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**ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING  
BOARD OF DIRECTORS  
112 N COLORADO ST  
TUESDAY, MAY 6, 2025  
12:00 PM  
AGENDA**

**I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:**

**II. OPEN FORUM**

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

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

**III. EXECUTIVE SESSION:**

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

**Section 551.071** of Texas Government Code for Consultation with Attorney.

1. Discussion regarding Tax Increment Reinvestment Zone #11.

**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 The District.

**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 of National Small Business Week Initiatives.
- B. EDC Updates.

**V. ACTION ITEM:**

- A. Special Called EDC Board Meeting Minutes - April 3rd, 12:00pm.

- B. Consider and act upon a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors. (Satarino)
- C. Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas. (Satarino)
- D. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed \$50,000. (Satarino)
- E. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed \$75,000. (Satarino)
- F. Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino)
- G. Consider and act upon a resolution authorizing the Executive Director to execute a professional services agreement for an amount not to exceed \$49,000. (Satarino)

**VI. WORKSESSION:**

- A. Discussion regarding a FY 2025 budget update. (Satarino)
- B. Discussion regarding a retail incubator space in the Downtown Center. (Satarino)

**VII. ADJOURNMENT:**

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

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

\_\_\_\_\_  
Staff Liaison



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**ECONOMIC DEVELOPMENT CORPORATION SPECIAL CALLED MEETING  
BOARD OF DIRECTORS  
112 N COLORADO ST  
THURSDAY, APRIL 3, 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  
Secretary Cindy Peters  
Board Member Rocky Hussman  
Board Member Ryan Wilcox  
Board Member Shane Lambert

**Members Absent:**

Board Member Cody Hunter (arrived at 12:15pm)

**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.)*

The CEDC Board convened into executive session at 12:01pm. Board Member Cody Hunter arrived at 12:15pm.

**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 322 W. Walnut St.
2. Discussion regarding an incentive application for a business located at 501 W. Walnut St
3. Discussion regarding an amendment to an Economic Development and Performance Agreement with Methodist Hospitals of Dallas.

Board Member Cody Hunter recused himself during the item.

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

The CEDC Board reconvened into open session at 12:33pm.

**IV. PRESENTATION:**

- A. Presentation of Celina EDC Highlight Video.

Melissa Thomas spoke regarding the item.

- B. EDC Updates

Melissa Thomas spoke regarding the item.

**V. ACTION ITEM:**

- A. Special Called EDC Board Meeting Minutes - March 10th, 12:00pm

Upon a motion by Board Member Shane Lambert and a second by Vice President Andrew Donaldson, the Board voted seven (7) for and none (0) opposed to approve the Special Called EDC Board Meeting Minutes - March 10th, 12:00pm. The motion carried 7-0.

- B. Consider and act upon a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors. (Satarino)

Upon a motion by Board Member Cody Hunter and a second by Secretary Cindy Peters, the Board voted seven (7) for and none (0) opposed to table until the May 6th Regular EDC Board Meeting, a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors. The motion carried 7-0.

- C. Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas. (Satarino)

Board Member Cody Hunter recused himself during the item.

Upon a motion by Board Member Ryan Wilcox and a second by Vice President Andrew Donaldson, the Board voted six (6) for and none (0) opposed to table until the May 6th Regular EDC Board Meeting, an Economic Development and Performance Agreement Amendment with Methodist Hospitals of Dallas. The motion carried 6-0.

**VI. WORKSESSION:**

A. Discussion regarding Local Business Support Program. (Satarino)

Anthony Satarino spoke regarding the item.

**VII. ADJOURNMENT:**

President Bissett adjourned the meeting at 1:13pm.

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**President**

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**Date**



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EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors - tabled 04/03/2025. (Satarino)

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### Action Requested:

Consider and act upon a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors. (Satarino)

### Background Information:

Historically, the City, CEDC, and Chamber have collaborated on supporting events that attract visitors to Downtown Celina, as well as programs, seminars, and luncheons that benefit Celina businesses. A partnership was formalized through an Economic Development Agreement, executed in February 2025. The purpose of the Agreement is to establish a unified partnership between the CEDC, City, and Chamber.

