Life Connected.

ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
BOARD OF DIRECTORS
112 N COLORADO ST
TUESDAY, JANUARY 7, 2025
12:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. OPEN FORUM

Open Forum is for information only. If you wish to speak, please inform the Presiding Officer. Speakers are limited to three (3) minutes. The Corporation can take no action. No charges and/or complaints will be heard against any appointed or elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the Corporation with copies/handouts regarding their item of interest must provide 9 copies and present them to an employee for distribution to the Corporation.

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the CEDC Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

Section 551.087 of the Texas Government Code to discuss or deliberate regarding commercial or financial information that the CEDC has received from a business prospect, and or to deliberate the offer of a financial or other incentive with a business prospect.

1. Discussion regarding a business prospect generally located at 211 E. Pecan St.

Reconvene into Open Session The Celina EDC will now reconvene into Regular Session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any action necessary regarding the items discussed in executive session.

IV. PRESENTATION:

A. Presentation by a business prospect. (Tre Fiamme Pizza Napoletana)

V. ACTION ITEM:

A. Regular Meeting Minutes - December 3rd, 12:00pm

B. Regular Meeting Minutes - December 19th, 5:30pm

C. Consider and act on an Amendment to the Celina Economic Development Corporation's (CEDC) Budget which was adopted and approved by Council for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each project, and account, by adopting an amended 2024-2025 budget for the CEDC reallocating funds between accounts.

VI. WORKSESSION:

A. Discussion regarding an approved Economic Development Agreement and Performance Agreement with Home Depot U.S.A., Inc. (Satarino)

B. Discussion regarding the CEDC's Incentive Application Process. (Satarino)

C. Discussion regarding updates to CEDC's Strategic Plan. (Satarino)

VII. ADJOURNMENT:

The Celina Economic Development Corporation is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

"I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at Economic Development Corporation of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: ______________________ at ____:_______ and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

____

Staff Liaison

Life Connected.

ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
BOARD OF DIRECTORS
112 N COLORADO ST
TUESDAY, DECEMBER 3, 2024
12:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Board President Bissett called the meeting to order at 12:00 PM and announced a quorum present.

Members Present:	Members Absent:
President Clint Bissett	None
Vice President Andrew Donaldson	
Secretary Cindy Peters	
Board Member Cody Hunter	
Board Member Rocky Hussman	
Board Member Ryan Wilcox	
Board Member Shane Lambert	

II. OPEN FORUM

Open Forum is for information only. If you wish to speak, please inform the Presiding Officer. Speakers are limited to three (3) minutes. The Corporation can take no action. No charges and/or complaints will be heard against any appointed or elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the Corporation with copies/handouts regarding their item of interest must provide 9 copies and present them to an employee for distribution to the Corporation.

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the CEDC Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

The CEDC Board convened into executive session at 12:01pm.

Section 551.071 of the Texas Government Code to Consult with Attorney:

1. Discussion regarding a Consent to Assignment Agreement with NWC Tollway/Frontier, L.P.

Section 551.087 of the Texas Government Code to discuss or deliberate regarding commercial or financial information that the CEDC has received from a business prospect, and or to deliberate the offer of a financial or other incentive with a business prospect.

1. Discussion regarding a business prospect generally located at 206 N. Louisiana Dr.

2. Discussion regarding a business prospect generally located at 211 E. Pecan St.

3. Discussion regarding the development of the properties generally located at the SWC of E. Pecan St. and N. Oklahoma Dr.

4. Discussion regarding Project Orange.

Reconvene into Open Session The Celina EDC will now reconvene into Regular Session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any action necessary regarding the items discussed in executive session.

The CEDC Board reconvened at 1:19pm.

Upon a motion by Vice President Andrew Donaldson and a second by Board Member Shane Lambert, the Board voted seven (7) for and none (0) opposed to approve a consent to assignment agreement on the terms as discussed in executive session. The motion carried 7-0.

Upon a motion by Vice President Andrew Donaldson and a second by Board Member Cody Hunter, the Board voted seven (7) for and none (0) opposed to authorize the Executive Director to execute a contract for land planning services in an amount not to exceed $45,500 and on the terms as discussed in executive session. The motion carried 7-0.

IV. ACTION ITEM:

A. Regular meeting minutes - November 5, 2024, 12:00 p.m.

Upon a motion by Board Member Cody Hunter and a second by Board Member Rocky Hussman, the Board voted seven (7) for and none (0) opposed to approve the regular meeting minutes - November 5, 2024, 12:00pm. The motion carried 7-0.

B. Consider and act to approve a Marketing Services Agreement with The Burdette Agency, Inc. DBA North Star Place Branding + Marketing for an amount not to exceed $90,000. (Thomas)

Melissa Thomas spoke regarding the item.

Upon a motion by Board Member Ryan Wilcox and a second by Board Member Cody Hunter, the Board voted seven (7) for and none (0) opposed to approve a Marketing Services Agreement with the Burdette Agency, Inc. DBA North Star Place Branding + Marketing for an amount not to exceed $90,000. The motion carried 7-0.

C. Consider and act to approve a Resolution authorizing certain officers of the Celina Economic Development Corporation to sign and endorse checks and drafts on the Celina Economic Development Corporation's bank accounts. (Satarino)

Upon a motion by Board Member Shane Lambert and a second by Board Member Rocky Hussman, the Board voted seven (7) for and none (0) opposed to approve a Resolution authorizing certain officers of the Celina Economic Development Corporation to sign and endorse checks and drafts on the the Celina Economic Development Corporation's bank accounts. The motion carried 7-0.

D. Consider and act to approve a Consent to Assignment Agreement with NWC Tollway/Frontier, L.P. (Satarino)

No action was taken on this item. The item in section 3 (1) was approved coming out of executive session.

V. **WORKSESSION:**

A. Discussion regarding updates to the Celina Economic Development Corporation strategic planning process. (Satarino)

Anthony Satarino spoke regarding the item.

VI. **ADJOURNMENT:**

Board President Clint Bissett adjourned the meeting at 1:58pm.

______________________________ ______________________

President **Date**

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ECONOMIC DEVELOPMENT CORPORATION SPECIAL CALLED MEETING
BOARD OF DIRECTORS
302 W WALNUT ST
THURSDAY, DECEMBER 19, 2024
5:30 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Board President Clint Bissett called the meeting to order at 5:30pm and announced a quorum present.

Members Present:	Members Absent:
President Clint Bissett	Vice President Andrew Donaldson
Secretary Cindy Peters	Board Member Cody Hunter
Board Member Ryan Wilcox	Board Member Rocky Hussman
Board Member Shane Lambert	

II. OPEN FORUM

Open Forum is for information only. If you wish to speak, please inform the Presiding Officer. Speakers are limited to three (3) minutes. The Corporation can take no action. No charges and/or complaints will be heard against any appointed or elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the Corporation with copies/handouts regarding their item of interest must provide 9 copies and present them to an employee for distribution to the Corporation.

III. EXECUTIVE SESSION:

The CEDC Board did not convene into executive session and item section 3 (1) was presented in open session.

1. Project Orange

Upon a motion in open session by Board Member Ryan Wilcox and a second by Secretary Cindy Peters, the Board voted four (4) for and none (0) opposed to approve a Chapter 380 Development and Performance agreement by and between the City of Celina, Texas, the Celina Economic Development Corporation, and Home Depot U.S.A. Inc, as presented. The motion carried 4-0.

IV. **ADJOURNMENT:**

Board President Clint Bissett adjourned the meeting at 5:40pm.

____ __________________________

President **Date**

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EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	Ty Behringer, Business Development Associate
CC:	Anthony Satarino, Executive Director of Economic Development
Intiated by:	Economic Development Corporation
Date:	January 7, 2025
Re:	Consider and act upon an Amendment to the Celina Economic Development Corporation's (CEDC) Budget which was adopted and approved by Council for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each project, and account, by adopting an amended 2024-2025 budget for the CEDC reallocating funds between accounts.

Action Requested:
Consider and act on an Amendment to the Celina Economic Development Corporation's (CEDC) Budget which was adopted and approved by Council for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each project, and account, by adopting an amended 2024-2025 budget for the CEDC reallocating funds between accounts.

Background Information:
This item amends the Fiscal Year (FY) 2024-2025 CEDC Budget across a variety of funds to authorize additional expenditures. The amendment includes:

1. An increase of $30,000 for sales tax rebates approved through economic development agreements and shown as a contra revenue account. While this was budgeted for in another account, these revenues will be more effectively managed through the addition of a contra account. These revenues are reimbursed to the grant recipient rather than an expense of the CEDC.
2. An increase of $27,500 for data-gathering software. Data-driven decision-making has been identified as an essential component of CEDC Strategic Plan. CEDC staff has thoroughly researched and vetted a software that will greatly enhance data collection efforts.
3. An increase of $10,000 for transfers to the Celina Chamber of Commerce. A proposed agreement will be presented to the CEDC Board for approval in February 2025. The

previous budgeted amount was $15,000. The proposed agreement includes several additional benefits to the CEDC for the upcoming year.

4. An increase of $2,000,000 for a note payable in conjunction with a previously approved settlement statement. It was always anticipated to be paid from working capital but was more recently recommended from the City's finance department and auditors to encumber in FY 25.

This amendment requires final approval from City Council through an amendment to the Ordinance No. 2024-83 which adopted and approved the budget for the fiscal year.

