal						\$13,100		
Chamber of Commerce								
Annual Membership					\$7,500			
Membership Luncheon (quarterly)					\$1,800			
Annual Development Forum					\$2,500			
Women in Business Luncheon (quarterly)					\$1,450			
Subtotal					\$13,250			
Grand Total of Recommended Marketing/Promotional Activities							\$90,622	
Requested Budget							\$91,650	\$1,028 difference
KEY								
Yellow - Recommended Printing/Advertising & Promotional Activities								
Green - Activities/Memberships that provide promotional opportunities								

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Local Government Code, Chapters 501-505, and CDC Bylaws
SUBJECT: Briefing - Board Training
GOALS/ Promote Economic Vitality; 6.2 - Target business development through economic
OBJECTIVES: incentives

BACKGROUND INFORMATION:

- Town staff will provide training on basic laws, policies, and procedures relevant to the Community Development Corporation (CDC)
 - Training planned regularly following new board member appointments
 - Provides orientation for new board members and refresher for current board members
- Development Director will provide overview of CDC to include:
 - Authority of CDC
 - CDC board membership
 - Roles and powers of CDC
- Town Secretary will present on following topics as they apply to CDC board:
 - Public Information Act
 - Open Meetings Act
 - Parliamentary Procedure

BOARD DIRECTION:

- Learn basic laws, policies, and procedures relevant to CDC
- Provide feedback as CDC deems necessary

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Northlake Home Rule Charter
SUBJECT: Consider approval of minutes for the meeting of May 16, 2024
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approve Meeting Minutes:
 - May 16, 2024

BOARD DIRECTION:

Approve Minutes Draft as presented



MINUTES OF THE BOARD OF DIRECTORS

MAY 16, 2024, AT 6:00 P.M.

TOWN HALL - CHAMBER ROOM - 1500 COMMONS CIRCLE, SUITE 300 - NORTHLAKE, TEXAS 76226

1. CALL TO ORDER

Board President Gibson called the meeting to order at 6:00 pm, with the following quorum present:

Andy Gibson

Amy Godwin - Absent with Notice

Michaela Monson

Saketh Parsa

Tom Dudark

Lesley Miley - Absent with Notice

Traci Honeycutt

2. BRIEFING/WORKSHOP ITEMS

A. Briefing – Proposed Fiscal Year 2024-2025 Operational Expenses and Incentives

The item was presented by Nathan Redding, Development Services Director and Lancine Bentley, Economic Development & Grants Analyst, and commentary followed. The consensus was to consider adding a line item for incentives.

3. PUBLIC INPUT

None.

4. NEW BUSINESS

A. Consider approval of minutes for the Regular Meeting on March 21, 2024

APPROVED

The item was not presented, and commentary followed.

Director Honeycutt moved approve the minutes as presented. Motion seconded by Director Monson. Motion carried unanimously.

B. Consider amending the Adopted Budget for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for the said fiscal year shall be made in accordance with the said Amended Budget

APPROVED

The item was presented, and discussion followed.

Vice-President Dudark moved to approve the item as presented. Motion seconded by Director Honeycutt. Motion carried unanimously.

- C. Consider approval of Pioneer Grant and performance agreement for Timekeeper's Haus
 - i. Public Hearing
 - ii. Consider Approval

APPROVED

The item was presented by the applicant, and discussion followed.

President Gibson recessed the meeting at 7:20 p.m. and convened in Executive Session. No action was taken during deliberations. The regular meeting was reconvened at 7:41 p.m.

President Gibson opened the public hearing at 7:43 p.m. and with no speakers coming forward the public hearing was closed at 7:43 p.m.

Director Monson moved to approve Option 2 (\$12,500). Motion seconded by Director Honeycutt. Motion carried unanimously.

5. ADJOURN

With no further business, President Gibson adjourned the meeting at 7:46 p.m.

Northlake Community Development Corporation

Board President

Attest:

Board Secretary

MINUTES APPROVED ON: _____

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Texas Local Government Code (TLGC), Chapter 505, and CDC Bylaws
SUBJECT: Selection of Officers
i. President
ii. Vice President
iii. Secretary
iv. Treasurer
v. Assistant Secretary
**GOALS/
OBJECTIVES:** Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- Bylaws call for annual election of board officers
- Terms of office shall be one year to coincide with June-May terms of directors
- All officers have right to be reelected without any limitation on number of terms
- All officers subject to removal from office at any time by majority vote of board
- Officers include:
 - President (must be from board)
 - Presides over meetings
 - Signs and executes contracts
 - Vice President (must be from board)
 - Exercises powers of President in their absence
 - Secretary
 - Keeps minutes of meetings
 - Attests signatures
 - Treasurer (board member or staff)
 - Responsible for management of funds
 - Endorses and signs checks on behalf of corporation
 - Assistant Secretary
 - Assists with duties of secretary
- Current board roster and officers
 - Tom Dudark - Vice President
 - Will Holder
 - Traci Honeycutt
 - Darrin Johnson
 - Howard McGinnis
 - Michaela Monson
 - Jon Pendergrass
- Current staff officers
 - Drew Corn, Town Manager - Treasurer

