



Life Connected.

**ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
BOARD OF DIRECTORS
112 N COLORADO ST
TUESDAY, MARCH 4, 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 City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

Section 551.072 of Texas Government Code to discuss or deliberate the purchase, exchange, lease or value of real property.

Section 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.

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 Project Freeze.
2. Discussion regarding an incentive application for a business located at 206 N. Louisiana 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 from Local Dive Collective, LLC.
- B. Presentation of Preston Road Corridor initiatives. (Satarino)
- C. EDC Updates.

V. ACTION ITEM:

- A. Regular EDC Board Meeting Minutes - February 4th, 12:00pm
- B. Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)
- C. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed \$25,000. (Satarino)

VI. 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, FEBRUARY 4, 2025

12:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

President Bissett called the meeting to order at 12:00 PM.

Members Present:

President Clint Bissett

Vice President Andrew Donaldson

Board Member Shane Lambert

Board Member Cody Hunter

Board Member Rocky Hussman

Board Member Ryan Wilcox

Members Absent:

Secretary Cindy Peters

II. OPEN FORUM

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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 City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

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

Section 551.072 of Texas Government Code to discuss or deliberate the purchase, exchange, lease or value of real property.

Section 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.

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 an incentive application for a business located at 206 N. Louisiana St.
2. Discussion regarding an incentive application for a business located at 322 W. Walnut St.
3. Discussion regarding Project "The District".
4. Discussion regarding Project Cobb.

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.

CEDC Board reconvened into open session at 12:56pm.

IV. PRESENTATION:

- A. Presentation by The BARM Group, Inc. - Stella's Ice Cream

Russell and Mica Moffett spoke regarding the item.

Brent and Ashlee Chism spoke regarding the item.

- B. Presentation by Celina Pop, LLC - Heyday

Anthony Morel spoke regarding the item.

Michael McGowan spoke regarding the item.

V. ACTION ITEM:

- A. Regular Meeting Minutes - January 7th, 12:00pm

Upon a motion by Board Member Ryan Wilcox and a second by Board Member Cody Hunter, the Board voted seven (6) for and none (0) opposed to approve the Regular Meeting Minutes - January 7th, 12:00pm. The motion carried 6-0.

- B. City Council and CEDC Board Joint Meeting Minutes - January 13th, 3:00pm

Upon a motion by Vice President Andrew Donaldson and a second by Board Member Rocky Hussman, the Board voted seven (6) for and none (0) opposed to approve the City Council and CEDC Board Joint Meeting Minutes - January 13th, 3:00pm. The motion carried 6-0.

- C. Consider and act upon an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed \$25,000. (Satarino)

Upon a motion by Board Member Cody Hunter and a second by Board Member Shane Lambert, the Board voted seven (6) for and none (0) opposed to approve an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed \$25,000. The motion carried 6-0.

VI. WORKSESSION:

- A. Discussion regarding the 2025 Texas Tastemakers Festival. (Satarino)

Anthony Satarino spoke regarding the item.

- B. Recap of the Joint City Council and CEDC Board Meeting and next steps. (Satarino)

Anthony Satarino spoke regarding the item.

C. Discussion regarding rescheduling the April EDC Regular Board Meeting. (Satarino)

Anthony Satarino spoke regarding the item.

VII.

ADJOURNMENT:

President Bissett adjourned the meeting at 1:47pm.

President

Date



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
Initiated by: Economic Development Corporation
Date: March 4, 2025
Re: Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)

Action Requested:

Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)

Background Information:

In November 2024, the Celina Economic Development Corporation (CEDC) Board of Directors began a comprehensive review and update of the 2021 Action Plan. This review aimed to ensure that the City's and CEDC's economic development strategies align with the current and future needs of the community.

During the course of this review, proposed updates to the 2021 Action Plan were presented to the CEDC Board of Directors and were further discussed in a Joint Meeting with the City Council in January 2025. Staff suggested restructuring the plan into a more traditional strategic framework centered on goals, objectives, and key results.

As part of the 2025-2028 Economic Development Strategic Framework, four priority economic development projects were identified during the Joint Council and CEDC Board of Directors meeting.

- Downtown
- Stadium-Anchored Development
- Open-Air Retail District
- Western Heritage Development

The Strategic Framework will serve as the guiding document for the City and CEDC, driving economic growth, expanding the local tax base, supporting small and local businesses, and creating new jobs. Together, these efforts enhance the quality of life for residents while positioning Celina as a vibrant and desirable place to live, work, visit and invest.

Legal Review:

The CEDC Attorney has reviewed the attached Resolution.

Supporting Documents:

1. CEDC - Resolution - Strategic Framework 2025-2028
2. 2025-2028 Economic Development Strategic Framework

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AND THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, A TEXAS HOME-RULE MUNICIPALITY, ADOPTING THE 2025 – 2028 ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK.

WHEREAS, the Board of Directors of the Celina Economic Development Corporation (the “CEDC”), beginning in November 2024, initiated a comprehensive review and update of the 2021 Action Plan; and

WHEREAS, during the review process, proposed updates were presented at the January 2025 Regular CEDC Board meeting, which were later shared with the Celina City Council at a Joint Meeting of the City Council and CEDC Board on January 13, 2025; and

WHEREAS, during the Joint City Council and CEDC Board of Directors meeting, four (4) priority economic development projects were identified, which include the following:

1. Downtown;
2. Stadium-Anchored Development;
3. Open-Air Retail District;
4. Western Heritage Development; and

WHEREAS, the Strategic Framework will serve as the guiding document for the City and CEDC, driving economic growth, expanding the local tax base, supporting small and local businesses, and creating new jobs. Together, these efforts enhance the quality of life for residents while positioning Celina as a vibrant and desirable place to live, work, visit and invest.; and

WHEREAS, the Board of Directors of the CEDC has conducted a final review of the proposed updates to the 2025-2028 Economic Development Strategic Framework at the February 2025 meeting and recommends its adoption, alongside approval of the four priority projects identified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION AND THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The Celina Economic Development Corporation Board of Directors and Celina City Council hereby adopt the 2025-2028 Economic Development Strategic Framework.

SECTION 2: The Celina Economic Development Corporation Board of Directors and Celina City Council hereby approve and endorse the following four priority economic development projects for implementation, beginning 2025:

1. Downtown;
2. Stadium-Anchored Development;
3. Open-Air Retail District;
4. Western Heritage Development; and

SECTION 3: The Celina Economic Development Corporation in conjunction with City staff will implement initiatives and strategies to achieve the goals and objectives as outlined in ***Exhibit A***.

SECTION 4: This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the Board of Directors of the Celina Economic Development Corporation Board on this the _____ day of March, 2025.

APPROVED:

Clint Bissett , President
Celina Economic Development Corporation

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the _____ day of March, 2025.

APPROVED:

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Jeovanna Rubio
Assistant City Secretary

Exhibit A

2025-2028 Celina EDC Strategic Framework

ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK

2025-2028

CELINA EDC



The Heart of Economic Growth in Celina



Clint Bissett,
President



Andrew Donaldson,
Vice President



Cindy Peters,
Secretary



Rocky Hussman,
Board Member



Ryan Wilcox,
Board Member



Shane Lambert,
Board Member



Cody Hunter,
Board Member

As a dedicated non-profit organization, the Celina Economic Development Corporation is steered by a 7-member Board of Directors appointed by the Celina City Council. Since its establishment in 1979, the CEDC has been committed to economic growth in Celina.