The CEDC agreed to pay the Chamber \$25,000 annually in exchange for the services below:

- Priority access and top billing for all Chamber initiatives throughout 2025.
- Recognition at every event, including networking events, ribbon cuttings, and special occasions.
- Exclusive “presented by” branding at all our events.
- Social media shoutouts and logo placement on our banner displayed at every event (see attached banner image).
- Website branding.
- Financial reports as requested.
- Twice a year Chamber updates to CEDC Board of Directors.

- 10-15 tickets to any Chamber event.
- 2025 Chamber Prospectus (Exhibit A) provides an annual example of the expected benefits and sponsorships associated with the Top 5 Investor level.
- The CEDC is allowed a mutually agreed upon sitting board member selected by the CEDC Board of Directors. That representative shall coordinate all invites of Chamber events to the CEDC.

**UPDATE:** This item was tabled at the special called EDC Board meeting on April 3rd, 2025.

**Legal Review:**

The CEDC Attorney has reviewed the attached Resolution.

**Supporting Documents:**

1. Action Item B - Appointment of Board Member to Celina Chamber Board
2. Celina EDC - Reso 2025-2R - Appointing Board member to Chamber of Commerce

**Financial Consideration:**

There are no financial obligations being considered at this time.

**Staff Recommendation:**

Staff requests the CEDC Board appoint a sitting Board Member to serve on the Greater Celina Chamber of Commerce Board of Directors.

## Action Items

- B. Consider and act upon a Resolution appointing a member of the Celina Economic Development Corporation Board of Directors to the Greater Celina Chamber of Commerce Board of Directors – tabled 04/03/2025. (Satarino)

# Appointment of CEDC Board Member to Chamber Board

## Background

- At the April 3rd special called EDC Board meeting, this item was tabled until the May 6th regular EDC Board meeting.
- A partnership between the CEDC, City, and Greater Celina Chamber of Commerce was formalized through an Economic Development Agreement, executed by the Parties in February 2025.
- Per the agreement, **the CEDC is allowed a mutually agreed upon board member selected by the CEDC Board of Directors.**
- Staff requests the CEDC Board appoint a sitting Board Member to serve on the Greater Celina Chamber of Commerce Board of Directors.

Questions?

**RESOLUTION NO. 2025-2R**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, APPOINTING A BOARD MEMBER TO SERVE AS A BOARD MEMBER OF THE GREATER CELINA CHAMBER OF COMMERCE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Celina Economic Development Corporation (hereinafter referred to as the “CEDC”), is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, on or about February 11, 2025, the CEDC entered into an Economic Development Agreement with the City of Celina, Texas, and the Greater Celina Chamber of Commerce (the “Agreement”); and

**WHEREAS**, Section 2.4 of the Agreement provides that the CEDC is allowed a mutually agreed upon sitting board member selected by the Board of Directors of the CEDC.

**WHEREAS**, Board of Directors of the CEDC desires to appoint a board member consistent with the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the CEDC and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the CEDC consistent with the terms of the Agreement hereby appoints \_\_\_\_\_ to serve as a Board member of the Greater Celina Chamber of Commerce.

**Section 3.** That the term of the appointment shall commence on the effective date and shall terminate upon the earlier of (i) the expiration or termination of the Agreement or (ii) the cessation of the appointed Board member’s tenure, unless otherwise determined by the Board of Directors.

**Section 4.** This Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Board of Directors of the Celina Economic Development Corporation on this the \_\_\_\_\_ day of May, 2025.

\_\_\_\_\_  
Clint Bissett, President  
Celina Economic Development Corporation



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EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon an Economic Development and Performance Agreement Amendment with Methodist Hospitals of Dallas - tabled 04/03/2025. (Satarino)

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### Action Requested:

Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas. (Satarino)

### Background Information:

In April 2023, Methodist Hospitals of Dallas, the City of Celina, and the Celina Economic Development Corporation (CEDC) entered into an Economic Development Performance Agreement to facilitate the construction and operation of a new medical facility.

The project includes a four-story, 192,000-square-foot acute care hospital featuring 48 beds, four labor and delivery suites, and 16 emergency department beds. Additionally, the development includes a 40,000-square-foot medical office building and 420 surface parking spaces, located at the southeast corner of Dallas Parkway and FM 428.

