



BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION - AMENDED AGENDA

April 12, 2023 at 6:00 PM

Town Hall - 1941 E. Jeter Road, Bartonville, TX 76226

A. CALL MEETING TO ORDER

B. CLOSED SESSION

1. *Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:* Deliberate performance agreement between Cloud 9 Salon and Spa and the Bartonville Community Development Corporation.

C. RECONVENE OPEN MEETING

D. PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the BCDC Board on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the Board on items that are not posted on the agenda.

E. REGULAR ITEMS

2. Consider approval of the March 8, 2023, meeting minutes.
3. Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$45,000, to Cloud 9 Management, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC. *4/8/23 This item was amended to include the public hearing.*
4. Discuss and consider a funding application from Sakhouse Investments, LLC dba Trios Italian Bistro.
5. Discuss and consider a funding application from JBJBM, LLC dba Luminous Glow Med Spa.
6. Discussion on annual BCDC Business Survey contact requests.

F. CLOSED SESSION

7. *Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:* Deliberate funding request from Sakhouse Investments LLC dba Trios Italian Bistro.
8. *Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:* Deliberate funding request from JBJBM, LLC dba Luminous Glow Med Spa.

G. RECONVENE OPEN MEETING

H. FUTURE ITEMS

I. ADJOURNMENT

I hereby certify that this Notice of Meeting was posted on the Town Website, and on the bulletin board, at Town Hall of the Town of Bartonville, Texas, a place convenient and readily accessible to the public at all times. Said Notice was posted on the following date and time; and remained posted continuously prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.

/s/ Tammy Dixon, Town Secretary

Posted: April 8, 2023 at 11:15 AM

THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION MEETING HELD ON THE 8th DAY OF MARCH 2023, AT BARONVILLE TOWN HALL, 1941 E. JETER ROAD, BARTONVILLE, TEXAS, AT 6:00 P.M.

Item E2.

The Community Development Corporation met in a meeting with the following members present:

Brenda Latham, Chair (arrived at 6:12 p.m.)
Dwain Skrobarcek
Randy Van Alstine
Jim Langford
Jim Foringer
Terry Rock
James Kennemer

Also present: Tammy Dixon, Town Secretary.

A. CALL TO ORDER

Vice Chairperson Skrobarcek called the meeting to order at 6:10 p.m.

B. PUBLIC PARTICIPATION

Del Knowler, 739 Seals Road

C./D. CLOSED/OPEN SESSION

1. *Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:* Deliberate a funding request by Cloud 9 Salon and Spa.
No Action Taken.

E. REGULAR ITEMS

2. Consider approval of the February 08, 2023, meeting minutes.

Jim Langford moved to approve the February 08, 2023, meeting minutes. Dwain Skrobarcek seconded the motion. The motion carried by vote of 7 to 0.

3. Discuss and consider a funding application from Cloud 9 Management LLC.

Brenda Latham moved to approve a funding application from Cloud 9 Management LLC in an amount of \$45,000 with a five-year claw back provision, with half of the funding to be provided after execution of a performance agreement as allowed per State Law and the balance after a Certificate of Occupancy is issued; and directed staff to work with the Board Attorney to prepare a Performance Agreement for said funding. Dwain Skrobarcek seconded the motion. The motion carried by vote of 7 to 0.

4. Discussion on BCDC Business Survey.

Ms. Dixon stated of the 80 town businesses, 32 responses were received. The Board discussed the survey comments and asked that a list of those businesses that requested contact from the Board to be prepared.

5. Discussion on development activity (new businesses, prospective businesses, expansion of businesses).

No discussion.

6. Discussion on marketing, promotional items, and advertising of local businesses.

No discussion.

F. FUTURE ITEMS

F. ADJOURNMENT

Chairperson Latham adjourned the meeting at 7:13 p.m.

APPROVED this the 12^h day of April 2023.

Approved

Brenda Latham, Chair

Attest:

Tammy Dixon, Town Secretary



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE April 12, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$45,000, to Cloud 9 Management, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.
4/8/23 This item was amended to include the public hearing.