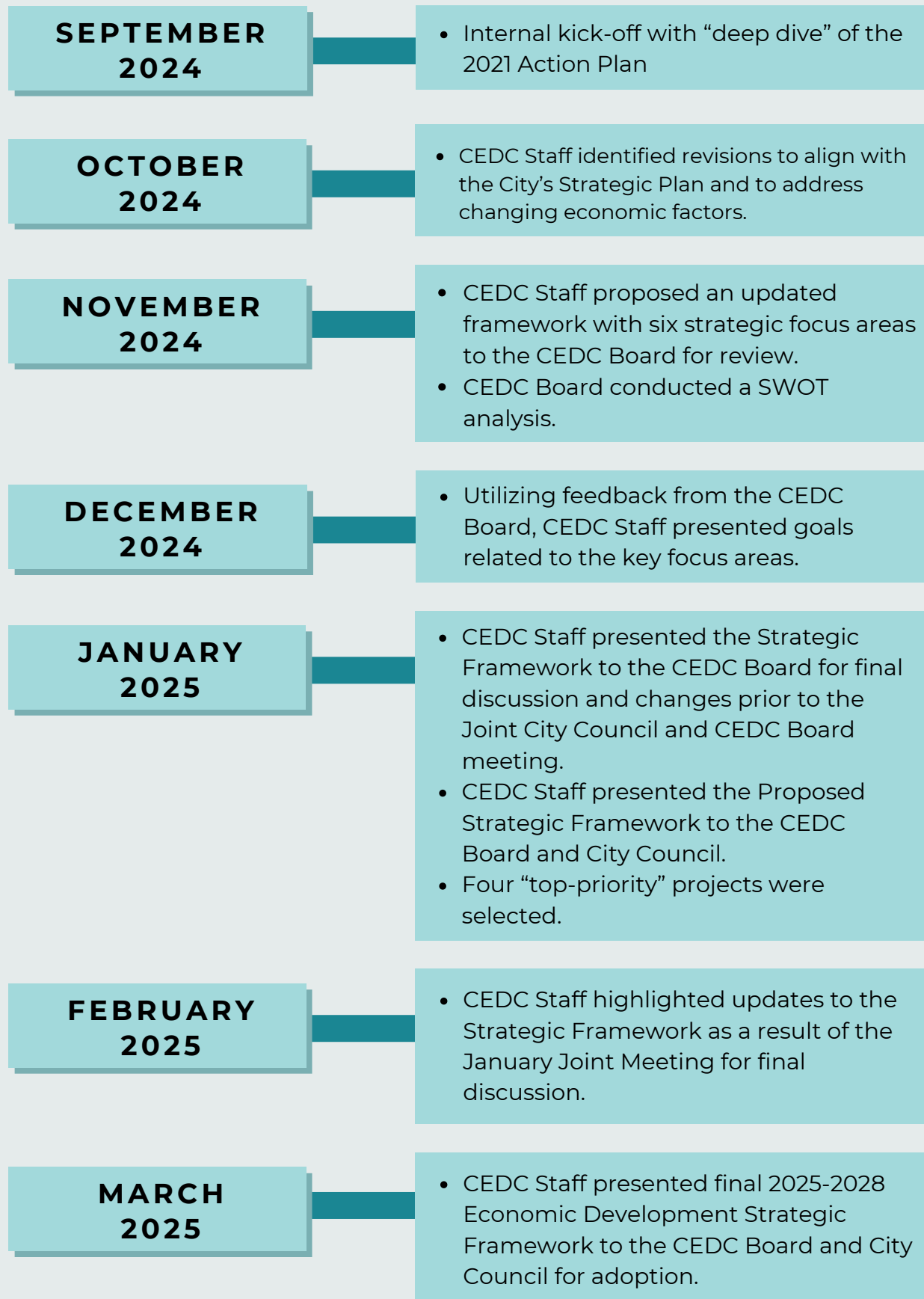




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Path to Adoption





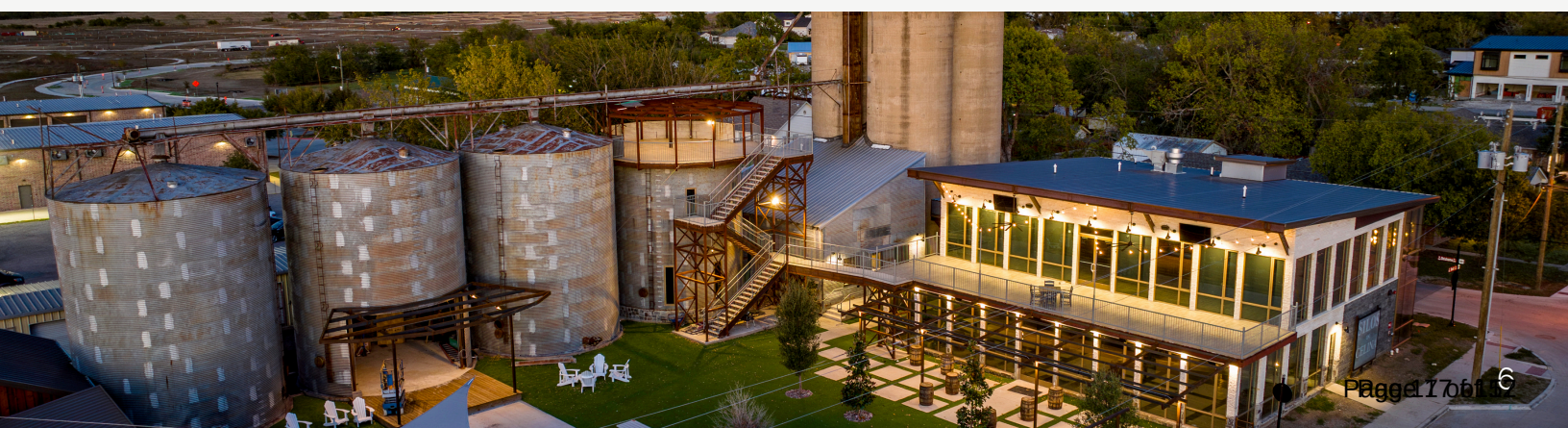
Our Vision

To shape Celina's economic future as the premier destination for investment, innovation, and talent, where businesses flourish, community is embraced, visitors are welcomed, and residents experience an unmatched quality of life.



Our Mission

To achieve economic excellence by fostering a vibrant business ecosystem that enhances the local tax base.



Concentric Circle Strategy

The concentric circle strategy provides a layered approach to economic development, where broad strategic areas shape target business sectors, supported by delivery systems, with priority projects at the core driving progress. This ensures all actions align with a cohesive framework for sustainable growth.

Strategic Focus Areas



Strategic Focus Areas

Strategic focus areas prioritize resources, guide decision-making, and align efforts with the community's long-term goals that create a framework for measurable economic progress.

➡ **Business Attraction, Retention & Expansion**

➡ **Destination Development**

➡ **Marketing & Communications**

➡ **Small Business Ecosystem**

➡ **Education & Workforce Development**

➡ **Community Economic Development**

Business Attraction, Retention & Expansion



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

GOALS

01

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

02

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

03

Position Celina as a prime destination for investment and business growth opportunities.

OBJECTIVES

1. **Partner** with development stakeholders to encourage cohesive developments that pay homage to Celina's heritage.
2. **Create** a growth management framework that balances regional expansion with the preservation of Celina's character and quality of life.
3. **Attract** businesses that are committed to actively engaging with and contributing to the community.

1. **Promote** a business-friendly regulatory process.
2. **Launch** a comprehensive business retention program.
3. **Monitor** and adapt to emerging markets and industry needs.

1. **Launch** a comprehensive business attraction program.
2. **Establish** competitive incentive programs
3. **Strengthen** Celina's regional competitiveness by leveraging key assets and strategies to attract investment and support business growth.



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.

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.

OBJECTIVES

1. **Increase** awareness and visibility of Celina's arts and culture scene to attract artists, tourists, and businesses.
2. **Develop** Celina as a destination for arts and cultural tourism through strategic partnerships and events.
3. **Adopt** an incremental approach to destination development by attracting shorter/seasonal events, exhibitions, and cultural experiences.

1. **Develop** a framework that formalizes Celina's unique blend of cultural heritage and family-friendly atmosphere.
2. **Strengthen** partnerships with community stakeholders, local businesses, cultural organizations, and influencers to create a cohesive brand experience that showcases Celina as a vibrant, thriving community.