Legal Review:
The CEDC Attorney and Accountant has reviewed the attached Amendment.

Supporting Documents:
1. Budget Amendment - Action Item Presentation
2. Celina EDC FY 25 Budget Amendment 1_01022025

Financial Consideration:
1. An increase of $30,000 for sales tax rebates approved through economic development agreements and shown as a contra revenue account.
2. An increase of $27,500 for data-gathering software.
3. An increase of $10,000 for transfers to the Celina Chamber of Commerce.
4. An increase of $2,000,000 for a note payable in conjunction with a previously approved settlement statement.

Staff Recommendation:
Staff recommends approval.

Action Items

C. Consider and act on an Amendment to the Celina Economic Development Corporation's (CEDC) Budget which was adopted and approved by Council for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each project, and account, by adopting an amended 2024-2025 budget for the CEDC reallocating funds between accounts. (Satarino)

FY 23-24 Closeout

Action Items

- Revenues
  - Sales tax revenue in FY 24 ended at **$2,523,738.31** an increase of $502,488 (24.86%) over the budgeted amount of **$2,021,250.**

- Expenses
  - Office rent was budgeted at **$105,145** but due to an unexecuted ILA with the City, this amount will not be invoiced.
  - The unexpended amount of **$45,717** leftover in the Marketing/Advertising account will be rolled-over to FY 25.

- Net Income
  - The original FY 24 budgeted net income was $329,593. The negative ending net income for FY 24 of -$109,140 is due to the bond sale/land purchase

- Ending Cash Reserves for September 2024
  - **$3,968,203.45**

Action Items

Budget Amendment

1. An increase of **$30,000** for sales tax rebates approved through economic development agreements and shown as contra revenue account.

2. An increase of **$27,500** for data-gathering software.

3. An increase of **$10,000** for transfers to the Celina Chamber of Commerce as proposed in a future economic development agreement (CEDC review in Feb.).

4. An increase of **$2,000,000** for a note payable in conjunction with a previously approved settlement statement.

This amendment requires final approval from City Council

Celina Economic Development Corporation

Proposed Amendments

	2025 Budget	
Income		
REVENUE		
4100 · SALES TAX REVENUE	2,563,450.00	123.47%
4101 CONTRA SALES TAX	(30,000.00)	-1.44%
4400 · INTEREST INCOME	80,000.00	3.85%
4799 · MISCELLANEOUS REVENUE	5,000.00	0.24%
Total Income	**2,618,450.00**	**126.11%**
Expense		
PAYROLL		
6100 · SALARIES	573,849.00	27.64%
6150 · FICA/MED	46,362.75	2.23%
6151 · WC/TWC	2,352.78	0.11%
6154 · GROUP HEALTH INSURANCE	93,103.94	4.48%
6156 · RETIREMENT-TMRS	81,210.57	3.91%
6165 · PERFORMANCE INCENTIVE	25,000.00	1.20%
6168 · CAR ALLOWANCE	4,800.00	0.23%
Total PAYROLL	**826,679.00**	**39.82%**
LEGAL & PROFESSIONAL SERVICES		
6200 · ACCOUNTING SERVICES	12,000.00	0.58%
6230 · LEGAL	30,000.00	1.44%
6231 · AUDIT	6,000.00	0.29%
6232 · EXECUTIVE RECRUITMENT	-	0.00%
Total LEGAL & PROFESSIONAL SERVICES	**48,000.00**	**2.31%**
UTILITIES		
6502 · TELEPHONES	420.00	0.02%
6520 · UTILITIES	5,430.00	0.26%
6550 · OFFICE RENT	76,052.55	3.66%
Total UTILITIES	**81,902.55**	**3.94%**
GENERAL & ADMINISTRATIVE		
6311 · SOFTWARE	35,226.00	1.70%
6601 · EQUIPMENT RENTAL	3,060.00	0.15%
6610 · COMPUTER HARDWARE	8,000.00	0.39%

Proposed Amendments

	2025 Budget	
6620 · OFFICE SUPPLIES	12,000.00	0.58%
6626 · POSTAGE/PRINTING	1,500.00	0.07%
6629 · GENERAL INSURANCE	1,000.00	0.05%
6650 · MEMBERSHIP, DUES & SUBSCRIPTION	15,000.00	0.72%
6662 · TRAINING, SCHOOLS, & SEMINARS	15,000.00	0.72%
6670 · TRAVEL & LODGING	25,000.00	1.20%
6675 · MEALS & ENTERTAINMENT	20,000.00	0.96%
6676 · MARKETING/EVENTS	50,000.00	2.41%
6677 · MARKETING/ADVERTISING	256,345.00	12.35%
6678 · MARKETING DOWNTOWN	45,000.00	2.17%
6680 · INCENTIVES**	270,000.00	13.00%
6685 · SPECIAL PROJECTS	100,000.00	4.82%
6687 · BUSINESS RETENTION	20,000.00	0.96%
Total GENERAL & ADMINISTRATIVE	877,131.00	42.25%
OTHERS USES & TRANSFERS		
6900 · INTEREST PAYMENT	-	0.00%
6901 · PRINCIPAL PAYMENT	-	0.00%
6950 · DEBT SERVICE	594,137.00	28.62%
6995 · TRANSFERS TO CHAMBER	25,000.00	1.20%
7100 · DOWNTOWN TIRZ #1	100,000.00	4.82%
7200 · PURCHASE OF LAND*	2,000,000.00	96.33%
7500 · IN-KIND TRANSFER OUT CITY	30,000.00	1.44%
Total OTHERS USES & TRANSFERS	2,749,137.00	132.41%
Total Expense	4,582,849.55	220.73%
Net Income	(1,964,399.55)	-94.61%
*payment from cash reserves	(2,000,000.00)	
Adjusted Net Income after pull from reserves	35,600.45	

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EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	Ty Behringer, Assistant to the City Manager
CC:	Anthony Satarino, Executive Director of Economic Development
Intiated by:	Economic Development Corporation
Date:	January 7, 2025
Re:	Discussion regarding an approved Economic Development Agreement and Performance Agreement with Home Depot U.S.A., Inc. (Satarino)

Action Requested:
Discussion regarding an approved Economic Development Agreement and Performance Agreement with Home Depot U.S.A., Inc. (Satarino)

Background Information:
On December 19, 2024, the Celina Economic Development Corporation (CEDC) and City of Celina entered into an Chapter 380 Economic Development Agreement and Performance Agreement with Home Depot U.S.A., Inc (Developer). The City and CEDC determined that a grant of funds to the Developer for a 105,000 gross square foot facility located on approximately 11.54-acres generally located on the northwest corner of Preston Road and Ownsby Parkway would serve the purpose of promoting local economic development; authorized under Chapter 380 and Section 501.103 of the Texas Local Government Code.

The Developer covenants and agrees to a construct a minimum of $20,000,000 of qualified improvements on the property by July 3, 2026, with the qualified expenditures for the construction of infrastructure to serve the property equaling a minimum of $1,397,500.

Developer agrees to obtain or cause to be obtained a certificate of occupancy by July 31,2026 and operate the facility by August 31, 2026. The Developer agrees to employ a minimum of 48 full-time equivalent positions by March 31, 2027.

The City agrees to pay the Developer grant payments based on the sales and use tax reported by the Developer to the City. The City grant payments shall be based upon a 37.5% sale tax rebate over a 10 year reporting period not to exceed $838,500.

The CEDC agrees to pay the Developer grant payments based on the sales and use tax reported by the Developer to the City. The City grant payments shall be based upon a 50% sale tax rebate over a 10 year reporting period not to exceed $559,000.

A sales tax rebate offered by an EDO or City is a financial incentive where a portion of the sales tax revenue generated by a business is refunded back to the business to encourage economic growth and attraction of new businesses.

Legal Review:
The City Attorney and CEDC Attorney have reviewed the attached approved agreement.

Supporting Documents:
1. Home Depot - Worksession Presentation
2. 2024-12-19 Ch 380 EDC Development & Performance Agreement- Home Depot - FE