SUMMARY:

On March 8, 2023, the Board authorized staff to work with the Board attorney to prepare a Performance Agreement between the Board and Cloud 9 Management, LLC to provide financial assistance for additional construction costs for Cloud 9 Salon and Spa, in the amount of \$45,000.

The draft Performance Agreement drafted by the Board attorney, provides a total incentive of \$45,000 with half of the funding to be paid within 30 days of the effective date of the agreement and in accordance with State Law; and half within 30 days of the Developer's receipt of the Certificate of Occupancy.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. Notice of the public hearing was published on March 25, 2023.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

ATTACHMENTS:

- Funding Application – Cloud 9
- Draft agreement

In October of 2018, we submitted a request for \$95,000 to BCDC in Bartonville and were approved for \$32,000. Those funds were used for the original Engineering and Architectural Design for Cloud 9 which was estimated at \$2.5 million.

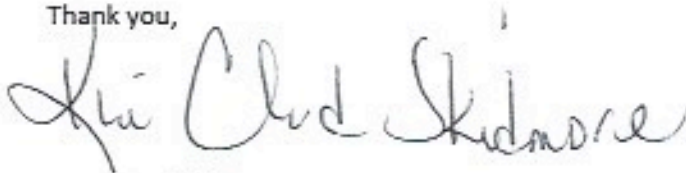
Since the original set of plans, Marty Bryan elected to build his Coffee Shop as a stand-alone site which required the Cloud 9 project to be redesigned and allowing us to pursue additional retail tenants that will occupy approximately 5000 square feet and increase foot traffic and sales tax.

Additional changes in the building design include added square footage to our Spa area and a Boutique in the Salon area. The total employees and technicians for Cloud 9 have expanded to operate the additional space. These changes will increase sales tax, payroll tax, and property tax.

The construction cost is now over 5.5 million and the request of additional \$60,000 is to help offset today's escalated labor and material cost.

Cloud 9 attracts over 200 guests per day at our current location in Lantana and we have seen an increase of 3600 new clients since moving here in 2021. We are excited to be a part of the continued growth for Cloud 9 and the Town of Bartonville.

Thank you,

A handwritten signature in cursive script that reads "Kim Cloud Skidmore". The signature is written in black ink and is positioned below the "Thank you," text.

Kim Cloud Skidmore

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUNDING APPLICATION

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL BY THESE PRESENTS:

PART 1 - APPLICANT INFORMATION

Application Date: 1/23/2023

Company Name: Cloud 9 Salon: SPA

Address: 7160 Justin Rd #200 Lantana TX 76226

Representative for Application: Kim Cloud

Local address:

Town: State: ZIP Code:

Phone Number: 972 317 4384 State of Incorporation: TX Years In Town: (1.5) Lantana

Total Employees in Town: 43 (18) Flower Mound (7) Highland Village (7) Lewisville

PART 2 - PROJECT INFORMATION

Location Address: 2660 Justin Rd Bartonville TX 76226

Legal Description: Lot 1 D Block A

Project Description: New Construction Expansion

Section A - Economic Development Type of Facility

Manufacturing Distribution Service Center

Restaurant Describe: Salon/Retail

PART 3 - ECONOMIC INFORMATION

Construction Estimate: 4.7 million

Start Date: 1/16/2023

Amount Requested: \$ 60,000

Permanent Job Creation:

PART 4 - NARRATIVE

1. Introduction of Business:

Attached

2. Name(s) of chief officers or owners:

Attached

3. Reasons for seeking economic development incentive:

Attached

4. State how the project will benefit the Town of Bartonville:

Attached

5. Describe the Project:

Attached

6. Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown of current payroll by zip code. Attach a copy of the business's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application.

Attached

7. List any other governmental assistance/incentives being requested or already approved for the project from sources other than the BCDC.