1. **Develop** and promote amenities that increase visitor engagement and encourage longer stays.
2. **Strengthen** partnerships with local businesses and regional tourism organizations to boost visitor traffic and economic activity.
3. **Establish** the city's tourism infrastructure and accessibility to support increased visitation and extended stays.

DISCOVER CELINA

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.

GOALS

01

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

02

Enhance community awareness and engagement.

03

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

04

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

OBJECTIVES

1. **Establish** clear branding and messaging strategy.
2. **Strengthen** social media content to share news and local business success stories.

1. **Strengthen** community partnerships through networking events.
2. **Engage** local businesses and highlight a business each month/quarter.

1. **Utilize** data analytics to track effectiveness of marketing efforts.
2. **Expand** social media engagement with targeted ads.

1. **Launch** new branding initiative and establish a clear brand identity
2. **Implement** Marketing & Communication Strategic Plan (North Star project).



Small Business Ecosystems



Celina's emphasis on an authentic, homegrown small business ecosystem preserves its small-town charm and unique character, while driving economic growth, supporting entrepreneurs, spurring innovation, and strengthening community ties.

GOALS

01

Foster an organizational culture that champions local business entrepreneurship.

02

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

OBJECTIVES

1. **Create** mentorship and networking programs that connect established business owners with new entrepreneurs to encourage collaboration and knowledge sharing.
2. **Develop** a centralized resource hub (online and physical) to offer local entrepreneurs access to vital information, funding opportunities, and business development tools.

1. **Develop** incentive programs, grants, and financing options to attract and support new startups and early-stage businesses in Celina.
2. **Promote** innovation and entrepreneurship through workshops, events, and community engagement that connect local entrepreneurs with investors and experts.



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.

GOALS OBJECTIVES

01

Align education with market needs.

1. **Develop** productive relationships with educational institutions and local workforce boards to connect the business community to talent and skilled labor.
2. **Launch** a market study on the current labor market and future workforce needs that align with targeted business sectors.
3. **Determine** the local business community workforce needs through relationships with business owners

02

Expanding access to education and trainings.

1. **Partner** with educational institutions to launch and expand current workforce training.
2. **Host** various roundtable events with local workforce boards, educational leaders, and the business community.
3. **Promote** state and local workforce data and resources.

03

Understand the need for attainable housing.

1. **Support** the development and implementation of a comprehensive housing policy plan.
2. **Collaborate** with local institutions to assess and address the need for attainable housing.

Community Economic Development



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

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).

OBJECTIVES

1. **Increase** business involvement in community-driven initiatives and local partnerships.
2. **Foster** a culture of business-driven community development through recognition and incentivization.
3. **Enable** businesses to build long-term relationships with local organizations through collaborative community efforts.

1. **Conduct** a gaps analysis to identify missing elements in Downtown Celina and develop strategies to create a vibrant, year-round destination.
2. **Collaborate** with industry professionals to explore redevelopment opportunities for key Downtown parcels,
3. **Support** the implementation of a comprehensive revitalization plan that includes land acquisition, improved walkability, and parking solutions,

1. **Optimize** the location of development to enhance accessibility, connectivity, and public amenities.
2. **Assess** the economic impact of various development types to inform decision-making and guide policy adjustments that support sustainable growth and financial resiliency.
3. **Conduct** studies and specific area plans to provide the City with recommendations for optimal economic development outcomes.



Target Business Sectors

These target business sectors, while general, represent key industries that align with Celina's economic strengths and growth potential. By focusing on these sectors, we can attract investment, diversify the local economy, create high-quality jobs, and expand the tax base.



Corporate Services



Entertainment/Destination



Limited/Light Industrial Users



Retail



Specialized Technologies

Economic Development Delivery Systems

Economic delivery systems are a set of strategies, processes, and infrastructure that the CEDC uses to promote and facilitate economic growth. These are every day internal processes that impact the execution of strategic goals.

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 programs to define tourism and its economic impact.

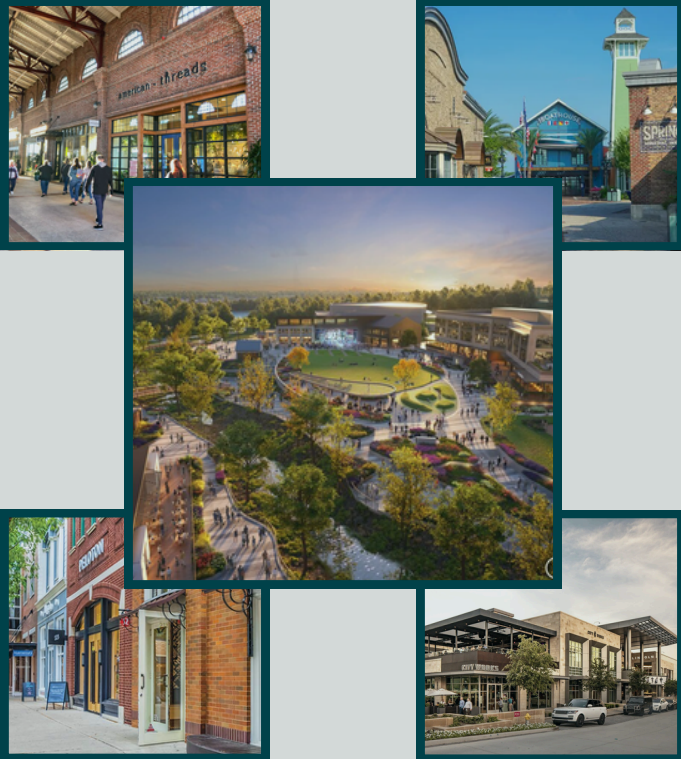
Funding Strategies

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

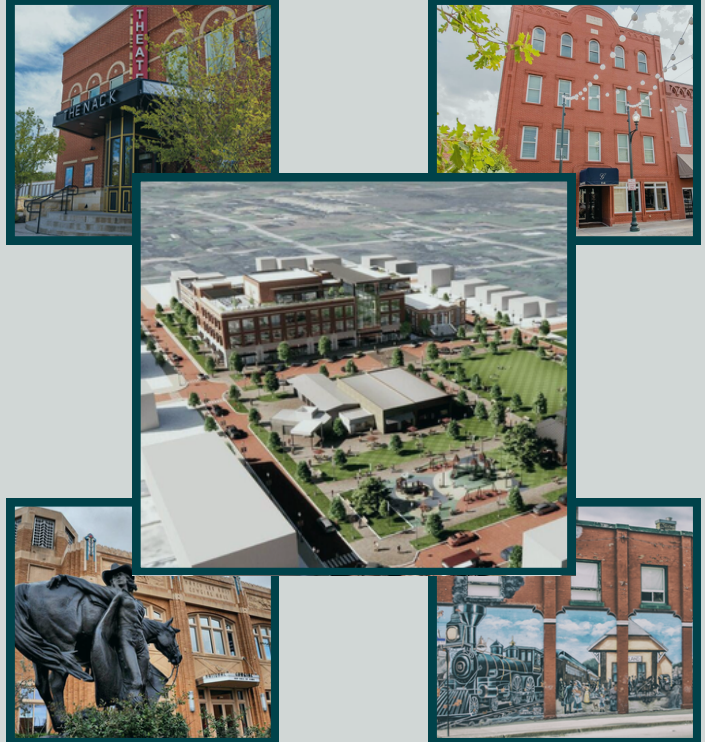
Top-Priority Projects

The City Council and Board of Directors have identified the key priority projects for the CEDC to concentrate on. These projects are interconnected and together reflect the vision for Celina's future, as well as the types of development the City Council and Board strive to realize.