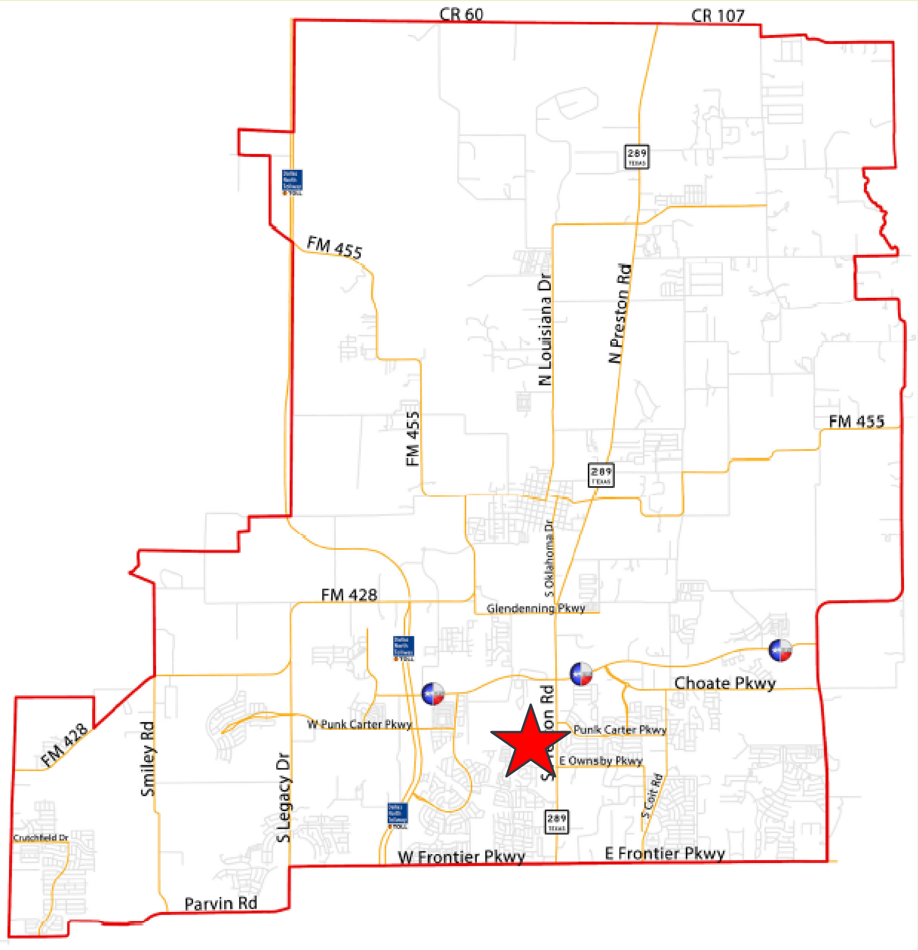
Financial Consideration:
The CEDC will provide grant payments to the Developer based on the sales and use taxes reported by the Developer to the City. These payments will consist of a 50% sales tax rebate over a 10-year period, with a maximum total of $559,000. To receive the maximum reimbursement, the Developer must generate the required sales.

Staff Recommendation:
N/A

Home Depot U.S.A. Inc

Worksession

Home Depot - Location



- Generally located at the NWC of Preston Rd. and Ownsby Pkwy.

Worksession

Home Depot – Intersection of Preston Rd. & Ownsby Pkwy

- Costco is located on the SWC of Preston Rd. and Ownsby Pkwy.
- Lowe's is located on the SEC of Preston Rd. and Ownsby Pkwy.

Worksession

Home Depot – Economic Development Agreement - Deal Points

- Developer is required to construct a 105,000 gross square foot facility located on approximately 11.54-acres generally located on the northwest corner of Preston Road and Ownsby Parkway.

- The Developer covenants and agrees to:

    - Construct a minimum of $20,000,000 of qualified improvements on the property by July 3, 2026.

    - Qualified expenditures for the construction of infrastructure to serve the property equaling a minimum of $1,397,500.

    - obtain or cause to be obtained a certificate of occupancy by July 31, 2026.

    - employ a minimum of 48 full-time equivalent positions by March 31, 2027.

Worksession

Home Depot – Economic Development Agreement - Deal Points

- City Obligation
  - Pay the Developer grant payments based on the on the sales and use tax reported.
  - Payments shall be based upon a 37.5% sale tax rebate over a 10-year reporting period.
  - Sales tax reimbursement is not to exceed $838,500.
- CEDC Obligation
  - Pay the Developer grant payments based on the sales and use tax reported.
  - Payments shall be based upon a 50% sale tax rebate over a 10-year reporting period.
  - Sales tax reimbursement is not to exceed $559,000.

Worksession

Home Depot – Sales Tax Reimbursements

- A sales tax rebate offered by an EDO or City is a financial incentive where a portion of the sales tax revenue generated by a business is refunded back to the business to encourage economic growth and attraction of new businesses.

- The City nor CEDC are making any upfront grant payment.

- To receive the maximum reimbursement, the Developer must generate the required sales.

Worksession

Home Depot – Return on Investment

CITY

TOTAL ROI - $1.3975M Package			
	5 yr	10 yr	20 yr
City Contribution	$ 838,500.00	$ 838,500.00	$ 838,500.00
Developer Revenue	$ 838,500.00	$ 838,500.00	$ 838,500.00
City Revenue	$ 3,903,050.00	$ 6,372,300.00	$ 11,310,800.00
ROI	365%	660%	1249%

CEDC

TOTAL ROI - $1.3975M Package			
	5 yr	10 yr	20 yr
EDC Contribution	$ 559,000	$ 559,000	$ 559,000
Developer Revenue	$ 559,000	$ 559,000	$ 559,000
EDC Revenue	$ 1,076,525	$ 2,311,150	$ 4,780,400
ROI	93%	313%	755%

Questions?

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the ***CITY OF CELINA, TEXAS***, a Texas home-rule municipality (hereinafter referred to as the "City"); the ***CELINA ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation (hereinafter referred to as the "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, certain capitalized terms used herein are defined in Section 3, below; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the Celina Economic Development Corporation is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government 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 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC 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 City and CEDC for financial assistance necessary to construct a home improvement retail facility containing at least 105,000 gross square feet to be generally located on approximately 11.54-acres generally located on the northwest corner of Preston Road and Ownsby Parkway, City of Celina, Collin County, Texas; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 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 City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City 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 City, CEDC, 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.

(a) This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until the sooner of the following: (1) the aggregate total payments to Developer pursuant to Section 5(a) and 6(a) of this Agreement equals One Million Three Hundred Ninety Seven Thousand Five Hundred and No/Dollars ($1,397,500)**;** or (2) December 31, 2035, unless terminated sooner under the provisions hereof. Any payment due to Developer for the year 2035 shall survive the Term of this Agreement.

(b) Notwithstanding anything to the contrary set forth in this Agreement, if either (i) Developer has not closed on the acquisition of the Property by the Acquisition Deadline, or (ii) a building permit for the Facility is not obtained by the Developer before July 1, 2025, this agreement shall automatically terminate, be void *ab initio*, and be of no further force or effect as of such date and the parties shall have no further rights or obligations hereunder.

SECTION 3. DEFINITIONS.

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

(a) **Acquisition Deadline.** The words "Acquisition Deadline" shall mean **January 31, 2025**.

(b) **Act.** The word "Act" means Chapters 501 to 504 of the Texas Local Government Code, as amended.

(c) **Agreement**. The word "Agreement" means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(d) **Annual Compliance Verification**. The words "Annual Compliance Verification" mean a written 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 using the form attached hereto as ***Exhibit D***.

(e) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(f) **CEDC Program Grant Payment**. The words "CEDC Program Grant Payment" are defined in Section 6(a)(1).

(g) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(h) **City Program Grant Payment**. The words "City Program Grant Payment" are defined in Section 5(a)(1).

(i) **City Regulation**. The words "City Regulation" means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Facility.

(j) **Claim.** The word "Claim" is defined in Section 10(b).

(k) **Developer.** The word "Developer" means Home Depot U.S.A., Inc., a Delaware corporation, and any of its related entities that may operate at the Property, its successors and assigns, whose address for the purposes of this Agreement is 2455 Paces Ferry Road, Atlanta, Georgia 30339.

(l) **Effective Date.** The words "Effective Date" mean **December 16, 2024**.

(m) **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."

(n) **Facility.** The word "Facility" means the Home Depot branded home improvement retail facility to be constructed on the Property containing at least 105,000 gross square feet, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(o) **Full-Time Equivalent Employment Position.** 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.

(p) **Notice.** The word "notice" is defined in Section 11(g).

(q) **Property.** The word "Property" means the approximately 11.54-acres of land situated at the northwest corner of Preston Road and Ownsby Parkway, City of Celina, Collin County, Texas, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(r) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction of the Facility to be located on the Property as well as those expenditures required or suitable for infrastructure necessary to promote or develop, and which meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(s) **Sales and Use Tax.** The words "Sales and Use Tax" or "Sales and Use Taxes" mean the City's municipal sales and use tax, at the current rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended, or a lower rate if the rate is reduced in the future.

(t) **Sales Tax Report.** The words "Sales Tax Report" mean Sales Tax Report as defined in Section 4(e).

(u) **Reserved.**

(v) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas

Comptroller of Public Accounts, or any successor agency.

(w) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(x) **Type A Sales and Use Tax Revenue.** The words "Type A Sales and Use Tax Revenue" mean the economic development sales and use tax revenue, at the current rate of one-half of one percent (0.50%), generated for use by the CEDC, or a lower rate if the rate is reduced in the future.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

(a) **Facility and Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC contracts, invoices, receipts, all bills paid affidavits, and other documentation in a form acceptable to the City and CEDC related to the construction of the Facility and includes Qualified Expenditures in a minimum amount of **Twenty Million and No/100 Dollars ($20,000,000.00)** by **July 31, 2026**, with the Qualified Expenditures for the construction of infrastructure to serve the Property equaling a minimum amount of **One Million Three Hundred Ninety Seven Thousand Five Hundred and No/Dollars ($1,397,500)**. If such invoices, receipts, or other documentation are incomplete or insufficient for City and/or CEDC to verify the Facility and Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Facility and Qualified Expenditures.

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **July 31, 2026,** a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property.