None

8. List any competition or similar businesses in the area.

Attached

UNDOCUMENTED WORKER CERTIFICATION

Item E3.

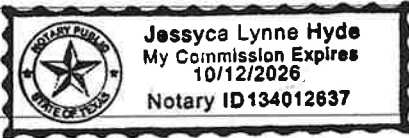
Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Bexar County, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), after receiving any public subsidy, the Company shall promptly give the County written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the County of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature:	<i>Kim Chad Skedmore</i>
Name:	<i>Kim Chad Skedmore</i>
Title:	<i>owner</i>
Telephone:	<i>214 415 4806</i>
E-Mail:	<i>Kim@ChadSalon.com</i>
Given under my hand and seal of office this <u>24</u> day of <u>January</u> 20 <u>23</u> .	
<i>Jessyca Hyde</i> Notary Public, State of Texas	
My commission expires:	<u>10/12/2026</u>

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

POLICIES AND GUIDELINES FOR FUNDING

ACKNOWLEDGEMENT OF RECEIPT

APPLICANT: Kim Cloud Skidmore
COMPANY NAME: Cloud 9 Salon: SPA
ADDRESS: 7160 Justin Rd #200 LANTANA TEXAS 76226
PHONE NUMBER: 214 415 4806

Signature: Kim Cloud Skidmore

APPLICANT: Chris Skidmore
COMPANY NAME:
ADDRESS: SAME
PHONE NUMBER: 940-391 4503

Signature: Chris Skidmore

PROPERTY OWNER/LANDLORD: Nathan Dean
ADDRESS: 890 Terrace Dr LANTANA, TX 76226
PHONE NUMBER: 214 415 6140

Signature: [Handwritten Signature]

Sign, date and return this acknowledgement page to the BCDC. Please retain the guidelines and criteria for your records.

1. Introduction of Business

Cloud 9 Salon and Spa was created in 1992 and had an original location in Lewisville. After several expansions, in 2005, we bought land in Flower Mound, and built a 8300 sq ft building. We housed our salon and spa there for almost 20 years with a team of 30 stylist, 11 aestheticians, and 4 nail techs. There was a full staff of 10 employees that managed the front desk and housekeeping. Cloud 9 employs two managers for the day-to-day operations. In 2018 we purchased land in Bartonville to move our business west where we believed growth could be substantial for the business and the entire team.

In order to move forward with our building plan, we sold our Flower Mound building moved to a temporary “pop up” location in Lantana on May 1st, 2022. This move has exploded our growth and although we are sharing space (this pop up has 4100 sq ft) we have obtained over 3500 new clients since our opening date!

Cloud 9 also brings a tremendous amount of philanthropy to the community. We established Cloud 9 Charities almost 24 years ago and have reached over \$3 million in proceeds that stay in Denton County. We operate a program called Bedtime Rescue where we provide temporary housing to the homeless families in crisis.

We look forward to being part of the community in the Town of Bartonville.

2. Name of Owners

Kim Cloud Skidmore and Christopher Skidmore 95%
Nathan Dean 5%

3. Reason for seeking Economic Development Incentive-

Cloud 9 Salon and Spa is excited to have broken ground in Bartonville and look forward to the frontage location on 407 and the expansion of growth for the salon and for the additional retail tenants in our building.

The cost for this project has grown substantially since 2018 and will exceed over \$4.7 million for the 15,700 sq ft building. We are eager to begin operations and bring new traffic to Bartonville. The economic incentives will help us with the engineering, design and building costs.

4. State how the project will benefit the Town of Bartonville

Cloud 9 will benefit the Town of Bartonville with its 130,000 existing clients and its additional retail space in the building. As a salon and spa, we see over 30,000 clients annually, which computes to over 200 clients per day. The average client spends \$140. We have a large

professional salon brand retail presence and the average ticket for product sales is \$72. sell over \$37,500 in gift cards annually. Our presence in Bartonville will increase sales tax, property tax, and payroll tax.