Open-Air Retail



Downtown



Western Heritage Development



Stadium-Anchored Mixed-Use









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
Initiated by: Economic Development Corporation
Date: March 4, 2025
Re: Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed \$25,000. (Satarino)

Action Requested:

Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed \$25,000. (Satarino)

Background Information:

The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and The BARM Group, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a Stella's Ice Cream retail facility at 206 N. Louisiana, Celina, Texas, with a minimum of 1,611 square feet. In return, the City and CEDC agree to provide financial assistance totaling up to \$75,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer \$50,000 for infrastructure and improvements, disbursed as follows:

- \$25,000 upon obtaining a certificate of occupancy for the facility.
- \$25,000 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The CEDC agrees to reimburse the Developer up to \$25,000 for qualified expenditures, which include development and infrastructure costs. These funds will be disbursed in two phases:

- \$12,500 upon obtaining a certificate of occupancy for the facility.
- \$12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The Developer must complete construction by August 31, 2025, obtain a certificate of occupancy, and maintain a minimum of nine full-time equivalent jobs through December 31, 2027. Additionally, the Developer is required to submit documentation verifying at least \$391,323 in construction costs and \$75,000 in qualified expenditures. The Agreement includes reporting requirements on sales tax revenue and job creation, with provisions for repayment if the Developer fails to meet obligations.

Legal Review:

The CEDC Attorney has reviewed the attached Incentive Agreement.

Supporting Documents:

1. Celina EDC - Chapter 380 Agreement and Performance Agreement - Stellas Ice Cream - Signed by Developer
2. Action - Stella's Ice Cream Incentive Agreement

Financial Consideration:

The CEDC agrees to reimburse the developer for qualified expenditures for an amount not to exceed \$25,000.

Staff Recommendation:

Staff recommends approval.

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 ***THE BARM GROUP, INC.***, a Texas corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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 (hereinafter referred to as the “CEDC”) 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 Stella's Ice Cream retail facility to be generally located at 206 N. Louisiana, City of Celina, Collin County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, Stella's Ice Cream retail facility to be constructed on the Property, shall consist of a minimum of 1,611 square feet of retail space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; 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.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2027**, 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 Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **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.
- (d) **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.
- (e) **City Regulation.** The word “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.
- (f) **Developer.** The word “Developer” means The Barm Group, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 4134 Sanders Dr. Celina, TX 75009.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.
- (h) **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.”
- (i) **Facility.** The word “Facility” means the minimum 1,611 square foot Stella’s Ice Cream retail facility to be located on the Property, as generally depicted in **Exhibit A** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (j) **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.
- (k) **Property.** The word “Property” means 206 N. Louisiana, Celina, Texas 75009.

- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of infrastructure and improvements located on the Property, and which otherwise 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.
- (m) **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 rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (n) **Sales Tax Report.** The words “Sales Tax Report” mean Sales Tax Report as defined in Section 4(e) of this Agreement.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (q) **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 rate of one-half of one percent (0.50%), generated for use by the CEDC.

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 complete construction of the Facility by **August 31, 2025**. Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the construction of the Facility located on the Property in a minimum amount of **Three Hundred Ninety-One Thousand Three Hundred Twenty-Three and No/100 Dollars (\$391,323.00)** by **August 31, 2025**. In addition, Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** by **August 31, 2025**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **August 31, 2025**, 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 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 building codes of the City and that building permit applications will be reviewed under such codes. 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 maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Facility and for the Term of this Agreement, Developer covenants and agrees to keep the Facility open during normal operating hours.
- (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 EDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property as a result of the operation of the Project and the total quarterly sales occurring at the Property (“Sales Tax Report”). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and 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 EDC. The City and EDC hereby agrees to keep this information “Confidential” consistent with the 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 **January 15, 2026**, for the reporting period of **October 1, 2025 to December 31, 2025**, and quarterly thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees by **October 1, 2025**, and during the Term of this Agreement to employ and maintain a minimum of 9 Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **October 1, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC 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 **October 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Annual Compliance Verifications. Annual Compliance Verifications due and submitted to the City and CEDC 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 Conditions.** Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.
- (h) **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.
- (i) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.
- (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 CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)** as follows:
 - (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant

to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation for the Qualified Expenditures submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

- (1) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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.

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 occurs.

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 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 determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

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 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 the City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (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.**
- (b) 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. 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 signatories 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 either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days 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: The Barm Group, Inc.
4134 Sanders Dr.
Celina Texas 75009
Attn: Vice President
Telephone: 417-425-9609

- (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) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the

Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

- (m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (n) **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.
- (o) **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).
- (p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the

Developer will not boycott energy companies during the Term of this Agreement.

[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: _____

ATTEST:

Lauren Vaughns, City Secretary

CEDC:

***CELINA ECONOMIC DEVELOPMENT
CORPORATION,***
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: _____

DEVELOPER:

THE BARM GROUP, INC.,
a Texas corporation,

By:  _____
Russell Moffett, Vice President
Date Signed: 2/26/2025

Exhibit A

[Depiction of the Facility]



Stella's

ICE CREAM

Location

- 206 N. Louisiana Dr.



Action Item

Action Item

Timeline

- ~~September 2024 – CEDC Staff received partial incentive application~~
- ~~October 2024 – BARM Group, LLC presented to Downtown Commission~~
- ~~November 2024 – CEDC Staff presented to CEDC Board~~
- ~~December 2024 – CEDC Staff discussed incentive deal points with CEDC Board~~
- ~~February 2025 – BARM Group, LLC presented to CEDC Board~~
- March 2025 – Incentive Agreement to be considered by CEDC Board and City Council

Action Item

Incentive Application

Capital Costs

- \$391,323

Requested Incentive

- \$88,984

The Barm Group - Stella's Ice Cream			
EDC Incentives			
Division 1 - General Conditions			
Division 2 - Site Work			
Division 3 - Concrete			
	Sidewalk	2,000	Bring Sidewalk to building
Division 4 - Masonry			
	Masonry Repair	\$ 6,000.00	Repair Masonry at NE corner and brick repair from Storefront and door install
Division 5 - Masonry			
Division 6 - Carpentry			
Division 7 - Thermal / Moisture Protection			
Division 8 - Doors and Windows			
	Exterior Metal Doors/Frames/OHD	\$ 19,000.00	Exterior Metal Doors/Frames/OHD
	Windows/ Storefront	\$ 8,000.00	Windows/ Storefront
	Awnings	\$ 4,000.00	Awnings
Division 9 - Finishes			
	Painting	\$ 6,780.00	Exterior Building Paint
	Mural	\$ 9,000.00	Mural - North Facade
Division 10 - Specialties			
Division 11 - Equipment			
Division 12 - Furnishings			
Division 13 - Special Construction			
	Signage	\$ 8,000.00	Exterior Neon Signage
Division 14 - Conveying Systems			
Division 15 - Mechanical			
	Plumbing	\$ 10,500.00	New Water Meter and run water line to building
Division 16 - Electrical			
	Electrical	\$ 15,714.00	New electrical service to building and switchgear
TOTAL		\$ 88,984.00	

Action Item

Considerations

Facility

- Restores a downtown building
- Activates a currently vacant building on the eastern edge of the Downtown Square
- Aligns with the vision for Downtown
- Incentive package is only for infrastructure related expenses

Business

- BARM Group, LLC has expressed interest in engaging with the community through events and promotions.

Current Façade

Action Item



Proposed Façade

Action Item



Proposed Incentive Structure

- Renovate a 1,611 square foot facility
- Must prove a minimum of \$391,323 in capital improvements
- Must prove a minimum of \$75,000 in qualified improvements
- Obtain certificate of occupancy by August 31, 2025
- Must maintain a minimum of 9 FTE

Action Item

¹ A sales tax rebate would not refund a significant amount back to the business to offset capital costs.

Action Item

Proposed Incentive Structure

- **CEDC contribute \$25,000** in grant funds towards façade improvements.
 - \$12,500 upon obtaining C/O
 - \$12,500 upon 1-year anniversary of obtaining C/O
- **City contribute \$50,000** in grant funds towards façade improvements.
 - \$25,000 upon obtaining C/O
 - \$25,000 upon 1-year anniversary of obtaining C/O

Total Incentive Package ROI - All In		
Revenue	Obligation	ROI
5-Year		
\$24,989	\$75,000	-67%
10-Year		
\$52,041	\$75,000	-31%
20-Year		
\$113,954	\$75,000	52%

Feedback & Recommendation

- The Downtown Commission expressed they were generally in support of the project at the October 2024 DTC regular meeting.
- CEDC Staff recommends approval.