- Zolaina Parker, Town Secretary - Assistant Secretary

BOARD DIRECTION:

Select the following officers:

- President
- Vice President
- Secretary
- Treasurer
- Assistant Secretary

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: Town Charter; CDC Bylaws
SUBJECT: Consider recommending approval of Fiscal Year (FY) 2025 Budget to Town Council
GOALS/ Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources
OBJECTIVES:

BACKGROUND INFORMATION:

- Proposed FY 2025 (Oct. 2024-Sep. 2025) Budget
 - Revenues: \$710,500
 - Expenditures (including budget requests): \$535,627
 - Ending Fund Balance: \$1,353,227
 - +\$174,874 to fund balance
- Highlights
 - Revenues:
 - Sales Tax: \$660,000 (3/8 cent dedicated sales tax)
 - Interest: \$28,000
 - Digital billboard ground lease: \$22,500
 - Operational expenses to continue current activities including:
 - Printing & Advertising: \$21,550
 - Print advertisements, printing & distribution of retail guide & economic development brochure
 - Events: \$25,754
 - Christmas at the Commons expenses including Christmas tree purchase & storage
 - Promotions: \$20,525
 - Trade shows & expos, digital billboards, Chamber events...
 - Dues & Subscriptions: \$18,050
 - Annual memberships: Metroport Chamber, TEDC, IEDC, ICSC
 - Annual subscription services: CoStar, EDOiQ, Retail Lease Trac, ZacTax
 - Personnel (including budget requests): \$163,855
 - Payroll & benefits for portion of following positions:
 - Development Director, Economic Development Coordinator, Development Analyst, and Communications & Marketing Coordinator
 - Incentives: \$177,500
 - Incentives approved and expected to be paid in fiscal year
 - TX Roadhouse sales tax rebate: \$40,000
 - Cambria Hotel restaurant: \$125,000
 - Timekeeper's Haus Pioneer Grant: \$12,500
- Budget Requests
 - Development Analyst: \$35,871
 - New position request for Development Services Department
 - Funding proposed to be split between general fund, EDC, and CDC

- Key duties of position:
 - Track and report development activity
 - Research and analyze data relevant for economic development recruitment
 - Assist with responses to requests for information
 - Monitor compliance with agreements and file reports as necessary
- 3% Cost of Living Adjustment: \$2,687
 - Part of Town-wide compensation plan

BOARD DIRECTION:

- Recommend approval of budget to Town Council

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS COMMUNICATION**



DATE: July 18, 2024
REF. DOC.: S.A.S. Boutique Pioneer Grant Performance Agreement
SUBJECT: Consider S.A.S. Boutique Pioneer Grant Program Repayment Options
GOALS/ Promote Economic Vitality; 6.2 - Target business development through economic
OBJECTIVES: incentives

BACKGROUND INFORMATION:

Pioneer Grant Program (PGP) Recipient

- S.A.S. Boutique
 - Boutique women's clothing store
 - Approved for \$20,000 in PGP funding on May 26, 2022
 - Obtained Certificate of Occupancy on July 13, 2022
 - Still operating business in Northlake Commons
 - Business owner informed staff of need to close and requested item to discuss repayment options

Pioneer Grant Program Funding Guidelines

- Five-year forgivable loan
- 1/5 of loan forgiven after each year of first five years of business operation
- After final Performance Date (5 years from CO issuance), funding mechanism converts to a grant
 - Thereafter, no repayment required if performance targets change or a business closes

Repayment Obligation

Per Performance Agreement: "Determination of Inability to Comply: If the Town, in its sole discretion, determines at any time prior to the Performance Date (a "Determination Date") that the Grantee is unable or unwilling to meet and maintain any of its Targets by and through the Performance Date and the Town has not authorized any alteration or change to the applicable Target, and if the Town promptly notifies the Grantee of such determination, the Grantee must repay the Grant proceeds based upon the following schedule:

In the 1st year following CO issuance	Repay \$20,000
On or after the 1st anniversary of CO issuance but before the 2nd anniversary of CO issuance	Repay \$16,000
On or after the 2nd anniversary of CO issuance but before the 3rd anniversary of CO issuance	Repay \$12,000
On or after the 3rd anniversary of CO issuance but before the 4th anniversary of CO issuance	Repay \$8,000
On or after the 4th anniversary of CO issuance but before the 5th anniversary of CO issuance	Repay \$4,000

Repayment Dates: Such repayment shall be due from the Grantee to the Town within thirty days of the Performance Date or the Determination Date, as applicable."