As part of the agreement, Methodist Hospital committed to obtaining a certificate of occupancy (CO) by March 1, 2025. Additionally, the hospital agreed to open the facility for business by June 1, 2025, and to continue operating and maintaining it throughout the term of the agreement. Methodist Hospital held its Grand Opening on March 13, 2025, under a temporary certificate of occupancy (TCO) while working with the Development Services department to address outstanding site requirements. A TCO is issued by the Development Services department when a building is substantially complete and safe for limited occupancy but still has outstanding work that must be addressed before a final CO can be granted. The issuance of a TCO allows the owner to use or occupy portions of the building while completing the remaining requirements.

Since Methodist Hospital did not receive the final CO by the agreed-upon deadline, they seek to amend the agreement to extend the CO deadline to June 1, 2025, aligning it with the planned facility opening date.

No other changes are being proposed in this amendment.

Following any action from the CEDC Board, this item will go to City Council for action on May 13th, 2025.

**Update:** This item was tabled at the special called EDC Board meeting on April 3rd, 2025 until the regular EDC Board meeting on May 6th, 2025.

**Legal Review:**

The CEDC Attorney has reviewed the attached Amendment.

**Supporting Documents:**

1. Celina EDC - Methodist Hospitals - First Amendment to Economic Development Agreement
2. Action Item C - Amendment to the EDA with Methodist Hospitals of Dallas

**Financial Consideration:**

CEDC agrees to provide a financial incentive to Methodist Hospital in the amount of One Thousand and No/100 Dollars (\$1,000.00) for each Full-Time Equivalent Employment Position created by Methodist Hospital per the original Economic Development and Performance Agreement.

**Staff Recommendation:**

Staff recommends approval.

**FIRST AMENDMENT  
TO  
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into 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”); **METHODIST HOSPITALS OF DALLAS**, a Texas corporation, d/b/a Methodist Health System (hereinafter referred to as “Methodist Hospital”):

**RECITALS:**

**WHEREAS**, on or about April 25, 2023, the City, CEDC and Methodist Hospital entered into the original Economic Development Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to construct and operate a minimum four (4) story, 192,000 square-foot full service acute care hospital generally located at the southeast corner of Dallas Parkway and FM 428, City of Celina, Collin County, Texas; and

**WHEREAS**, the City, CEDC and Methodist Hospital now desire to amend Section 4(c) of the Original Agreement to change the certificate of occupancy date to June 1, 2025.

**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 CEDC and Methodist Hospital agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

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

**SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.**

(a) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is hereby amended to read as follows:

“(c) **Certificate of Occupancy.** Methodist Hospital covenants and agrees to obtain or cause to be obtained by **June 1, 2025**, a certificate of occupancy from the City for the Medical Facility located on the Property.”

**SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment 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 First Amendment 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 First Amendment shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this First Amendment on behalf of the City has full authority to execute this First Amendment and bind the City to the same. CEDC warrants and represents that the individual executing this First Amendment on behalf of the CEDC has full authority to execute this First Amendment and bind the CEDC to the same. Methodist Hospital warrants and represents that the individual executing this First Amendment on Methodist Hospital's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment 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) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the City, CEDC and Methodist Hospital.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

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

**[The Remainder of this Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**CITY:**

**CITY OF CELINA, TEXAS,**  
a Texas home-rule municipality,

By: \_\_\_\_\_  
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: \_\_\_\_\_

**METHODIST HOSPITAL:**

**METHODIST HOSPITALS OF DALLAS,**  
A Texas corporation,

By: \_\_\_\_\_  
James C. Scoggin Jr.,  
Chief Executive Officer

Date Signed: \_\_\_\_\_

## Action Item

- C. Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas – tabled 04/03/2025. (Satarino)

# Methodist Celina – Amendment to EDA

# Background

- At the April 3rd special called EDC Board meeting, this item was tabled until the May 6th regular EDC Board meeting.
- April 2023 - Methodist Hospitals of Dallas, City of Celina, and Celina Economic Development Corporation (CEDC) executed an Economic Development Performance Agreement.
- Southeast corner of Dallas Parkway & FM 428

Action Item



## Action Item

# Project Scope

- Four-story, 192,000 sq. ft. acute care hospital
- 48 inpatient beds, 4 labor & delivery suites, 16 emergency department beds
- 40,000 sq. ft. medical office building
- 420 surface parking spaces

# Amendment Request

## Current Status of Methodist Hospital:

- Grand Opening took place under a temporary certificate of occupancy (TCO) on March 13, 2025.
  - Issued when a building is substantially complete and safe
  - Allows partial occupancy while final site work is completed
- Methodist Hospital did not receive a CO by March 1, 2025
- Still addressing outstanding site requirements

## Request:

- Extend the CO deadline to June 1, 2025
- Aligns with the original facility opening deadline
- No other changes are being considered

## Recommendation:

- Staff recommends approval.