Action Item

Questions?



Life Connected.

ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING

BOARD OF DIRECTORS

112 N COLORADO ST

TUESDAY, FEBRUARY 4, 2025

12:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

President Bissett called the meeting to order at 12:00 PM.

Members Present:

President Clint Bissett

Vice President Andrew Donaldson

Board Member Shane Lambert

Board Member Cody Hunter

Board Member Rocky Hussman

Board Member Ryan Wilcox

Members Absent:

Secretary Cindy Peters

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 City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

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

Section 551.072 of Texas Government Code to discuss or deliberate the purchase, exchange, lease or value of real property.

Section 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.

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 an incentive application for a business located at 206 N. Louisiana St.
2. Discussion regarding an incentive application for a business located at 322 W. Walnut St.
3. Discussion regarding Project "The District".
4. Discussion regarding Project Cobb.

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.

CEDC Board reconvened into open session at 12:56pm.

IV. PRESENTATION:

- A. Presentation by The BARM Group, Inc. - Stella's Ice Cream

Russell and Mica Moffett spoke regarding the item.

Brent and Ashlee Chism spoke regarding the item.

- B. Presentation by Celina Pop, LLC - Heyday

Anthony Morel spoke regarding the item.

Michael McGowan spoke regarding the item.

V. ACTION ITEM:

- A. Regular Meeting Minutes - January 7th, 12:00pm

Upon a motion by Board Member Ryan Wilcox and a second by Board Member Cody Hunter, the Board voted seven (6) for and none (0) opposed to approve the Regular Meeting Minutes - January 7th, 12:00pm. The motion carried 6-0.

- B. City Council and CEDC Board Joint Meeting Minutes - January 13th, 3:00pm

Upon a motion by Vice President Andrew Donaldson and a second by Board Member Rocky Hussman, the Board voted seven (6) for and none (0) opposed to approve the City Council and CEDC Board Joint Meeting Minutes - January 13th, 3:00pm. The motion carried 6-0.

- C. Consider and act upon an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed \$25,000. (Satarino)

Upon a motion by Board Member Cody Hunter and a second by Board Member Shane Lambert, the Board voted seven (6) for and none (0) opposed to approve an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed \$25,000. The motion carried 6-0.

VI. WORKSESSION:

- A. Discussion regarding the 2025 Texas Tastemakers Festival. (Satarino)

Anthony Satarino spoke regarding the item.

- B. Recap of the Joint City Council and CEDC Board Meeting and next steps. (Satarino)

Anthony Satarino spoke regarding the item.

C. Discussion regarding rescheduling the April EDC Regular Board Meeting. (Satarino)

Anthony Satarino spoke regarding the item.

VII.

ADJOURNMENT:

President Bissett adjourned the meeting at 1:47pm.

President

Date



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
Initiated Economic Development Corporation
by:
Date: March 4, 2025
Re: Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)

Action Requested:

Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)

Background Information:

In November 2024, the Celina Economic Development Corporation (CEDC) Board of Directors began a comprehensive review and update of the 2021 Action Plan. This review aimed to ensure that the City's and CEDC's economic development strategies align with the current and future needs of the community.

During the course of this review, proposed updates to the 2021 Action Plan were presented to the CEDC Board of Directors and were further discussed in a Joint Meeting with the City Council in January 2025. Staff suggested restructuring the plan into a more traditional strategic framework centered on goals, objectives, and key results.

As part of the 2025-2028 Economic Development Strategic Framework, four priority economic development projects were identified during the Joint Council and CEDC Board of Directors meeting.

- Downtown
- Stadium-Anchored Development
- Open-Air Retail District
- Western Heritage Development

The Strategic Framework will serve as the guiding document for the City and CEDC, driving economic growth, expanding the local tax base, supporting small and local businesses, and creating new jobs. Together, these efforts enhance the quality of life for residents while positioning Celina as a vibrant and desirable place to live, work, visit and invest.

Legal Review:

The CEDC Attorney has reviewed the attached Resolution.

Supporting Documents:

1. CEDC - Resolution - Strategic Framework 2025-2028
2. 2025-2028 Economic Development Strategic Framework

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AND THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, A TEXAS HOME-RULE MUNICIPALITY, ADOPTING THE 2025 – 2028 ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK.

WHEREAS, the Board of Directors of the Celina Economic Development Corporation (the “CEDC”), beginning in November 2024, initiated a comprehensive review and update of the 2021 Action Plan; and

WHEREAS, during the review process, proposed updates were presented at the January 2025 Regular CEDC Board meeting, which were later shared with the Celina City Council at a Joint Meeting of the City Council and CEDC Board on January 13, 2025; and

WHEREAS, during the Joint City Council and CEDC Board of Directors meeting, four (4) priority economic development projects were identified, which include the following:

1. Downtown;
2. Stadium-Anchored Development;
3. Open-Air Retail District;
4. Western Heritage Development; and

WHEREAS, the Strategic Framework will serve as the guiding document for the City and CEDC, driving economic growth, expanding the local tax base, supporting small and local businesses, and creating new jobs. Together, these efforts enhance the quality of life for residents while positioning Celina as a vibrant and desirable place to live, work, visit and invest.; and

WHEREAS, the Board of Directors of the CEDC has conducted a final review of the proposed updates to the 2025-2028 Economic Development Strategic Framework at the February 2025 meeting and recommends its adoption, alongside approval of the four priority projects identified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION AND THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The Celina Economic Development Corporation Board of Directors and Celina City Council hereby adopt the 2025-2028 Economic Development Strategic Framework.

SECTION 2: The Celina Economic Development Corporation Board of Directors and Celina City Council hereby approve and endorse the following four priority economic development projects for implementation, beginning 2025:

1. Downtown;
2. Stadium-Anchored Development;
3. Open-Air Retail District;
4. Western Heritage Development; and

SECTION 3: The Celina Economic Development Corporation in conjunction with City staff will implement initiatives and strategies to achieve the goals and objectives as outlined in ***Exhibit A***.

SECTION 4: This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the Board of Directors of the Celina Economic Development Corporation Board on this the _____ day of March, 2025.

APPROVED:

Clint Bissett , President
Celina Economic Development Corporation

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the _____ day of March, 2025.

APPROVED:

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Jeovanna Rubio
Assistant City Secretary

Exhibit A

2025-2028 Celina EDC Strategic Framework

ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK

2025-2028

CELINA EDC



The Heart of Economic Growth in Celina



Clint Bissett,
President



Andrew Donaldson,
Vice President



Cindy Peters,
Secretary



Rocky Hussman,
Board Member



Ryan Wilcox,
Board Member



Shane Lambert,
Board Member



Cody Hunter,
Board Member

As a dedicated non-profit organization, the Celina Economic Development Corporation is steered by a 7-member Board of Directors appointed by the Celina City Council. Since its establishment in 1979, the CEDC has been committed to economic growth in Celina.