In summary, Cloud 9 Salon and Spa will house over 65 stylists, technicians, and front desk members that have established clientele. The new location will create at least 10 new job positions, many of which will be full time employees increasing the payroll tax being paid to the Town of Bartonville. The new location will increase the sales tax paid to Bartonville based on the retail sales of the salon and spa. In addition, many of the self-employed team members also retail products themselves and pay sales tax. The salon will also increase the property taxes paid to The Town of Bartonville.

The reputation of Cloud 9 as an employer and a philanthropist would be an asset to the community. Our existing client base and employees will be coming from other cities to shop, eat and enjoy the entertainment in Bartonville.

5. Describe the Project

The building is a two story beautifully designed bright open concept salon with an elegant spa located on both the first and second floor. There is an additional 5000 sq ft available for retail tenants that provide a fun shopping experience for our many clients and the community each day.

6. Describe the types and numbers of jobs to be generated and provide information current level of employment including current payroll and to be generated and provide information on current payroll and current payroll by zip codes. Attach copy of most recent filing with the Texas Workforce Commission.

We currently have 44 people working at Cloud 9 Salon and Spa. We will be hiring 15-20 new professionals. We presently have a payroll of \$10,000 per month for technicians, front desk and housekeeping employees. We expect these numbers to increase by 20% , in fact since 2018 our payroll has increased over 50%.

The Cloud 9 team also has self-employed professionals that lease space to conduct their business. (See attached spreadsheet)

7. None

8. List any Competition or similar businesses in the area.

Ramon's Hair Design

Supercuts

Envy Nails & Spa Bartonville

There are several salons currently located in Bartonville and Lantana. The difference in Cloud 9 Salon and Spa and these competitors is the size of our business, the number of years in business, and the number of team members, employees and clients we have.

We believe in the importance of giving back to the community. Cloud 9 Charities has been established since 2001 has raised over \$3.7 million dollars for local children and families in need.

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** between **CLOUD 9 MANAGEMENT, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), and the **BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “BCDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, BCDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless BCDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by BCDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by BCDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the BCDC for financial assistance for the construction of Qualified Expenditures to be made to the Property generally located at 2660 F.M. 407 E, Town of Bartonville, Texas; and

WHEREAS, the BCDC’s Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section

501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Bartonville, Texas, to approve all programs and expenditures of the BCDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BCDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **March 31, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Developer.** The word “Developer” means Cloud 9 Management, LLC, a Texas limited liability company, and its successors and assigns, whose address for the purposes of this Agreement is 2660 FM 407 E, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the BCDC.

- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means Lot 1R - 4, Block A of the Denkman Plaza Addition, an addition to the Town of Bartonville, Denton County, Texas, and generally located at 2660 F.M. 407 E, Bartonville, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of construction of a minimum 8,000 square foot hair salon establishment located on the Property, and Property acquisition costs, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Related Documents.** The words “Related Documents” mean and include without limitation all promissory notes, loan agreements, and all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with BCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the BCDC invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property in a minimum amount of **Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00)** by **December 31, 2024**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2024**, a certificate of occupancy from the Town of Bartonville, Texas, for a minimum of 8,000 square feet of hair salon, retail space located on the Property.
- (c) **Operate Cloud 9 Establishment.** Developer covenants and agrees by **January 1, 2025**, and during the Term of this Agreement to keep open to the general public the Cloud 9 Hair Salon Establishment located on the Property.

- (d) **Job Creation and Retention.** Developer covenants and agrees by **January 1, 2025**, and during the Term of this Agreement to employ and maintain a minimum of thirty-five (35) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2025**, and during the Term of this Agreement, Developer shall deliver to BCDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2025**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to the BCDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.

BCDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount not to exceed **Forty-Five Thousand and No/100 Dollars (\$45,000.00)** as follows:
- (1) **Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00)** paid to Developer within thirty (30) days of the Effective Date of this Agreement and compliance with Section 505.160 of the Act; and
 - (2) **Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00)** paid to Developer within thirty (30) days of Developer’s receipt of the certificate of occupancy consistent with Section 4(b) of this Agreement.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 6. CESSATION OF ADVANCES.