Action Item

Questions?



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EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed \$50,000. (Satarino)

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### Action Requested:

Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed \$50,000. (Satarino)

### Background Information:

The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and Local Dive Collective, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a restaurant and bar retail facility at 501 W. Walnut Street, Suite 100, Celina, Texas, with a minimum of 2,280 square feet. In return, the City and CEDC agree to provide financial assistance totaling up to \$50,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer \$25,000 for Qualified Expenditures, disbursed as follows:

- \$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 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 December 31, 2025, obtain a certificate of occupancy, and maintain a minimum of seven full-time equivalent jobs through December 31, 2027. Additionally, the Developer is required to submit documentation verifying at least \$138,451 in Qualified Expenditures.

Following any action from the CEDC Board, this item will go to City Council for action on May 13th, 2025.

**Legal Review:**

The CEDC Attorney has reviewed the attached Economic Development and Performance Agreement.

**Supporting Documents:**

1. Celina - CEDC - Chapter 380 Agreement and Performance Agreement - Local Dive Collective - Final
2. Action Item D - EDA with Local Dive Collective LLC

**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 **LOCAL DIVE COLLECTIVE, LLC**, a Texas limited liability company (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 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 restaurant and bar development to be generally located at 501 W. Walnut Street, Suite 100, City of Celina, Collin County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the restaurant and bar development to be constructed on the Property, shall consist of a minimum of 2,280 square feet of restaurant and bar space, as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as the "Facility"); 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 Local Dive Collective, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 501 W. Walnut Street, Suite 100, Celina, Texas 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 restaurant and bar development to be constructed on the Property, and consisting of a minimum of 2,280 square feet of restaurant and bar space, 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 501 W. Walnut Street, Suite 100, Celina, Texas 75009.
- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction of the Facility located on the Property, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (m) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

**SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

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

- (a) **Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures related to the construction of Facility located on the Property in a minimum amount of **One Hundred Thirty-Eight Thousand Four Hundred Fifty-One and No/100 Dollars (\$138,451.00) by December 31, 2025.**
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31, 2025**, a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.
- (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 the 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 located on the Property and during the Term of this Agreement Developer covenants and agrees to keep the Facility open during normal operating hours.

- (e) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to employ and maintain a minimum of 7 Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **March 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 **March 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Employment Positions working at the Property. 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.
- (f) **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.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.

**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 **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** 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.** 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 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: Local Dive Collective, LLC  
501 W. Walnut Street, Suite 100  
Celina Texas 75009  
Attn: Katie Dunn, Managing Member  
Telephone: (214) 537-3493

- (h) **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.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120<sup>th</sup> day after the date the City and/or CEDC notifies Developer of the violation.
- (k) **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.

- (l) **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.
- (m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021).
- (o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> 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.
- (p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> 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:**

**LOCAL DIVE COLLECTIVE, LLC,**  
a Texas limited liability company,

By: \_\_\_\_\_  
Katie Dunn, Managing Member  
Date Signed: \_\_\_\_\_

*Exhibit A*

[Depiction of the Facility]



## Action Item

- D. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for and amount not to exceed \$50,000. (Satarino)

# Action Item

## Background

### Concept

Dive Burger & Bar

### Description

A laid-back sports bar offering great burgers, affordable drinks, and great atmosphere—designed to fill the gap in Celina's social and dining scene.