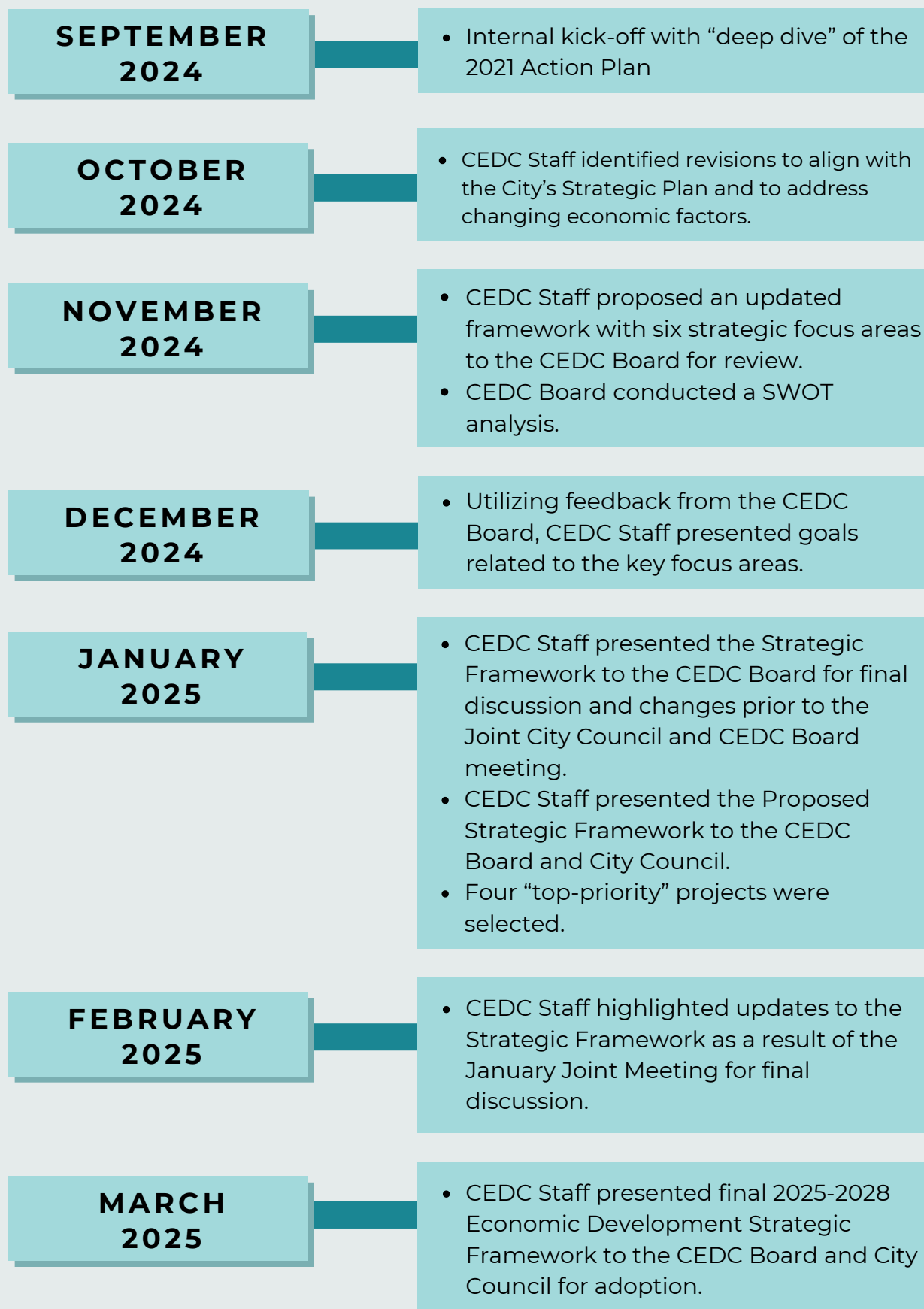




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Path to Adoption





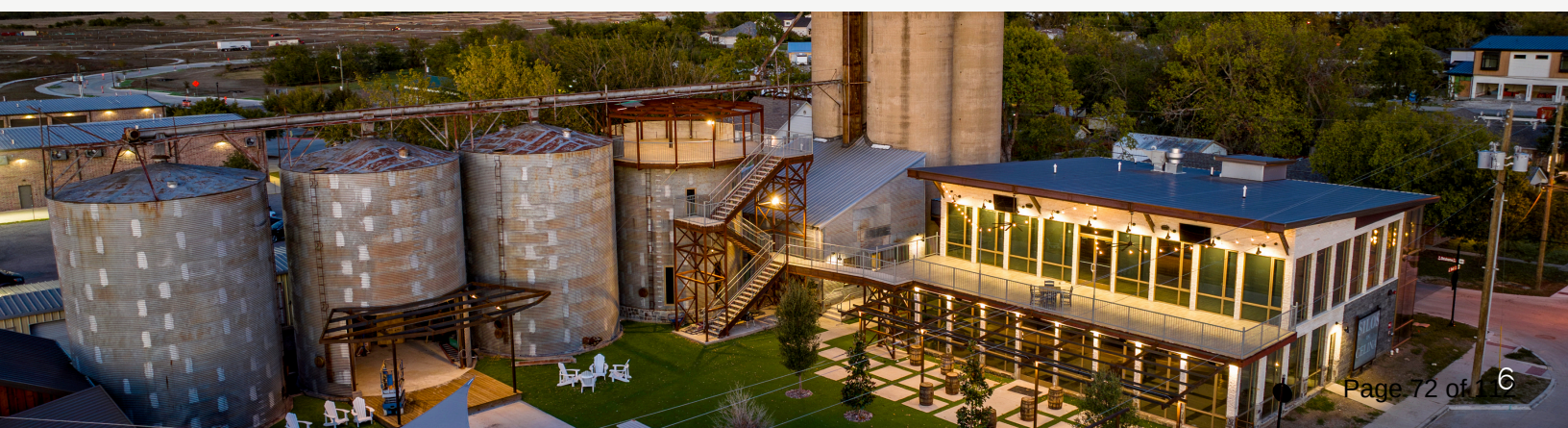
Our Vision

To shape Celina's economic future as the premier destination for investment, innovation, and talent, where businesses flourish, community is embraced, visitors are welcomed, and residents experience an unmatched quality of life.



Our Mission

To achieve economic excellence by fostering a vibrant business ecosystem that enhances the local tax base.



Concentric Circle Strategy

The concentric circle strategy provides a layered approach to economic development, where broad strategic areas shape target business sectors, supported by delivery systems, with priority projects at the core driving progress. This ensures all actions align with a cohesive framework for sustainable growth.

Strategic Focus Areas



Strategic Focus Areas

Strategic focus areas prioritize resources, guide decision-making, and align efforts with the community's long-term goals that create a framework for measurable economic progress.

➡ **Business Attraction, Retention & Expansion**

➡ **Destination Development**

➡ **Marketing & Communications**

➡ **Small Business Ecosystem**

➡ **Education & Workforce Development**

➡ **Community Economic Development**

Business Attraction, Retention & Expansion



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

GOALS

01

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

02

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

03

Position Celina as a prime destination for investment and business growth opportunities.

OBJECTIVES

1. **Partner** with development stakeholders to encourage cohesive developments that pay homage to Celina's heritage.
2. **Create** a growth management framework that balances regional expansion with the preservation of Celina's character and quality of life.
3. **Attract** businesses that are committed to actively engaging with and contributing to the community.

1. **Promote** a business-friendly regulatory process.
2. **Launch** a comprehensive business retention program.
3. **Monitor** and adapt to emerging markets and industry needs.

1. **Launch** a comprehensive business attraction program.
2. **Establish** competitive incentive programs
3. **Strengthen** Celina's regional competitiveness by leveraging key assets and strategies to attract investment and support business growth.



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.

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.

OBJECTIVES

1. **Increase** awareness and visibility of Celina's arts and culture scene to attract artists, tourists, and businesses.
2. **Develop** Celina as a destination for arts and cultural tourism through strategic partnerships and events.
3. **Adopt** an incremental approach to destination development by attracting shorter/seasonal events, exhibitions, and cultural experiences.

1. **Develop** a framework that formalizes Celina's unique blend of cultural heritage and family-friendly atmosphere.
2. **Strengthen** partnerships with community stakeholders, local businesses, cultural organizations, and influencers to create a cohesive brand experience that showcases Celina as a vibrant, thriving community.

1. **Develop** and promote amenities that increase visitor engagement and encourage longer stays.
2. **Strengthen** partnerships with local businesses and regional tourism organizations to boost visitor traffic and economic activity.
3. **Establish** the city's tourism infrastructure and accessibility to support increased visitation and extended stays.

DISCOVER CELINA

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.

GOALS

01

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

02

Enhance community awareness and engagement.