- Repayment amount and timing per agreement:
 - If business closes before July 13, 2025, \$12,000 is due within 30 days of Town providing notice

BOARD DIRECTION:

- Consider Pioneer Grant Performance Agreement repayment options and make recommendation to Town Council if change to current agreement proposed



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 22-32

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, REPEALING RESOLUTION 22-12 AND APPROVING A PIONEER PROGRAM GRANT IN THE AMOUNT OF \$20,000 FOR S.A.S. BOUTIQUE AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PERFORMANCE AGREEMENT

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code; and

WHEREAS, the Town of Northlake, Texas, an incorporated municipality of Denton County, Texas, the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the Town of Northlake, together with the EDC and CDC, the "Town") has established the Pioneer Grant Program pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

WHEREAS, N-Spurred LLC dba S.A.S. Boutique (the "Grantee") has submitted an application to receive a Pioneer Grant for the development of a S.A.S Boutique women's clothing store; and

WHEREAS, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, pursuant to a performance agreement;

WHEREAS, the EDC and CDC boards of directors approved a grant in the total amount of \$20,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their February 17, 2022 board meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS THAT:

Section 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

Section 2. The Town Council hereby authorizes the Town Manager to enter into a performance agreement with Grantee for a grant payment not to exceed \$20,000.



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

Section 3. Resolution Number 22-12 is hereby repealed for all purposes.

Section 4. This resolution is effective immediately upon passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 26th day of May 2022.

Town of Northlake, Texas

A blue ink signature of David Rettig, written over a horizontal line.

David Rettig, Mayor

Attest:

A blue ink signature of Zolaina Parker, written over a horizontal line.

Zolaina Parker, Town Secretary





**PIONEER GRANT
PERFORMANCE AGREEMENT**

This Pioneer Grant Performance Agreement is entered into by and between the Town of Northlake, Texas, an incorporated municipality of Denton County, Texas, the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the Town of Northlake, together with the EDC and CDC, the "Town"), and N-Spurred LLC dba S.A.S. Boutique (the "Grantee").

WITNESSETH:

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the "Policy") as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code, (the "Act"); and

WHEREAS, the Town has established the Pioneer Grant Program pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

WHEREAS, the Grantee has submitted an application to receive a Pioneer Grant for the development of a S.A.S Boutique women's clothing store; and

WHEREAS, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, provided that the Grantee meets certain criteria relating to maintenance of the facility as a S.A.S Boutique women's clothing store, capital investments and new jobs; and

WHEREAS, the Grantee is required to return all or a portion of the funds received to the Town if the performance criteria of the Grantee are not met; and

WHEREAS, the Town and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant proceeds, the obligations of the Grantee regarding capital investment and new job creation, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, the Grantee's plans to construct an approximately 1,400 square-foot boutique tea and gourmet food shop (the "Facility") will entail a capital expenditure of greater than \$125,000 referred to in the Agreement as the "Capital Investment"; and

WHEREAS, it is expected that at least 3 New Jobs, as defined herein, will be created at the Facility; and

WHEREAS, the Grantee plans to maintain the facility as a S.A.S Boutique for 5 years unless otherwise approved by the Town; and

WHEREAS, together, the Capital Investment target of \$125,000; the New Jobs target of 3; and the 5-year Maintenance target are referred to herein as the "Targets"; and

WHEREAS, the Facility is expected to generate approximately \$480,000 in annual taxable sales in addition to the indirect benefit of establishing Northlake as a retail destination with the potential to encourage additional retail development; and

WHEREAS, the EDC and CDC boards of directors designated an incentive for the development of the Facility in the total amount of \$20,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their February 17, 2022 board meetings; and

WHEREAS, all requirements of the Act shall be met prior to distribution of grant funds, including, but not limited to, any requirements for public hearings, notice and authorization of the Town Council, if necessary;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Disbursement of the Grant.

The Grant in the amount of \$20,000 will be paid to the Grantee upon completion of the Facility as certified by the issuance of a Certificate of Occupancy (the "CO") by the Town. Within 30 days of issuance of the CO, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to achieve the Targets at the Facility.

Section 2. Targets and Definitions.

The Grantee will develop the Facility as a finish out space within Northlake Commons, make a capital investment of at least \$125,000, create and maintain at least 3 New Jobs at the Facility, and maintain the branding of the Facility as a S.A.S Boutique unless otherwise approved by the Town. The actual construction costs of the Facility shall meet the Capital Investment Target and such investment shall be satisfied with completion of construction which shall culminate in the issuance of a CO within one year of the date of this agreement. The New Jobs Target shall be met within one year of the issuance of the CO and the Target shall be maintained through the final Performance Date which shall be five years from the issuance of the CO. The Maintenance Target shall be maintained through final Performance Date unless alteration of the branding is otherwise approved by the Town.