### Ownership/Managing Partners

Local Dive Collective, LLC

- Taylor Witt - LWP
- Katie Dunn – LWP



# Location

501 W Walnut #100

Previously Jimbo's Pizza

Action Item



## Action Item

# Timeline

- February 2025 - Internal staff meeting with Applicant
- February 2025 – Staff received incentive application
- March 2025 – Applicant presented their project to the EDC
- April 2025 – Applicant presented their project to the DTC
  - Commission expressed general support for the concept as it fills a need in Downtown
  - Commission expressed concerns regarding parking and being a disturbance to current tenants
- April 2025 – EDC Staff presented the project and the draft deal point to the EDC Board
- May 2025 – EDC Staff presents the draft agreement for final EDC Board approval

# Incentive Application

## Capital Improvements

\$138,451

## Requested Incentive

\$75,000

Action Item

<b>BUILDING RENOVATION COSTS</b>	<b>\$106,451</b>
BATHROOMS	\$4,552
BAR AREA	\$14,952
MAIN SEATING AREA	\$22,065
PATIO	\$68,532
KITCHEN	\$24,400
TO-GO WINDOW	\$2,450
AWNING	\$1,500
<b>TOTAL START UP COST</b>	<b>\$138,451</b>

# Draft Agreement – Deal Points

## Draft Agreement - Deal Points

- Qualified Expenditures - \$138,451
- Certificate of Occupancy by December 31, 2025
- 7 FTE positions employed at the facility
- City Grant of \$25,000
  - \$12,500 at CO
  - \$12,500 at 1-year anniversary CO
- EDC Grant of \$25,000
  - \$12,500 at CO
  - \$12,500 at 1-year anniversary of CO
- Total City and EDC contribution of \$50,000

Action Item

Questions?



Life Connected.

EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed \$75,000. (Satarino)

---

### Action Requested:

Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed \$75,000. (Satarino)

### Background Information:

The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and Celina Pop, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a louvered pergola consisting of a minimum of 550 square feet and walk-in freezer consisting of a minimum of 200 square feet at 322 W. Walnut Street, Suite 110, Celina, Texas. 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 \$25,000 for Qualified Expenditures, disbursed as follows:

- \$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 City agrees to pay the Developer annual grant payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by the Developer. The City agrees

to contribute a maximum of \$25,000 over the four-year period.

Tax Year	Percentage of Sales and Use Tax Revenue Reimbursed
1	100%
2	100%
3	100%
4	100%

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 April 30, 2026, obtain a certificate of occupancy, and maintain a minimum of 20 full-time equivalent jobs through the term of the agreement. Additionally, the Developer is required to submit documentation verifying at least \$220,000 in Qualified Expenditures consisting of \$160,000 for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of \$60,000 for the walk-in freezer related infrastructure improvements by April 30, 2026.

Following any action from the CEDC Board, this item will go to City Council for action on May 13th, 2025.

**Legal Review:**

The CEDC Attorney has reviewed the attached Economic Development and Performance Agreement.

**Supporting Documents:**

1. Celina EDC - Chapter 380 Agreement and Performance Agreement - Celina Pop LLC\_signed by developer
2. Action Item E - EDA with Celina Pop LLC

**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 **CELINA POP LLC**, a Texas limited liability company (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 covered outdoor patio consisting of a louvered pergola and walk-in freezer (hereinafter referred to as the "Qualified Expenditures") for the expansion of the restaurant development to be generally located at 322 W. Walnut Street, Suite 110, Celina, Texas (hereinafter referred to as the "Property"); 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 **April 30, 2030**, 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 Celina Pop LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1627 Lilac Ln, Celina Texas 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 expansion of the Celina Pop restaurant development constructed on the Property, and consisting of a minimum of **550** square feet of patio space and **200** square feet of walk-in freezer space, 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 322 W. Walnut Street, Suite 110, Celina, Texas 75009.
- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or installation of a covered outdoor patio consisting of a louvered pergola and infrastructure improvements related to the walk-in freezer installed on the

Property, as depicted in *Exhibit B* of this Agreement, and those expenses 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).
- (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) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property, as depicted in *Exhibit B* of this Agreement, in a minimum amount of **Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00)**, consisting of a minimum of **One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00)** for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of **Sixty Thousand and No/100 Dollars (\$60,000.00)** for the walk-in freezer related infrastructure improvements by **April 30, 2026**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **April 30, 2026**, a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.
- (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 by **April 30, 2026**, and through the Term of this Agreement. Further, Developer covenants and agrees to keep the Facility open during normal operating hours.
- (e) **Reporting of Sales and Use Tax; Type A Sales and Use Tax Revenue; Mixed-Beverage Sales Tax.** 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, and mixed-beverage sales tax and mixed-beverage gross receipts tax as a result of the operation of the Facility 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 **May 1, 2026**, for the reporting period of **January 1, 2026 to March 31, 2026**, and quarterly thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees by **April 30, 2026**, and during the Term of this Agreement to employ and maintain a minimum of **20** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **July 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 **July 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. 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) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the “Prohibited Uses”).
- (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 **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** 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) **Program Grant Payments.**
  - (1) **Sales and Use Tax.** The City covenants and agrees to pay Developer Program Grant Payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by Developer to the City pursuant to Section 4(e) of this Agreement. Such payments shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and received by the City from the State Comptroller’s office less the State Comptroller’s administrative

fee. The Program Grant Payments shall be based upon the following percentages:

<b>Tax Year</b>	<b>Percentage of Sales and Use Tax Revenue Reimbursed</b>
<b>1</b>	<b>100%</b>
<b>2</b>	<b>100%</b>
<b>3</b>	<b>100%</b>
<b>4</b>	<b>100%</b>

The City covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for each year; and (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the City to make payment from revenue sources other than from the Sales and Use Tax revenue. In no event shall the aggregate total of Sales and Use Tax provided by this Section 5(b)(1) of this Agreement by City to Developer exceed **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**.

- (c) **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 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 (b) 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.



Attn: Michael McGowan, Owner  
Telephone: 469-364-0557

- (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 120<sup>th</sup> 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, 87<sup>th</sup> 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, 87<sup>th</sup> 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, 87<sup>th</sup> 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

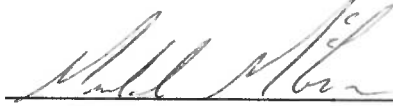
**CEDC:**

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

By: \_\_\_\_\_  
Clint Bissett, President  
Date Signed: \_\_\_\_\_

**DEVELOPER:**

**CELINA POP LLC,**  
a Texas limited liability company,

By:  \_\_\_\_\_  
Michael McGowan, Owner  
Date Signed: 4.30.25

*Exhibit A*

[Depiction of the Facility]



**Exhibit B**

[Qualified Expenditures]

## Scope & Cost

Product or Service	Amount
Patio Cover	101.400
Motorized Shade	33.657
Concrete Work	4.200
Stairway Remodel	14.875
Back Structure	34.710
Plumbing Work	19.750
Electrical Work	10.890
Fence Work	1.450
<b>TOTAL: 220,932.00</b>	

## Action Items

- E. Consider and act upon a Chapter 380 Economic Development and Performance Agreement Celina Pop, LLC; for an amount not to exceed \$75,000. (Satarino)

## Action Item

# Timeline

- February 2025 – Staff received incentive application
  - Heyday presented their project to CEDC Board
- March 2025 – Heyday presented their project to the DTC
  - There was general discussion regarding the requested amount but overall support for the project
  - Comments:
    - Patio sets a tone for Downtown experience (Gateway to the Square)
    - The vision was appreciated and fits the Downtown Master Plan
    - Helps cater to larger groups
    - Commission had questions regarding signage and accessibility
- March 2025 – EDC Staff presented the updated incentive request to the EDC Board
- April 2025 – EDC Staff presented the Patio Enhancement Policy and incentive structure
- May 2025 – EDC Staff presents the draft agreement for final EDC Board approval

## Scope of Work

### Walk-in Coolers

- Demolition of existing base wall as per project specifications.
- Utilize the existing slab for the new walk-in cooler area.
- Match the original brick design of the existing building to maintain aesthetic coherence.

### Pergola Installation

- Supply and install a weather-resistant pergola on the front and west side
- Include roll-down screens for optimal weather protection and privacy.