03

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

04

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

OBJECTIVES

1. **Establish** clear branding and messaging strategy.
2. **Strengthen** social media content to share news and local business success stories.

1. **Strengthen** community partnerships through networking events.
2. **Engage** local businesses and highlight a business each month/quarter.

1. **Utilize** data analytics to track effectiveness of marketing efforts.
2. **Expand** social media engagement with targeted ads.

1. **Launch** new branding initiative and establish a clear brand identity
2. **Implement** Marketing & Communication Strategic Plan (North Star project).



Small Business Ecosystems



Celina's emphasis on an authentic, homegrown small business ecosystem preserves its small-town charm and unique character, while driving economic growth, supporting entrepreneurs, spurring innovation, and strengthening community ties.

GOALS

01

Foster an organizational culture that champions local business entrepreneurship.

02

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

OBJECTIVES

1. **Create** mentorship and networking programs that connect established business owners with new entrepreneurs to encourage collaboration and knowledge sharing.
2. **Develop** a centralized resource hub (online and physical) to offer local entrepreneurs access to vital information, funding opportunities, and business development tools.

1. **Develop** incentive programs, grants, and financing options to attract and support new startups and early-stage businesses in Celina.
2. **Promote** innovation and entrepreneurship through workshops, events, and community engagement that connect local entrepreneurs with investors and experts.



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.

GOALS OBJECTIVES

01

Align education with market needs.

1. **Develop** productive relationships with educational institutions and local workforce boards to connect the business community to talent and skilled labor.
2. **Launch** a market study on the current labor market and future workforce needs that align with targeted business sectors.
3. **Determine** the local business community workforce needs through relationships with business owners

02

Expanding access to education and trainings.

1. **Partner** with educational institutions to launch and expand current workforce training.
2. **Host** various roundtable events with local workforce boards, educational leaders, and the business community.
3. **Promote** state and local workforce data and resources.

03

Understand the need for attainable housing.

1. **Support** the development and implementation of a comprehensive housing policy plan.
2. **Collaborate** with local institutions to assess and address the need for attainable housing.

Community Economic Development



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

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).

OBJECTIVES

1. **Increase** business involvement in community-driven initiatives and local partnerships.
2. **Foster** a culture of business-driven community development through recognition and incentivization.
3. **Enable** businesses to build long-term relationships with local organizations through collaborative community efforts.

1. **Conduct** a gaps analysis to identify missing elements in Downtown Celina and develop strategies to create a vibrant, year-round destination.
2. **Collaborate** with industry professionals to explore redevelopment opportunities for key Downtown parcels,
3. **Support** the implementation of a comprehensive revitalization plan that includes land acquisition, improved walkability, and parking solutions,

1. **Optimize** the location of development to enhance accessibility, connectivity, and public amenities.
2. **Assess** the economic impact of various development types to inform decision-making and guide policy adjustments that support sustainable growth and financial resiliency.
3. **Conduct** studies and specific area plans to provide the City with recommendations for optimal economic development outcomes.



Target Business Sectors

These target business sectors, while general, represent key industries that align with Celina's economic strengths and growth potential. By focusing on these sectors, we can attract investment, diversify the local economy, create high-quality jobs, and expand the tax base.



Corporate Services



Entertainment/Destination



Limited/Light Industrial Users



Retail



Specialized Technologies

Economic Development Delivery Systems

Economic delivery systems are a set of strategies, processes, and infrastructure that the CEDC uses to promote and facilitate economic growth. These are every day internal processes that impact the execution of strategic goals.

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 programs to define tourism and its economic impact.

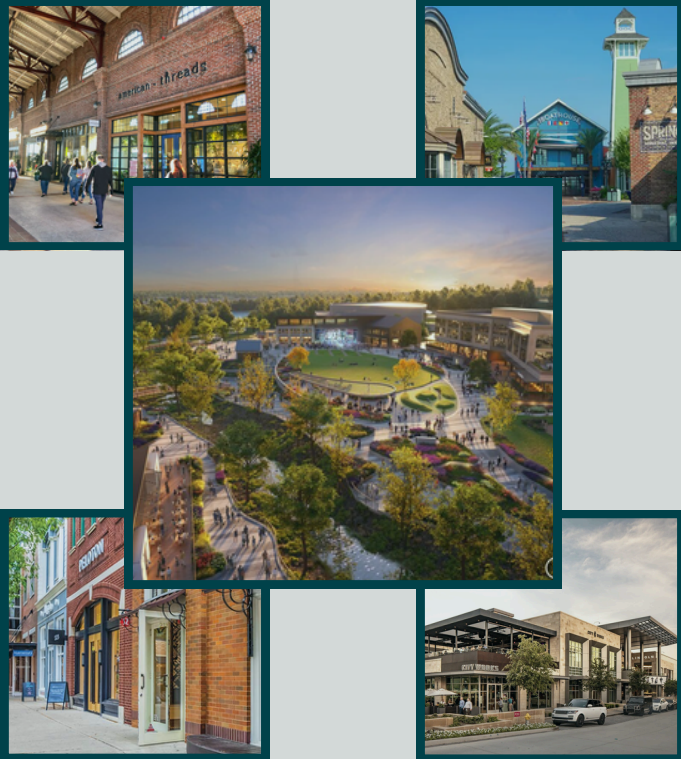
Funding Strategies

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

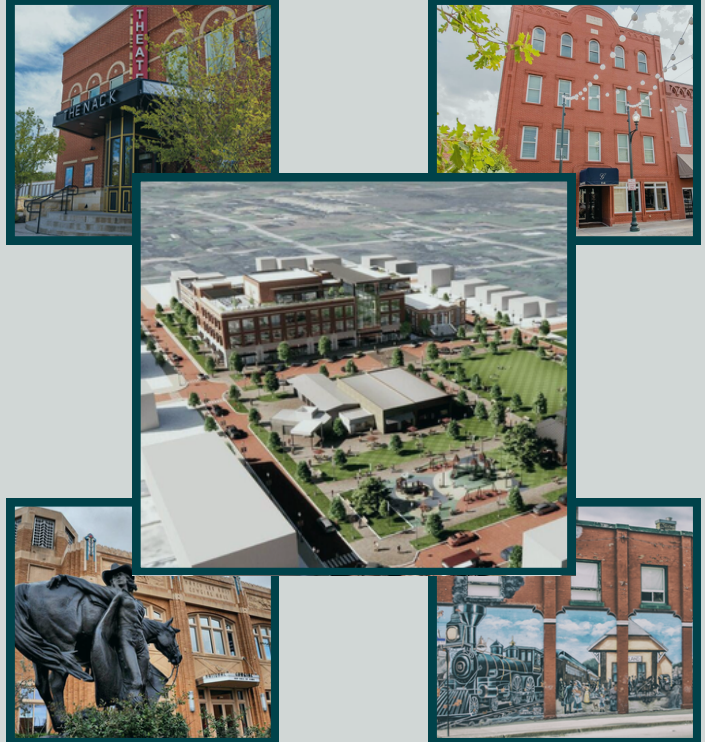
Top-Priority Projects

The City Council and Board of Directors have identified the key priority projects for the CEDC to concentrate on. These projects are interconnected and together reflect the vision for Celina's future, as well as the types of development the City Council and Board strive to realize.

Open-Air Retail



Downtown



Western Heritage Development



Stadium-Anchored Mixed-Use







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
Initiated by: Economic Development Corporation
Date: March 4, 2025
Re: Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed \$25,000. (Satarino)

Action Requested:

Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed \$25,000. (Satarino)

Background Information:

The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and The BARM Group, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a Stella's Ice Cream retail facility at 206 N. Louisiana, Celina, Texas, with a minimum of 1,611 square feet. In return, the City and CEDC agree to provide financial assistance totaling up to \$75,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer \$50,000 for infrastructure and improvements, disbursed as follows:

- \$25,000 upon obtaining a certificate of occupancy for the facility.
- \$25,000 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The CEDC agrees to reimburse the Developer up to \$25,000 for qualified expenditures, which include development and infrastructure costs. These funds will be disbursed in two phases:

- \$12,500 upon obtaining a certificate of occupancy for the facility.
- \$12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The Developer must complete construction by August 31, 2025, obtain a certificate of occupancy, and maintain a minimum of nine full-time equivalent jobs through December 31, 2027. Additionally, the Developer is required to submit documentation verifying at least \$391,323 in construction costs and \$75,000 in qualified expenditures. The Agreement includes reporting requirements on sales tax revenue and job creation, with provisions for repayment if the Developer fails to meet obligations.