For the purpose of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Facility (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the capital improvements at the Facility at the date of this Agreement.

“Employee” means the full-time equivalent (FTE) employment of a person performing a duty for the Grantee at the facility. This term shall not include contract workers who are considered independent contractors for the Grantee.

“Maintain” means that the new jobs created pursuant to the Grant will continue without interruption from the date of creation through the Performance Date as it relates to the Jobs Target. “Maintain” as it relates to the Maintenance Target means that the branding of the Facility will remain as initially proposed from the date of opening through the Performance Date.

“New Job” means new permanent employment of an Employee for an indefinite duration at the Facility. Each New Job must require a minimum of either (1) 30 hours of an Employee’s time per week for the entire normal year of the Grantee’s operations, which “normal year” must consist of a least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Northlake, and positions with contractors, suppliers, and similar multiplier or spin-off jobs shall not qualify as New Jobs.

Section 3. Repayment Obligation.

Determination of Inability to Comply: If the Town, in its sole discretion, determines at any time prior to the Performance Date (a “Determination Date”) that the Grantee is unable or unwilling to meet and maintain any of its Targets by and through the Performance Date and the Town has not authorized any alteration or change to the applicable Target, and if the Town promptly notifies the Grantee of such determination, the Grantee must repay the Grant proceeds based upon the following schedule:

In the 1st year following CO issuance	Repay \$20,000
On or after the 1st anniversary of CO issuance but before the 2nd anniversary of CO issuance	Repay \$16,000
On or after the 2nd anniversary of CO issuance but before the 3rd anniversary of CO issuance	Repay \$12,000
On or after the 3rd anniversary of CO issuance but before the 4th anniversary of CO issuance	Repay \$8,000
On or after the 4th anniversary of CO issuance but before the 5th anniversary of CO issuance	Repay \$4,000

Repayment Dates: Such repayment shall be due from the Grantee to the Town within thirty days of the Performance Date or the Determination Date, as applicable.

Section 4. Grantee Reporting.

The Grantee shall provide, at the Grantee's expense, detailed verification reasonably satisfactory to the Town of the Grantee's progress on the Targets. Such progress reports will be provided at least annually, starting at twelve months from the date that the Grantee receives the Grant, and at such other times as the Town may require for a period of five years from the grant proceeds award date.

Section 5. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town, to:

Town of Northlake
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: Drew Corn, Town Manager
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: dcorn@town.northlake.tx.us

If intended for the Grantee, to:

N-Spurred LLC dba S.A.S. Boutique
204 Wallis Avenue
Santa Anna, Texas 76878
Attn: Kyra Neff
Phone: (817) 235-0186
Email: santannastore@yahoo.com

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Ashley D. Dierker
Phone: (817) 332-2580
Fax: (817) 332-4740
Email: adierker@toase.com

Northlake EDC
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: President
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: northlakeedc@town.northlake.tx.us

Northlake CDC
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: President

Phone: (940) 648-3290
Fax: (940) 648-0363
Email: northlakeedc@town.northlake.tx.us

Section 6. Miscellaneous.

- A. Entire Agreement; Amendments: This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and may not be amended or modified, except in writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of the Town.
- B. Governing Law; Venue: This Agreement is made and performable in the Town limits of Northlake in Denton County, Texas and shall be construed and enforced by local and state laws within the State of Texas. Venue for any litigation arising out of or involving this Agreement shall lie in Denton County, Texas.
- C. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.
- D. Severability: If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the discretion of the Town, be voidable or interpreted as in effect as if such unenforceable provision were not included therein.

EXECUTED and effective as of the date of the last authorized signature below.

APPROVED AS TO FORM:
ASHLEY D. DIERKER,
TAYLOR, OLSON, ADKINS,
SRALLA & ELAM, L.L.P.
Town Attorney

By: _____

Town Attorney

Date: 05/26/2022

TOWN OF NORTHLAKE
DREW CORN

Town Manager

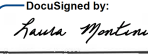
By: _____

Drew Corn, Town Manager

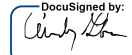
Date: 5/27/22



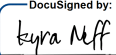
**NORTHLAKE ECONOMIC DEVELOPMENT
CORPORATION**

By:  DocuSigned by:
87FDCB63B7444C7
Laura Montini, President of Board of Directors
Date: 6/5/2022

**NORTHLAKE COMMUNITY DEVELOPMENT
CORPORATION**

By:  DocuSigned by:
00245A9B7C514AA...
Andy Gibson, President of Board of Directors
Date: 6/5/2022

GRANTEE:

By:  DocuSigned by:
001B1735BC9748D...
Kyra Neff, Owner
N-Spurred LLC dba S.A.S. Boutique
Date: 6/7/2022