If BCDC has made any commitment to make any financial assistance to Developer, whether under this Agreement or under any other agreement, BCDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the BCDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Bartonville, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from BCDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BCDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to BCDC as follows:

- (a) Event of Default occurs from the Effective Date through **March 31, 2024**, repay **Forty-Five Thousand and No/100 Dollars (\$45,000.00)** or as much as has been advanced to Developer by BCDC;
- (b) Event of Default occurs from **April 1, 2024, to March 31, 2025**, repay **Thirty-Six Thousand and No/100 Dollars (\$36,000.00)**;
- (c) Event of Default occurs from **April 1, 2025, to March 31, 2026**, repay **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)**;
- (d) Event of Default occurs from **April 1, 2026, to March 31, 2027**, repay **Eighteen Thousand and No/100 Dollars (\$18,000.00)**; and
- (e) Event of Default occurs from **April 1, 2027, to March 31, 2028**, repay **Nine Thousand and No/100 Dollars (\$9,000.00)**.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the BCDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

BCDC:

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Brenda Latham, Chair

Date Signed: _____

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jim Langford, Chair of the Bartonville Community Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

CLOUD 9 MANAGEMENT, LLC,
A Texas limited liability company,

By: _____
Kim Cloud Skidmore

Title: _____

Date Signed: _____

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kim Cloud Skidmore, _____, of Cloud 9 Management, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE April 12, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discuss and consider a funding application from Sakhouse Investments, LLC. dba Trios Italian Bistro.

SUMMARY:

A new funding application has been submitted by Sakhouse Investments, LLC. dba Trios Italian Bistro for construction improvements.

ATTACHMENTS:

1. Funding Application

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

POLICIES AND GUIDELINES FOR FUNDING

ACKNOWLEDGEMENT OF RECEIPT

APPLICANT: Tim House
COMPANY NAME: Sakhouse Investments LLC
ADDRESS: 240 McMakin Rd., Double Oak, Tx. 75077
PHONE NUMBER: 214.773.7441

Signature:  _____

APPLICANT:
COMPANY NAME:
ADDRESS:
PHONE NUMBER:

Signature: _____

PROPERTY OWNER/LANDLORD: Premier Properties / Denmiss LLC
ADDRESS: 2650 FM 407 #200, Bartonville, TX 76226
PHONE NUMBER: 940.241.3200

Signature: Beth C. McKellar 04/06/2023

Vice President - Director of Corporate Operations
Denmiss LLC

Sign, date and return this acknowledgement page to the BCDC. Please retain the guidelines and criteria for your records.

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUNDING APPLICATION

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL BY THESE PRESENTS:

PART 1 - APPLICANT INFORMATION

Application Date: 04/03/23

Company Name: Sakhouse Investments LLC, dba Trio's Italian Bistro

Address: 2652 F.W. 407E # 155, Bartonville, Tx. 76226

Representative for Application: Tim House

Local address:

Town: Bartonville

State: Tx

ZIP Code: 76226

Phone Number: 214.773.7441

State of Incorporation: Tx

Years In Town: 1

Total Employees in Town: 14

PART 2 - PROJECT INFORMATION

Location Address: Same

Legal Description:

Project Description:

New Construction

Expansion

Section A - Economic Development Type of Facility

Manufacturing

Distribution

Service Center

Restaurant

Describe

PART 3 - ECONOMIC INFORMATION

Construction Estimate:

\$59,375

Start Date: ASAP

Amount Requested:

\$45,000

Permanent Job Creation:

5

PART 4 - NARRATIVE

1. Introduction of Business:

Trio's Italian Bistro purchased the lease of this space from the previous occupant, Palermo's in April 2022. Our operation has not been successful to date, and we have concluded that a major makeover will be required to make it attractive to the local customer base.