(c) **Development**. The Facility shall be constructed and operated in accordance with the plans provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted City Regulations, including but not limited to the building codes of the City, and that building permit applications will be reviewed under such codes. The Property shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged pursuant to City Regulations to other developments located within the corporate limits of the City. The Developer shall construct the Facility consistent with and comparable to the attached renderings and also shall abide by the City's architectural standards, especially in regard to building materials, color regulations, the fueling canopy, and signage, subject to review and approval by City staff at time of permitting. Throughout the Term of this Agreement, the Developer shall ensure that the façade of the Facility adheres to the architectural elevations depicted in ***Exhibit A***, subject to any modifications permitted under the applicable City Regulations or otherwise approved by the City. Notwithstanding any termination or expiration of this Agreement, Developer hereby covenants and agrees that it shall continue to maintain and adhere to the applicable City Regulations. Any alterations or modifications to the façade, whether during the Term of this Agreement or thereafter, shall only be undertaken with the prior written consent of the City, to the extent the consent of the City is required under the applicable City Regulations. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate Facility.** Developer agrees to commence operations as a retail store open to the public by **August 31, 2026**, subject to the receipt of a certificate of occupancy from the City, and to maintain and operate the Facility located on the Property as a retail store during normal operating hours during the Term of this Agreement, subject to temporary cessations of operations due to casualty or an event of *force majeure*. Notwithstanding anything to the contrary in this Section 4(d), Developer may commence operations as a retail store open to the public later than August 31, 2026 (a "Delayed Opening") provided that such Delayed Opening is caused by a *force majeure* event.

(e) **Reporting of Sales and Use Tax and Type A Sales and Use Tax Revenue**. Developer covenants and agrees to provide to the City and CEDC, on an annual basis, a copy of the sales and use tax reports that were submitted to the State Comptroller relating to the remission of all local sales and use taxes collected by the Facility as a result of the operation of the Facility and the total annual sales occurring at the Property ("Sales Tax Report"). The sales and use taxes to be included within said Sales Tax Report include the Sales and Use Tax and the Type A Sales and Use Tax Revenue remitted by the State Comptroller to the City. Additionally, Developer covenants and agrees to obtain any third party's consent for the State Comptroller's office to release the annual reported figures along with any State audit adjustments to the City and CEDC. A form of "Waiver of Sales Tax Confidentiality" is attached as ***Exhibit C***. The City and CEDC hereby agree to keep this information "Confidential" consistent with Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by the end of the first calendar year after the Facility commences operations, and annually thereafter.

(f) **Job Creation and Retention.** Developer covenants and agrees by **March 31, 2027**, and during the Term of this Agreement, to employ and maintain a minimum of **Forty-Eight (48)** Full-Time Equivalent Employment Positions working at the Property. The Developer covenants and agrees beginning on **August 1, 2027,** and annually during the Term of this Agreement, Developer shall submit to the City and CEDC an Annual Compliance Verification 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.

(g) **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, City, and CEDC.

(h) **Prohibited Uses**: Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services (although Developer may allow for its customary check cashing and money transfers as services provided within its store), sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades), lewd merchandise sales, pawn shops, and outdoor storage/display within the parking lot provided the Property is otherwise in conformance with the City's zoning ordinances.

(i) **Opening Ceremony**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial opening (e.g., ribbon-cutting) of the Facility, if any, and to allow City and CEDC to market such ceremony.

(j) **Celina Chamber of Commerce**. Developer shall be a member of the Celina Chamber of Commerce during the Term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

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

(a) **Program Grant Payments.**

(1) Sales and Use Tax. The City covenants and agrees to pay Developer program grant payments as provided in the table below based upon the Sales and Use Tax reported in the Sales Tax Report provided by Developer to the City pursuant to Section 4(e) of this Agreement (hereinafter the "City Program Grant Payment"). Such City Program Grant Payments shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and the funds are actually received by the City from the State Comptroller's office less the State Comptroller's administrative fee. The City Program Grant Payments shall be based upon the following percentages:

Calendar Year	Percentage of Sales and Use Tax

	Revenue Reimbursed
2026	**37.5%**
2027	**37.5%**
2028	**37.5%**
2029	**37.5%**
2030	**37.5%**
2031	**37.5%**
2032	**37.5%**
2033	**37.5%**
2034	**37.5%**
2035	**37.5%**

The City covenants and agrees to make the annual City Program Grant Payment, subject to any adjustments provided herein, to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for the applicable year; and (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the City to make any City Program Grant Payment from revenue sources other than from the Sales and Use Tax revenue. The aggregate total of City Program Grant Payments provided to Developer by the City pursuant to this Agreement shall not exceed **Eight Hundred Thirty-Eight Thousand Five Hundred Dollars ($838,500).** In addition, in no event shall the City Program Grant Payments provided to Developer by City exceed the invoices, receipts, or other documentation provided by Developer to City pursuant to Section 4(a) of this Agreement.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

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

(a) **Program Grant Payments.**

(1) Type A Sales and Use Tax Revenue. The CEDC covenants and agrees to pay Developer program grant payments as provided in the table below based upon the Type A Sales and Use Tax Revenue reported in the Sales Tax Report provided by Developer to the CEDC pursuant to Section 4(e) of this Agreement (hereinafter the "CEDC Program Grant Payment"). Such CEDC Program Grant Payment shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and the funds are actually received by the CEDC from the State Comptroller's office less the State Comptroller's administrative fee. The CEDC Program Grant Payments shall be based upon the following percentages:

Calendar Year	Percentage of Type A Sales and Use Tax Revenue Reimbursed
2026	50%
2027	50%
2028	50%
2029	50%
2030	50%
2031	50%
2032	50%
2033	50%
2034	50%
2035	50%

The CEDC covenants and agrees to make the annual CEDC Program Grant Payment, subject to any adjustments provided herein, to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for the applicable year; and (2) the Type A Sales and Use Tax Revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the CEDC to make any CEDC Program Grant Payment from revenue sources other than from the Type A Sales and Use Tax Revenue. The aggregate total of CEDC Program Grant Payments provided to Developer by CEDC pursuant to this Agreement shall not exceed **Five Hundred Fifty-Nine Thousand and No/Dollars ($559,000).** In addition, in no event shall the CEDC Program Grant Payments provided to Developer by CEDC exceed the invoices, receipts, or other documentation provided by Developer to CEDC pursuant to Section 4(a) of this Agreement.

(b) **Performance**. CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES AND AUDITS.

(a) **Cessation of Advances.** If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or CEDC shall have no obligation to advance or disburse the 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 on the part of the Developer occurs and such Event of Default is not cured within the time period specified in Section 9.

(b) **Amended Returns and Audits.** In the event (i) additional Sales and Use Tax or Tax A Sales and Use Tax Revenue is due and owing, as a result of an audit conducted by the State of Texas that increases the Sales and Use Tax for a previous period covered within the Term of this Agreement, the Program Grant Payment for the period immediately following such State approved amendment shall be adjusted accordingly, provided the City must have received the Sales and Use Tax and the CEDC must have received the Type A Sales and Use Tax Revenue attributed to such adjustment. As a condition precedent to payment of such adjustment, Developer shall provide City with a copy of such amended Sales Tax Report, tax return or audit adjustment, and the approval thereof by the State of Texas.

(c) **Refunds.** In the event (i) the Developer files an amended Sales Tax Report, or (ii) the State of Texas determines that the City and/or CEDC erroneously received Sales and Use Tax and/or Type A Sales and Use Tax Revenue, or that the amount of use tax paid to the City and/or CEDC exceeds the correct amount of Sales and Use Tax and/or Type A Sales and Use Tax Revenue for a previous Program Grant Payment paid to the Developer, then the Developer shall, within thirty (30) days after receipt of notification thereof from the City or CEDC specifying the amount by which such Program Grant Payment exceeded the amount to which the Developer was entitled pursuant to such State of Texas determination, together with reasonable documentation thereof, pay such amount to the City and/or CEDC, respectively. Alternatively, the City and/or CEDC may each, at their option, adjust future Program Grant Payments immediately following such State of Texas determination to deduct therefrom the amount of the overpayment.

SECTION 8. EVENTS OF DEFAULT.

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

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, and such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting party to the defaulting party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion, is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC 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 and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as reasonably determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the Event of Default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any Event of Default, and the defaulting party shall have thirty (30) days to cure said Event of Default. Should said Event of 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 of an Event of Default on the part of the Developer and the Developer is unable or unwilling to cure said Event of Default within the prescribed time period, no further amounts will be due from the City or CEDC to Developer. Notwithstanding anything in this Agreement to the contrary, (a) neither party shall be liable to the other party for consequential damages and (b) in no event shall the City or CEDC have the right of specific performance or other mandatory injunctive relief to compel Developer to operate the Facility.

SECTION 10. INDEMNIFICATION.

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND THEIR OFFICERS, OFFICIALS, REPRESENTATIVES, 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 DEVELOPER'S PERFORMANCE UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM DEVELOPER TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.**

(b) **THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND CEDC, AND THEIR RESPECTIVE OFFICERS, OFFICIALS, REPRESENTATIVES, CONSULTANTS, AGENTS AND EMPLOYEES**

(COLLECTIVELY FOR THE PURPOSE OF THIS PARAGRAPH, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED SALES AND USE TAX RECEIPTS AND/OR TYPE A SALES AND USE TAX REVENUES ATTRIBUTED TO THE SALE AND/OR USE OF TAXABLE ITEMS BY DEVELOPER CONSUMMATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT OR DURING ANY TAX REPORTING PERIOD (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY GRANT PAYMENTS MADE TO THE DEVELOPER HEREIN BY THE CITY THAT INCLUDES SALES AND USE TAX RECEIPTS AND/OR TYPE A SALES AND USE TAX REVENUES THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY, AS PROVIDED IN SECTION 7(C). THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM DEVELOPER TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.