Legal Review:

The CEDC Attorney has reviewed the attached Incentive Agreement.

Supporting Documents:

1. Celina EDC - Chapter 380 Agreement and Performance Agreement - Stellas Ice Cream - Signed by Developer
2. Action - Stella's Ice Cream Incentive Agreement

Financial Consideration:

The CEDC agrees to reimburse the developer for qualified expenditures for an amount not to exceed \$25,000.

Staff Recommendation:

Staff recommends approval.

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 ***THE BARM GROUP, INC.***, a Texas corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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 (hereinafter referred to as the “CEDC”) 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 Stella's Ice Cream retail facility to be generally located at 206 N. Louisiana, City of Celina, Collin County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, Stella's Ice Cream retail facility to be constructed on the Property, shall consist of a minimum of 1,611 square feet of retail space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; 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.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2027**, 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 Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **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.
- (d) **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.
- (e) **City Regulation.** The word “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.
- (f) **Developer.** The word “Developer” means The Barm Group, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 4134 Sanders Dr. Celina, TX 75009.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.
- (h) **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.”
- (i) **Facility.** The word “Facility” means the minimum 1,611 square foot Stella’s Ice Cream retail facility to be located on the Property, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (j) **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.
- (k) **Property.** The word “Property” means 206 N. Louisiana, Celina, Texas 75009.

- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of infrastructure and improvements located on the Property, and which otherwise 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.
- (m) **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 rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (n) **Sales Tax Report.** The words “Sales Tax Report” mean Sales Tax Report as defined in Section 4(e) of this Agreement.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (q) **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 rate of one-half of one percent (0.50%), generated for use by the CEDC.

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 complete construction of the Facility by **August 31, 2025**. Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the construction of the Facility located on the Property in a minimum amount of **Three Hundred Ninety-One Thousand Three Hundred Twenty-Three and No/100 Dollars (\$391,323.00)** by **August 31, 2025**. In addition, Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** by **August 31, 2025**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **August 31, 2025**, 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 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 building codes of the City and that building permit applications will be reviewed under such codes. 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 maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Facility and for the Term of this Agreement, Developer covenants and agrees to keep the Facility open during normal operating hours.
- (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 EDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property as a result of the operation of the Project and the total quarterly sales occurring at the Property (“Sales Tax Report”). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and 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 EDC. The City and EDC hereby agrees to keep this information “Confidential” consistent with the 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 **January 15, 2026**, for the reporting period of **October 1, 2025 to December 31, 2025**, and quarterly thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees by **October 1, 2025**, and during the Term of this Agreement to employ and maintain a minimum of 9 Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **October 1, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC 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 **October 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Annual Compliance Verifications. Annual Compliance Verifications due and submitted to the City and CEDC 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 Conditions.** Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.
- (h) **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.
- (i) **Groundbreaking and Opening Ceremonies.** Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.
- (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 CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)** as follows:
 - (1) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant

to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation for the Qualified Expenditures submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

- (1) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and
 - (2) **Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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.

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 occurs.

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 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 determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

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 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 the City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (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.**
- (b) 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. 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 signatories 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 either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days 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: The Barm Group, Inc.
4134 Sanders Dr.
Celina Texas 75009
Attn: Vice President
Telephone: 417-425-9609

- (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) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the

Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

- (m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (n) **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.
- (o) **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).
- (p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the

Developer will not boycott energy companies during the Term of this Agreement.

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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: _____

ATTEST:

Lauren Vaughns, City Secretary

CEDC:

***CELINA ECONOMIC DEVELOPMENT
CORPORATION,***
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: _____

DEVELOPER:

THE BARM GROUP, INC.,
a Texas corporation,

By:  _____
Russell Moffett, Vice President
Date Signed: 2/26/2025

Exhibit A

[Depiction of the Facility]



Stella's

ICE CREAM

Location

- 206 N. Louisiana Dr.

Action Item



Action Item

Timeline

- ~~September 2024 – CEDC Staff received partial incentive application~~
- ~~October 2024 – BARM Group, LLC presented to Downtown Commission~~
- ~~November 2024 – CEDC Staff presented to CEDC Board~~
- ~~December 2024 – CEDC Staff discussed incentive deal points with CEDC Board~~
- ~~February 2025 – BARM Group, LLC presented to CEDC Board~~
- March 2025 – Incentive Agreement to be considered by CEDC Board and City Council

Action Item

Incentive Application

Capital Costs

- \$391,323

Requested Incentive

- \$88,984

The Barm Group - Stella's Ice Cream			
EDC Incentives			
Division 1 - General Conditions			
Division 2 - Site Work			
Division 3 - Concrete			
	Sidewalk	2,000	Bring Sidewalk to building
Division 4 - Masonry			
	Masonry Repair	\$ 6,000.00	Repair Masonry at NE corner and brick repair from Storefront and door install
Division 5 - Masonry			
Division 6 - Carpentry			
Division 7 - Thermal / Moisture Protection			
Division 8 - Doors and Windows			
	Exterior Metal Doors/Frames/OHD	\$ 19,000.00	Exterior Metal Doors/Frames/OHD
	Windows/ Storefront	\$ 8,000.00	Windows/ Storefront
	Awnings	\$ 4,000.00	Awnings
Division 9 - Finishes			
	Painting	\$ 6,780.00	Exterior Building Paint
	Mural	\$ 9,000.00	Mural - North Facade
Division 10 - Specialties			
Division 11 - Equipment			
Division 12 - Furnishings			
Division 13 - Special Construction			
	Signage	\$ 8,000.00	Exterior Neon Signage
Division 14 - Conveying Systems			
Division 15 - Mechanical			
	Plumbing	\$ 10,500.00	New Water Meter and run water line to building
Division 16 - Electrical			
	Electrical	\$ 15,714.00	New electrical service to building and switchgear
TOTAL		\$ 88,994.00	

Action Item

Considerations

Facility

- Restores a downtown building
- Activates a currently vacant building on the eastern edge of the Downtown Square
- Aligns with the vision for Downtown
- Incentive package is only for infrastructure related expenses

Business

- BARM Group, LLC has expressed interest in engaging with the community through events and promotions.

Current Façade

Action Item



Proposed Façade

Action Item



Proposed Incentive Structure

- Renovate a 1,611 square foot facility
- Must prove a minimum of \$391,323 in capital improvements
- Must prove a minimum of \$75,000 in qualified improvements
- Obtain certificate of occupancy by August 31, 2025
- Must maintain a minimum of 9 FTE

Action Item

¹ A sales tax rebate would not refund a significant amount back to the business to offset capital costs.

Action Item

Proposed Incentive Structure

- **CEDC contribute \$25,000** in grant funds towards façade improvements.
 - \$12,500 upon obtaining C/O
 - \$12,500 upon 1-year anniversary of obtaining C/O
- **City contribute \$50,000** in grant funds towards façade improvements.
 - \$25,000 upon obtaining C/O
 - \$25,000 upon 1-year anniversary of obtaining C/O

Total Incentive Package ROI - All In		
Revenue	Obligation	ROI
5-Year		
\$24,989	\$75,000	-67%
10-Year		
\$52,041	\$75,000	-31%
20-Year		
\$113,954	\$75,000	52%

Feedback & Recommendation

- The Downtown Commission expressed they were generally in support of the project at the October 2024 DTC regular meeting.
- CEDC Staff recommends approval.

Action Item

Questions?