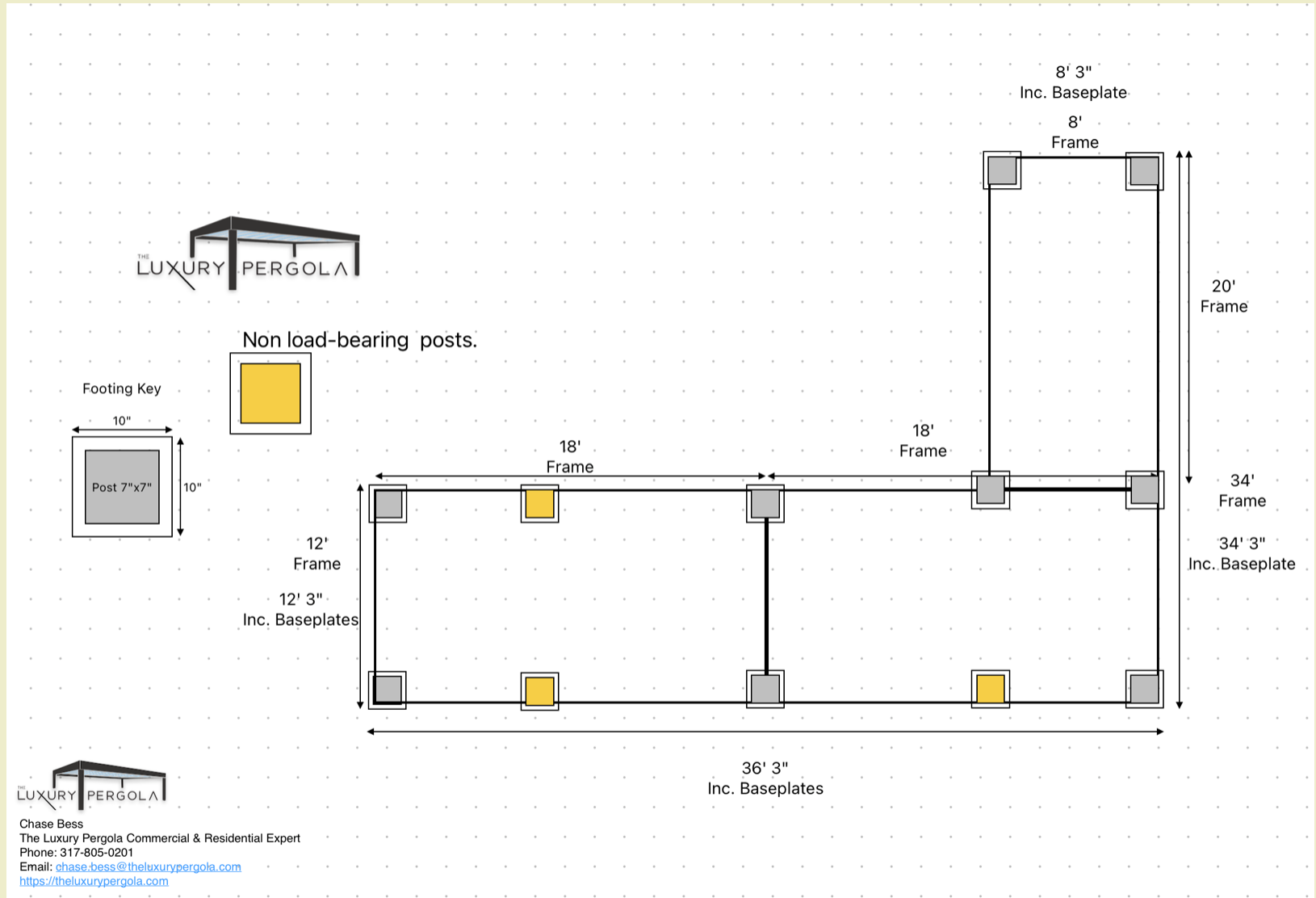
### Electrical Work

- All necessary electrical installations, including heaters and lighting fixtures as specified in the design provided.



# Exhibit A of the Agreement

Action Item



# Exhibit A of the Agreement

Action Item



# Exhibit B of the Agreement

Product or Service	Amount
Patio Cover	101.400
Motorized Shade	33.657
Concrete Work	4.200
Stairway Remodel	14.875
Back Structure	34.710
Plumbing Work	19.750
Electrical Work	10.890
Fence Work	1.450

Total: \$220,932

Action Item

## Action Item

# Requested Incentive

## Capital Improvements

- \$220,000 (70% in patio improvements, 30% in freezer expansion)

## Requested Incentive

- \$150,000

## Current Annual Sales Projection

- \$600,000 in food (sales tax)
- \$1,200,000 in mixed-beverage (MB tax)

## Annual Sales Projections at Completion

- Projecting 25% increase in sales with increased capacity at project completion
  - \$750,000 in food (sales tax)
  - \$1,500,000 in mixed-beverage (MB tax)

## Action Item

# Draft Agreement - Deal Points

## Draft Agreement – Deal Points

- Capital Expenditures - \$220,000
  - \$160,000 in Patio Improvements
  - \$60,000 in walk-in freezer addition
- Downtown Patio Enhancement Policy
  - Maximum City contribution \$25,000
  - Maximum EDC contribution \$25,000
- Infrastructure Grant for freezer addition
  - City contribution of \$25,000
    - 100% reimbursement of the City's 1% sales tax
    - Maximum reimbursement at \$25,000 or 4 years (whichever comes first)
    - Estimate to hit \$25,000 in reimbursement in 3.3 years
- Total City and EDC contribution of \$75,000 (34% of capital costs)

Questions?