2. Name(s) of chief officers or owners:

Tim House, Managing Member
John Sakelaris, Member

3. Reasons for seeking economic development incentive:

needed to make patio more usable and increase overall ability to attract customers.

4. State how the project will benefit the Town of Bartonville:

This patio improvement project is a significant piece to the overall makeover/ improvement planned to turn the Trio's operation into a profitable business. By so doing, we will continue to offer a distinctive dining opportunity that should attract customers and dollars from the entire service area, as well as Bartonville proper and Lantana. This in turn will obviously translate into greater tax dollars for the Town. In addition, it will help to promote the Town as a dining destination, which should help the overall Bartonville restaurant community and further add to the resulting tax dollars.

5. Describe the Project:

The overall makeover project will include refurbishing and redecorating the interior space, as well as the patio improvement which is the primary focus of this application. The patio improvement itself will consist of removing the old arbor-style cover and replacing it with a fixed roof in the same style as exists at other restaurants in the Town Center, specifically at the Golden Egg and the Barrel. Other improvements will include electrical, lighting, and plants.

6. Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown of current payroll by zip code. Attach a copy of the business's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application.

It is projected that the increased business resulting from this makeover project will necessitate hiring 5 more workers, primarily wait staff and cooks. We currently employ a total of 14.

7. List any other governmental assistance/incentives being requested or already approved for the project from sources other than the BCDC.

NONE

8. List any competition or similar businesses in the area.

No other restaurants featuring Italian fare are located in Bartonville, so there is no real competition for this specific type of food. However, all of the restaurants in Bartonville are competing for dining dollars. Such establishments include Marty B's, The Barrel, the Bartonville Store, Casa Mia, and Tokyo Samarai.

**EXHIBIT A
PROJECT CONSTRUCTION ESTIMATE**

Construct cedar patio cover (see attached proposal)	\$49,875
Patio area electrical, lighting, plants and related exterior decor	<u>9,500</u>
TOTAL	<u>\$59,375</u>



Proposal #2612

March 21, 2023

To: Denmiss, LLC
2650 FM 407 Suite 200
Bartonville, Texas 76226

Attn: Troy Davis
940-241-3200

Re: 2652 Fm 407 Suite 155

Scope of Work: Construct a cedar patio cover to match existing patios in complex.

Build out of cedar patio cover at length of entire patio, to include relocating fence on south side of patio and building out to the edge of the building. Cover with wood decking and metal roof. Stain and finish. Add glycol loop for exterior sprinklers.

\$49,875.00

Additional option: Add two gas heaters and additional electricity for fans, lighting and plugs: \$10,500.00

Price includes all labor and material. Includes supervision, clean up, and OH/P.

Signature of Acceptance: _____ Date: _____

Please call or e-mail if you have any questions.

Thank you,
Cory Lee
Ofc: 940-241-1790

UNDOCUMENTED WORKER CERTIFICATION


Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Bexar County, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), after receiving any public subsidy, the Company shall promptly give the County written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the County of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature:	
Name:	Tim House
Title:	LLC Managing Member
Telephone:	214.773.7441
E-Mail:	bluepup74@verizon.net

Given under my hand and seal of office this _____ day of _____ 20__

Notary Public, State of Texas

My commission expires: _____



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE April 12, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discuss and consider a funding application from JBJBM, LLC dba Luminous Glow Med Spa

SUMMARY:

A new funding application has been submitted by JBJBM, LLC dba Luminous Glow Med Spa for business expansion.