(c) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith, unless caused by the gross negligence or intentional actions of the City or CEDC. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement 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 hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the parties upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by hand, (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (ii) on the fourth day after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:	City of Celina, Texas 142 N. Ohio Street Celina Texas 75009 Attn: City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009

Attn: Executive Director
Telephone: (972) 382-3455

If to Developer: Home Depot U.S.A., Inc.
2455 Paces Ferry Rd.
Atlanta, GA 30339-4024
Attn: Tax

with a copy to: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attn: Real Estate Legal

(h) **Revenue Sharing Agreement**. The parties designate this Agreement as a revenue sharing agreement, thereby entitling the City and CEDC to request Sales and Use Tax information and Type A Sales and Use Tax Revenue information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **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 six percent (6%), not later than the 120th day after the date the City and/or CEDC notifies Developer of the violation.

(l) **Non-Boycott of Israel Provision.** The Developer hereby verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as applicable.

(m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274.002, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, the Developer hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with such Chapter, as applicable.

(p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2276.002, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, the Developer hereby verifies that it does not boycott energy companies and will not boycott energy companies during the Term of this Agreement. The foregoing verification is made solely to comply with such Chapter, as applicable.

(q) **Limitation on Grants**. Under no circumstances shall the obligations of City or CEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City and the CEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the obligations of City or CEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

____
Ryan Tubbs, Mayor
Date Signed: 12/19/2024

ATTEST:

____
Jeovanna Rubio, Assistant City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: ______________________________
Clint Bissett, President
Date Signed: 12-19-2024

DEVELOPER:

HOME DEPOT U.SA., INC.

By: ______________________________
Name: Jessica Borgert
Title: Assistant General Counsel

Date Signed: 12-20-24

Exhibit A

[Depiction of the Facility]

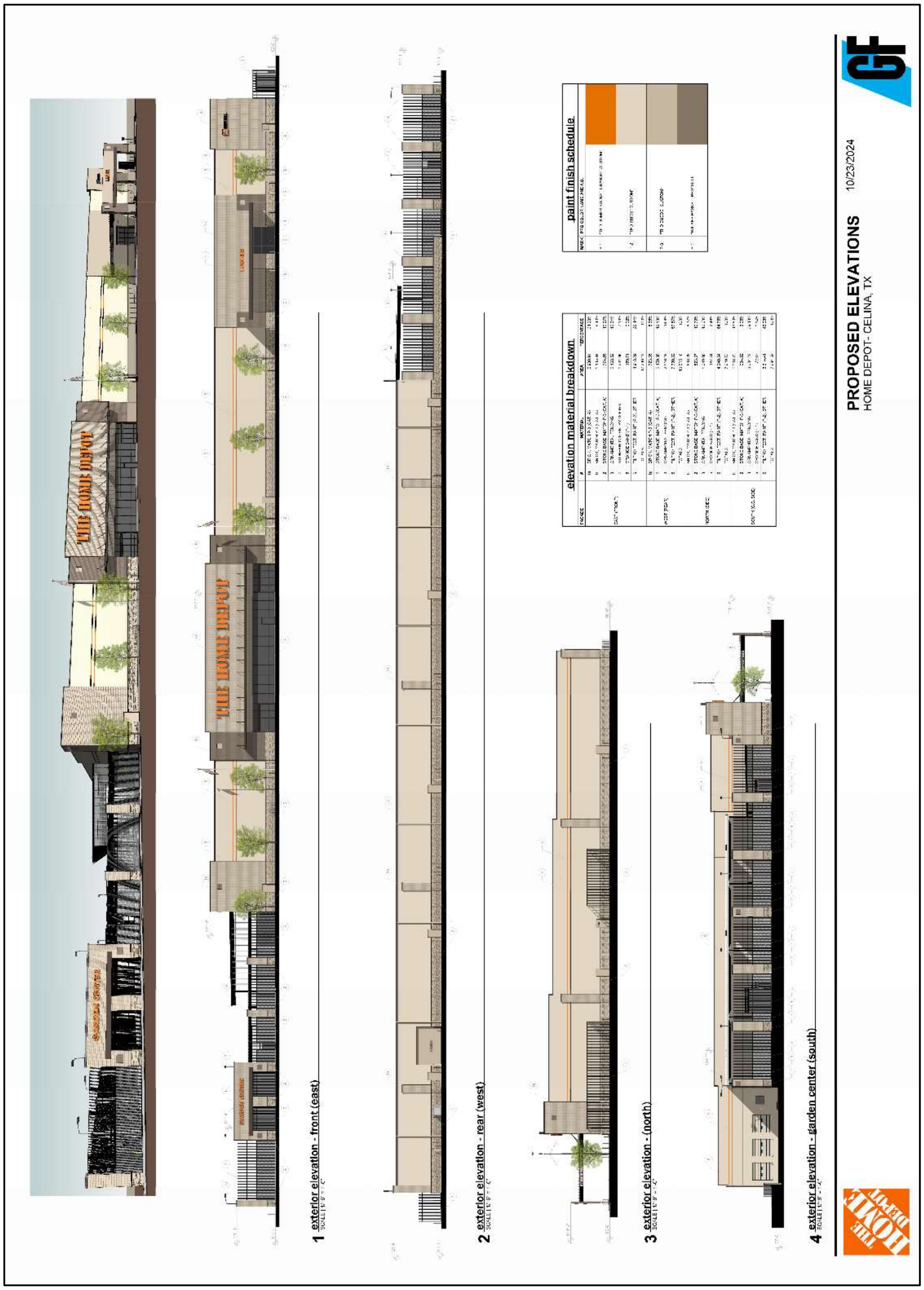


Exhibit B

[Property Description]
See following 4 pages

Being a 12.1080 acre tract of land situated within the Collin County School Land Survey No. 14, Abstract No. 167, City of Celina, Collin County, Texas, being a portion of Lots 15 and 17 as shown on the plat titled “Subdivision of Collin County School Land Survey No. 14” recorded in Volume 3, Page 118 of the Deed Records of Collin County, Texas and being a portion of Tracts 1 and 2 as described in the deed to OWNSBY 1880 FARMS, LTD recorded in Volume 4332, Page 1047 of said Deed Records and being more particularly described by metes and bounds as follows (based on the ALTA/NSPS Land Title Survey by Robert A. Hansen, RPLS No. 6439 dated 2024-08-16. The basis of bearings being Grid North, Texas Coordinate System of 1983, North Central Zone. Monuments will be set after substantial completion of construction):

BEGINNING at an “X” cut set at the northwest corner of a called 2.168 acre tract of land dedicated for the right of way of Ownsby Parkway as described in the Special Warranty Deed to the City of Celina recorded under Instrument No. 20180125000102470 of the Official Public Records of Collin County, Texas, being the southeast corner of Lot 1X of the plat titled “Homestead at Ownsby Farms, Phase 2 recorded under Instrument No. 20200929010003740 of said Official Public Records, from which a 5/8-inch capped iron rod stamped “KHA” found on the south right of way line of said Ownsby Parkway at the northwest corner of Lot 1, Block A of the plat titled “The Village at Ownsby Farms Retail recorded under Instrument No. 2022010000514 of said Official Public Records bears SOUTH 00 degrees 32 minutes 58 seconds EAST, 90.00 feet;

THENCE NORTH 00 degrees 32 minutes 58 seconds WEST, 18.72 feet with the east line of said Lot 1X to a 5/8-inch capped iron rod stamped "KMCE RPLS 6439" set at its northeast corner, being on the south line of a called 32.8000 acre tract of land as described in the deed to DD Ownsby Farms, LLC recorded under Instrument No. 20210415000756670 of said Official Public Records;

THENCE SOUTH 89 degrees 59 minutes 53 seconds EAST, 18.51 feet with the south line of said called 32.8000 acre tract of land to a 5/8-inch capped iron rod stamped "KMCE RPLS 6439" set at its southeast corner;

THENCE NORTH 00 degrees 36 minutes 01 second WEST, with the east line of said called 32.8000 acre tract of land, passing at 924.74 feet its northeast corner, continuing with the northerly prolongation of said east line a total distance of 1,045.34 feet to a 5/8-inch capped iron rod stamped "KMCE RPLS 6439" set;

THENCE SOUTH 89 degrees 59 minutes 53 seconds EAST, 1,027.81 feet through the interior of said Tract 1 and parallel with the north right of way line of said Ownsby Parkway to a 5/8-inch capped iron rod stamped "KMCE RPLS 6439" set on the west right of way line of South Preston Road (S.H. 289), a variable width right of way, no recording document found, as evidenced by Volume 633, Page 531 of said Deed Records and TxDOT right of way map RW-8018-1-4, from which a 5/8-inch capped iron rod stamped “HUITT ZOLLERS” found at the northeast corner of said Tract 1 bears NORTH 00 degrees 23 minutes 16 seconds WEST, 1,610.06 feet;

THENCE SOUTH 00 degrees 23 minutes 16 seconds EAST, 44.00 feet with the west right of way line of said South Preston Road;

THENCE the following five (5) calls through the interior of said Tracts 1 and 2:

1. SOUTH 89 degrees 23 minutes 59 seconds WEST, 316.01 feet;
2. SOUTH 00 degrees 36 minutes 01 second EAST, 644.87 feet;
3. SOUTH 89 degrees 23 minutes 59 seconds WEST, 648.23 feet to the beginning of a non-tangent curve to the left;
4. southerly, coincident with said non-tangent curve, concave to the southeast, having a radius of 33.00 feet and a chord bearing and distance of SOUTH 28 degrees 38 minutes 28 seconds WEST, 32.24 feet, an arc length of 33.68 feet;
5. SOUTH 00 degrees 32 minutes 52 seconds EAST, 336.75 feet to the north right of way line of said Ownsby Parkway;

THENCE NORTH 89 degrees 59 minutes 53 seconds WEST, 65.82 feet to the **POINT OF BEGINNING**, containing 12.1080 acres.

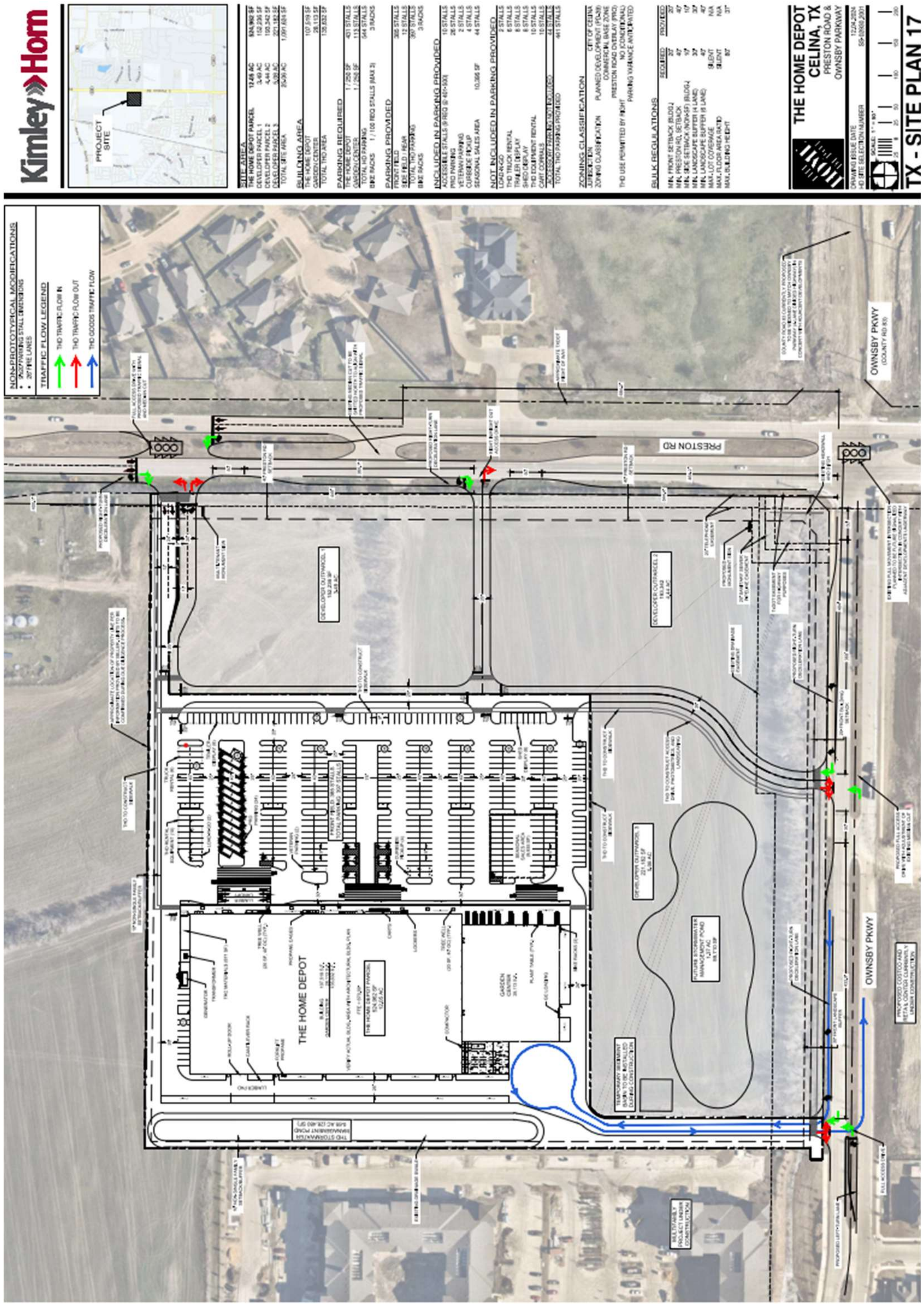

Kimley-Horn
THE HOME DEPOT
CELINA, TX
PRESTON ROAD &
OWNSBY PARKWAY
TX - SITE PLAN 17
PRESTON RD
OWNSBY PKWY
THE HOME DEPOT

Exhibit C

Waiver of Sales Tax Confidentiality

Date: ________________

I authorized the Comptroller of Public Accounts to release sales tax information pertaining to the tax payer indicated below to the City of Celina, Texas. I understand that this waiver applies only to our retail store located at ______________________, Celina, Texas _______.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

____
Name of Taxpayer Listed on Texas Sales Tax Permit

____
Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

____
Taxpayer Mailing Address

____
Physical Location of Business Permitted for Sales Tax in Celina, Texas

_____________________________ Texas Taxpayer ID Number	___________________________________ Tax Outlet Number (As Shown on Texas Sales Tax Permit)

____
Authorized Signature **

____
Print Name of Authorized Signature

____
Position of Authorized Signature

____
Phone Number of Authorized Signature

** The Authorized Signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at (800) 531-5441.

EXHIBIT D
COMPLIANCE VERIFICATION FORM

See following 2 pages

Annual Certification Report

Reporting Period: April 1 to March 31, 20__(the "Year")

The Annual Certification Report for the Chapter 380 Economic Development and Performance Agreement (the "Agreement") between the City of Celina, TX, the Celina Economic Development Corporation and Lowe's Homes Center LLC ("Company") is due on April 30, 20___.

I. Project Information

Company's legal name:

"Facility" address subject to incentive: ____________________________, Celina, Texas

Primary contact: ____________________________, Title: _______________________

Phone number: ________________________, E-mail address: _______________________

II. Reporting Information

Employment and Wage Information:

Has the Company employed undocumented workers? ☐ Yes ☐ No

Total number of Full-Time Equivalent Employees located at the Facility during the Year? __________

Total Annual Payroll for the Full-Time Equivalent Employees located at the Facility during the Year? _______________

Total average wage for all Full-Time Equivalent Employees: __________________________

Attachments to include: Quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Report.

Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. Additional Information (Voluntary)

Employment:

Number of new Full-Time Equivalent Employees added in past year: __________

Total number of employers located at the Facility: __________

Total annual payroll for all employees at the Facility exclusive of benefits: __________

Total annual payroll for all employees at the Facility inclusive of benefits __________

Are you interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and Company remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the City of Celina and the Celina Economic Development Corporation in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of Company.

________________________________	________________________________
Name of Certifying Officer	Certifying Officer's Title
________________________________	________________________________
Phone Number	E-Mail Address
________________________________	________________________________
Signature of Certifying Officer	Date

STATE OF ___________________ X
COUNTY OF _________________ X

This information was acknowledged before me on this ______ day of _______________, ______ by ________________, ________ for Lowe's Homes Center LLC, a North Carolina limited liability company, on behalf of said limited liability company.

____
Notary Public, State of ___________

____
Notary's typed or printed name

____
My commission expires

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	Ty Behringer, Business Development Associate
CC:	Anthony Satarino, Executive Director of Economic Development
Intiated by:	Economic Development Corporation
Date:	January 7, 2025
Re:	Discussion regarding the CEDC's Incentive Application Process. (Satarino)

Action Requested:
Discussion regarding the CEDC's Incentive Application Process. (Satarino)

Background Information:
In October, staff presented a local business support initiative to better serve the needs of Celina's small business community. A key finding from this initiative is that many local businesses are not familiar with the steps required to apply for economic incentives nor are they aware of the time required for processing an application. Specifically, they have expressed confusion regarding; timing for submitting an application, types of incentives that are available, and the steps involved in the evaluation and approval process. This confusion has led to inefficiencies in the application process.

Staff recommends creating a process map that outlines the economic incentive application process from start to finish. This tool will provide businesses with a clear understanding of:

- Submission Requirements: What businesses need to provide and when.
- Timeline: Key milestones in the application review, consideration, and approval process.

By establishing this process map, we aim to simplify and clarify the steps involved, enabling all businesses to navigate the process.

Creating a process map will provide the following benefits:

- Improved Clarity: Businesses will understand what is required and when, setting expectations.
- Enhanced Efficiency: A standardized process will streamline application review and decision-making.
- Increased Accessibility: Small businesses will be better equipped to utilize the incentives available, supporting their growth and success.
- Stronger Local Economy: Supporting small businesses aligns with Celina's broader goals of fostering a thriving local economy.

A DRAFT process map has been attached for review.