ATTACHMENTS:

1. Funding Application

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUNDING APPLICATION

STATE OF TEXAS §
COUNTY OF DENTON § KNOW ALL BY THESE PRESENTS:

PART 1 - APPLICANT INFORMATION

Application Date:

Company Name: JBTBM, LLC DBA Luminous Glow Med Spa

Address: 2652 FM 407 Suite #135 Bartonville, TX 76226

Representative for Application: Jennifer Buck

Local address: 2652 FM 407 Suite #135

Town: Bartonville State: Texas ZIP Code: 76226

Phone Number: 972-345-8900 State of Incorporation: Texas Years In Town: 0

Total Employees in Town:

PART 2 - PROJECT INFORMATION

Location Address: 2652 FM 407 Suite #135 Bartonville TX 76226

Legal Description:

Project Description: New Construction Expansion

Section A - Economic Development Type of Facility

Manufacturing Distribution Service Center

Restaurant Describe Med Spa

PART 3 - ECONOMIC INFORMATION

Construction Estimate: 100,000

Start Date: 9/22

Amount Requested: 40,000

Permanent Job Creation: 6

PART 4 - NARRATIVE

1. Introduction of Business: I have had the opportunity and honor to open 2 medical spas in DFW over the past decade, they continue to be successful. I am excited to be opening my own. I have always created an upscale, unique and aesthetically pleasing environment for my clients to enjoy. This medspa is no exception. I look forward to continue to provide the full upscale medspa experience, adding services and employees with time as we grow.

2. Name(s) of chief officers or owners:

Jennifer Buck and Justin Buck

3. Reasons for seeking economic development incentive:

With the help of this incentive this will enable me to hire more staff members to expand our services, to better serve our community. Without the help of this incentive we will need to wait until we recoup the money we spent on the buildout.

4. State how the project will benefit the Town of Bartonville: My current client base is over 350 clients, most of my clients reside in our community or neighboring communities. We are the only med spa in the area, and hope to employ other members of the community we serve -

5. Describe the Project: In the build out we added, plumbing, ceiling, walls, upscale fixtures and lighting including chandeliers and granite throughout - we updated the bathroom. We created a space that can be expanded in either direction with growth in mind. We want to hire a full time staff member to help with the new influx of clients -

6. Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown of current payroll by zip code. Attach a copy of the business's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application.
I employ 3 1099 employees, as well as 3 w-2 staff members one who lives in Bartonville, Justin and Wring.

7. List any other governmental assistance/incentives being requested or already approved for the project from sources other than the BCDC.
n/a

8. List any competition or similar businesses in the area.
none

UNDOCUMENTED WORKER CERTIFICATION

Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Bexar County, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

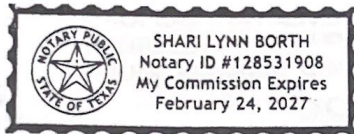
Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), after receiving any public subsidy, the Company shall promptly give the County written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the County of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature:	<i>Jennifer Buck</i>
Name:	<i>Jennifer Buck</i>
Title:	<i>owner</i>
Telephone:	<i>214-304-1404</i>
E-Mail:	<i>Jennifer@luminousglowmedspa.com</i>
Given under my hand and seal of office this <i>29th</i> day of <i>March</i> 20 <i>23</i> .	
<i>Shari Lynn Borth</i> Notary Public, State of Texas	
My commission expires:	<i>February 24th, 2027</i>



BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION
POLICIES AND GUIDELINES FOR FUNDING
ACKNOWLEDGEMENT OF RECEIPT

APPLICANT: Jennifer Buck
COMPANY NAME: JBIBM LLC
ADDRESS: 2052 FM 407 Suite 2133 Bartonville, TX 76226
PHONE NUMBER: 940-345-8900

Signature: Jennifer Buck

APPLICANT:
COMPANY NAME:
ADDRESS:
PHONE NUMBER:

Signature: _____

PROPERTY OWNER/LANDLORD: Premier Property Real Estate
ADDRESS: PO Box 610033
PHONE NUMBER: Dallas, TX 75261 Group LLC
Denmiss LLC
2650 FM 407 Suite 200
Bartonville, TX 76226
940-241-3030

Signature: _____

Sign, date and return this acknowledgement page to the BCDC. Please retain the guidelines and criteria for your records.



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE April 12, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discussion on annual BCDC Business Survey contact requests.

SUMMARY:

As part of the BCDC Business Survey, several businesses requested contact by the board. This list will be provided to the Board at the meeting.