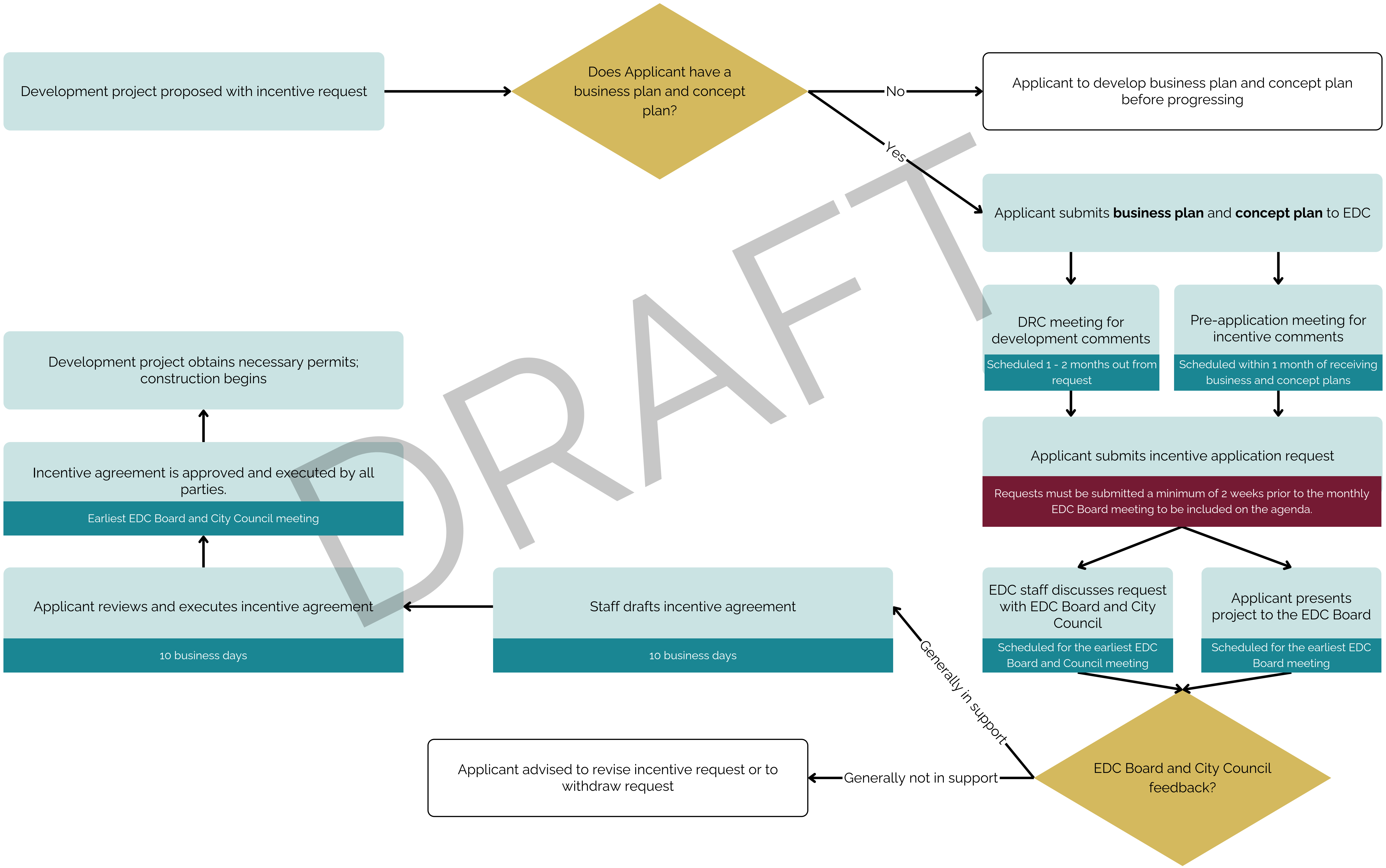
Legal Review:
A legal review is not required for this item.

Supporting Documents:
1. Incentive Application Flow Chart 1.2 - Attached to packet revised
2. Incentive Application Process Mapping - Worksession Presentation

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff requests feedback and direction.

Incentive Application Process



Incentive Application Process Mapping

Worksession

Background

- Over the past several months, staff has identified challenges faced by businesses navigating the economic incentive application process.

- Challenges include:
  - uncertainty about submission timelines
  - available incentive types
  - overall ambiguity of the process.

Worksession

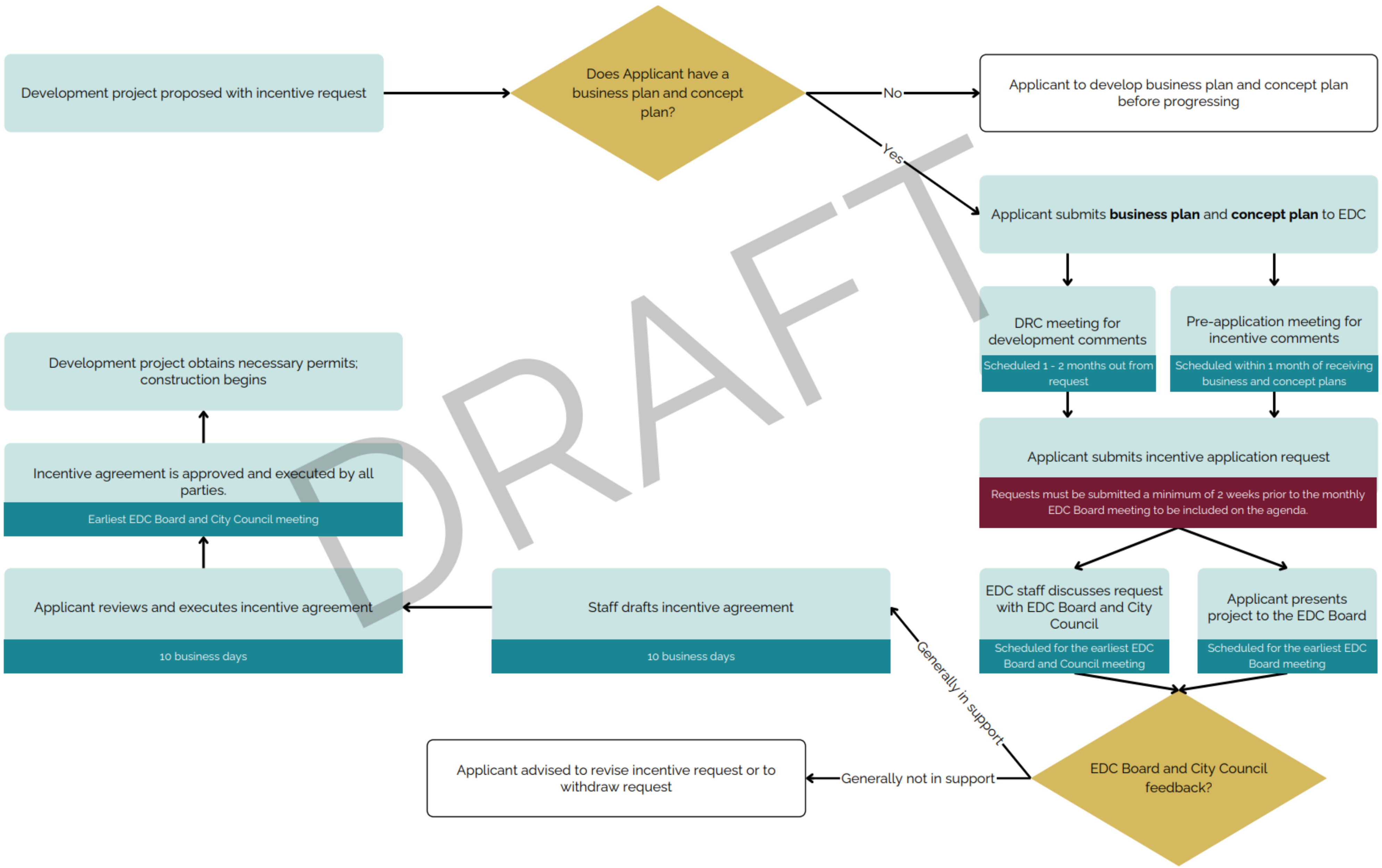
Process Mapping

- Goal: Simplify and clarify the steps involved to empower all businesses to confidently navigate the process.
- Outlines the economic incentive application process from start to finish.

Benefits:

- Improved Clarity: Businesses will understand what is required and when, setting expectations.
- Enhanced Efficiency: A standardized process will streamline application review and decision-making.
- Increased Accessibility: Small businesses will be better equipped to utilize the incentives available, supporting their growth and success.
- Stronger Local Economy: Supporting small businesses aligns with Celina’s broader goals of fostering a thriving local economy.

Incentive Application Process



Questions?

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	Ty Behringer, Assistant to the City Manager
CC:	Anthony Satarino, Executive Director of Economic Development
Intiated by:	Economic Development Corporation
Date:	January 7, 2025
Re:	Discussion regarding updates to CEDC's Strategic Plan. (Satarino)

Action Requested:
Discussion regarding updates to CEDC's Strategic Plan. (Satarino)

Background Information:
Over the past two meetings, the Board has been reviewing updates to the 2021 Action Plan and recommending changes including Strategic Focus Areas, Target Business Industries, and Economic Development Delivery Systems. These proposed changes will be reviewed ahead of the Joint City Council & CEDC Board meeting on January 13th. During the January 7th meeting, the Board will have a final opportunity to review and discuss the proposed changes prior to sending to Council for review ahead of the meeting. In addition, the Board will have an opportunity to review recommended vision and mission statement updates.

Legal Review:
N/A

Supporting Documents:
1. Strategic Plan Update - Open Session Presentation

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:

Staff requests feedback on proposed Action Plan updates including updated vision and mission statements to be reviewed during the meeting.

Celina EDC

STRATEGIC PLAN

Anthony Satarino
January 7, 2025

Where We Are Now

2021 Strategy Overview

2021 Strategy

Enhance Administration

Business Retention & Expansion

Increase Staff/Board Training

Community Enhancements

Financial Management

Provide Infrastructure

Enhance Marketing/Promotion Efforts

Enhance Partnerships

Update Plans and Policies

Emerging Market

Visioning

- Planning for the growth
- Studying market trends
- Community surveying

Development Support/Liaison

- Supported community growth to achieve 50k
- “Gigabit City”
- Master planning studies (downtown/retail/comp)

Initial Branding Strategy

- Created EDC branding position
- Support Downtown initiatives (destination/branding)
- Trade show representation

Where We Are Headed

Arrival/Regional Competivness

Where we are headed

Arrival/Regional Competitiveness

- Understand Celina’s place in the regional economy and beyond!
- Target Business Sectors
- Boost brand recognition via targeted marketing, strategic partnerships, and innovative branding initiatives
- Focus on destination development to attract investment/spending from outside Celina
- Quality of Life

Aligning CEDC Goals with Strategic Plan

Be the Life Connected City

Economic development isn't just about commerce—it's about creating a thriving, interconnected community.

Be the Unique City

The path to prosperity is unique, and tailored approaches are essential for sustainable growth.

Be the City of the Future Connected to the Past

Embracing cultural heritage can enhance economic vitality and create vibrant districts.

Be the City of Sustainable Economic Growth

Creating a financially sustainable city involves collaboration across sectors, innovation, and a long-term vision.

Be the City of Small Business

Small Businesses sustain competitiveness and contribute to community well-being.

Be the City that Shares Our Story

In the competitive landscape, authentic community storytelling is a powerful tool.

SWOT Analysis

Strengths

- Fastest growing city in the nation
- 50k population
- Transportation corridor – DNT, Outer Loop, Preston
- Commercial development major anchors
- Places to go
- Retail
- Quality of life
- School district
- Healthcare presence
- City resources – infrastructure, sustainable growth, emergency services

Weaknesses

Politics

Water

Inadequate tax base

Legacy landowners with large tracts

EDC does not own land

Level up staff perspective to scale

Opportunities

- Educate pathway to growth
- Strengthen onboarding EDC Board
- Strengthen Chamber/City/EDC partnership
- Increase guidance for new business / resources
- Broad EDC Board perspective / background
- Intentional parking & pedestrian development (hospitality)
- Proximity to metroplex / regional focus
- Build brand awareness
- Level up staff perspective to scale

Threats

- Water
- Precarious position – budget, lag in sales tax collection, balance continue to grow and support growth
- No vision statement
- Access to amenities
- Infrastructure
- Location
- Shovel-ready office space / spec office
- Grocery stores
- Sales tax leakage

Target Business Sectors

Target Business Sectors

- Corporate Services
- Entertainment/Destination
- Limited/Light Industrial Users
- Retail
- Specialized Technologies

Strategic Focus Areas

Strategic Focus Areas

- Business Attraction, Retention & Expansion (BARE)
- Destination Development
- Marketing & Communications
- Entrepreneurs and Innovation
- Education & Workforce Development
- Community Economic Development (CED)

Strategy Example

FOCUS: Business Attraction, Retention & Expansion

Goal

Create a robust business retention and expansion (BRE) program

Objective

Establish an annual business survey

Key Result

By May 2025 reintroduce /rebrand CEDC's business survey, achieving a minimum response rate of 40%

FOCUS: Business Attraction, Retention & Expansion

City Council/Board

Goal

Create a robust business retention and expansion (BRE) program

Objective

Establish an annual business survey

Staff

Key Result

By May 2025 reintroduce /rebrand CEDC's business survey, achieving a minimum response rate of 40%

Economic Development Delivery System

Economic Development Delivery Systems

Data Driven Decision Making	Organization	Program Development	Funding Strategies

Celina EDC

STRATEGIC PLAN FOCUS AREAS & GOALS

PATH TO INTEGRATION

September 2024

- Preliminary staff review of the 2021 Action Plan.

October 2024

- CEDC Staff identified needed revisions to align with the City's Strategic Plan and to address changing economic factors.

November 2024

- CEDC staff presented an overview of recommended improvements to the current Action Plan.
- CEDC staff presented potential joint meeting dates to the City Council. Monday, January 13, 2025, was selected.

December 2024

- Utilizing feedback from the Board, CEDC staff developed goals related to the key focus areas. The Board will have the opportunity to remove, add or modify goals as they see fit.

January 2025

- It is planned to present the Proposed CEDC Strategic Plan to the Board at the January 7th CEDC Board meeting for final discussion and changes prior to the Joint City Council and CEDC Meeting on January 13th.

BUSINESS ATTRACTION, RETENTION,& EXPANSION (BARE)

A strong retention and expansion program enhance the private sector investment and job growth. Celina EDC must also support infrastructure that attracts the targeted businesses sectors, which include an array of incentives.

PROPOSED GOALS

01

Leverage Celina's regional position to respond to incoming growth that prioritizes the communities assets and its unique culture.

02

Deliver robust economic support to foster stability, growth, and resilience within the community.

03

Proactively monitor and adapt to emerging markets and industry trends.

DESTINATION DEVELOPMENT

Defining the strategic enhancement of a specific location to attract visitors, investment and new residents that drive economic growth. This is accomplished by creating a compelling brand identity that highlights the unique characteristics and strengths of the destination, such as Celina's cultural heritage.

PROPOSED GOALS

01

Advocate for Celina as a hub for arts, culture, and creativity.

02

Market Celina not only as a business hub but also a desirable place to live, work, and visit.

03

Enhance the City's appeal as a destination by fostering amenities and partnerships that support increased visitor engagement, extended stays, and economic growth.

MARKETING & COMMUNICATIONS

To elevate Celina's public profile as a dynamic business hub, a comprehensive strategy focusing on targeted marketing and effective communication is essential. The goals in this strategy are to enhance Celina's visibility and appeal.

PROPOSED GOALS

01

Establish a compelling destination brand that highlights Celina's unique offerings, history, culture and community values.

02

Strengthen online presence to reach a wider, more diverse audience.

03

Enhance community awareness and engagement.

04

Effectively communicate and report the economic impact of CEDC programs and activities.

ENTREPRENEURS & INNOVATION

Celina's commitment to fostering creativity, innovation, and culture is vital for its growth. By embracing an entrepreneurial ecosystem, the city can attract and support startups, which in turn stimulates economic development. This environment not only nurtures new ideas and businesses but also enhances community engagement and job creation.

PROPOSED GOALS

01

Foster an organizational culture that champions local business entrepreneurship.

02

Identify strategic growth areas that will develop Celina's entrepreneurial ecosystem.

EDUCATION & WORKFORCE DEVELOPMENT

Education and workforce development play an important role in economic development by ensuring that individuals have the skills and knowledge needed to meet the demands of Celina's growing job market.

PROPOSED GOALS

01

Align education with market needs.

02

Expanding access to education and trainings.

03

Understand the need for attainable housing.

COMMUNITY ECONOMIC DEVELOPMENT

Community economic development (CED) focuses on improving the economic well-being of a community by enhancing its capacity to manage and create sustainable economic opportunities.

PROPOSED GOALS

01

Encourage businesses to actively contribute to the community through meaningful and impactful engagement initiatives.

02

Enhance and protect Downtown Celina's unique character and culture.

03

Achieve the right development in the right location (quality of life, quality of place).

ECONOMIC DEVELOPMENT DELIVERY SYSTEM

An economic delivery system is a set of strategies, processes, and infrastructure that the EDC uses to promote and facilitate economic growth. These are every day internal processes that impact the execution of every strategic goal.

Data Driven Decision Making

- Initiate a data collection process to support the goals of each strategic focus area.
- Use data insights to guide economic development decisions and benchmark success.
- Implement tools that offer transparency and improve strategic outcomes.

Organization

- Build strategic partnerships with local stakeholders and higher education
- Align the EDC with internal and external stakeholders to increase collaboration and coordination.
- Advocate for local and state level zoning and development policy decisions.

Program Development

- Initiate a Local Business Support Program.
- Develop an entrepreneurial ecosystem.
- Build program to define tourism and its economic impact.

Funding Strategies

- Establish public-private partnerships
- Align the EDC with internal and external stakeholders to increase opportunities for funding and pool resources.

Vision/Mission

Our Vision

Our Mission

To expand the local tax base, creating a diversified, vibrant and sustainable economy enhancing the quality of life for residents and the business community

December/January 2025

- **Mid-December**
  - City Council guides joint meeting agenda.

- **January 7th Board meeting**
  - Strategic plan presentation to the Board.
  - Final opportunity for discussion/changes prior to meeting with Council.
  - Vision and Mission Statements

- **January 13th from 3 – 6 PM**
  - Joint City Council & Board meeting.
  - Facilitator led

- **Post-January Joint Meeting**
  - Based upon the Council’s and the Board’s direction, Staff will shape the objectives and key results (OKRs).
  - Staff will bring the strategic plan for Board adoption in March/April 2025.

CELINA EDC