Life Connected.

EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino)

---

### Action Requested:

Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino)

### Background Information:

City Council and the CEDC Board of Directors recently approved the 2025-2028 Economic Development Strategic Framework, which identifies Small Business Ecosystems as a key focus area. A central component of this strategy is the creation of the Local Business Support Program (LBSP)—a comprehensive initiative focused on strengthening the local business community, enhancing entrepreneurial success, and fostering long-term economic vitality across Celina.

Led by the Director of Community Development & Downtown Service, LBSP is currently in development and will be built in phases, beginning with a collaborative planning process. At the heart of the program is a commitment to providing tailored resources, educational opportunities, strategic mentorship, and direct consulting support to Celina’s small business owners. The program will also work to cultivate meaningful partnerships with the Chamber of Commerce, Downtown Commission, and other key stakeholders to ensure alignment and shared impact.

Over the past several months, CEDC Staff has received increasing interest from downtown businesses seeking assistance with patio enhancements. This surge in inquiries has prompted the development of a new initiative that is and expedited part of the LBSP — the Downtown Patio Enhancement Policy (DPEP). The DPEP provides a structured grant program to help existing downtown businesses expand their operations through outdoor patio spaces. Aimed at boosting economic development, pedestrian activity, and placemaking, the policy offers up to \$50,000 in

matching, performance-based grants per project, with eligibility and funding decisions based on business performance, design quality, and potential community impact. The program includes a formal application and review process, ensures compliance with safety and design standards, and aligns with broader downtown revitalization and tourism goals. The DPEP complements existing programs available to downtown businesses, including Façade Grants, the Neighborhood Empowerment Zone (NEZ), the Tax Increment Reinvestment Zone (TIRZ), and live music grants. Together, these initiatives provide a comprehensive support system for business growth and downtown enhancement.

Staff will present additional details regarding eligibility, funding structure, and application requirements during the meeting, as outlined in the attached policy being considered for adoption. This policy is scheduled to go to City Council for action on May 13th, 2025.

**Legal Review:**

The CEDC Attorney has reviewed the attached Policy and Resolution.

**Supporting Documents:**

- 1. Celina EDC - Reso 2025- \_R - Approving Downtown Patio Enhancement Policy
- 2. Action Item F - Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy

**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 A TEXAS NON-PROFIT CORPORATION, ADOPTING AND APPROVING A DOWNTOWN PATIO ENHANCEMENT POLICY, ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS,** the Celina Economic Development Corporation (hereinafter referred to as the “CEDC”) is a Type A economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS,** the CEDC hereby adopts and approves a “Downtown Patio Enhancement Policy,” a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the CEDC and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the CEDC do hereby approve adopt and approve the “Downtown Patio Enhancement Policy,” a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes.

**DULY RESOLVED** by the Board of Directors of the Celina Economic Development Corporation, on this the \_\_\_\_\_ day of May, 2025.

\_\_\_\_\_  
Clint Bissett, President

**ATTEST:**

\_\_\_\_\_  
Cindy Peters, Secretary

*Exhibit A*

[Downtown Patio Enhancement Policy]

# Downtown Patio Enhancement Policy

City of Celina, Texas · Celina Economic Development Corporation

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## 1. Purpose & Objectives

The purpose of this policy is to establish a standardized framework for evaluating and supporting historic downtown business merchants seeking to expand their place of business by adding patio space. Patio space refers to an outdoor area adjacent to or associated with a business, typically a restaurant, café, or retail establishment, that is designed for public or customer use. This space may include seating, tables, decorative elements, landscaping, and other features that enhance the pedestrian experience and contribute to the vibrancy of the downtown environment. Patio spaces should be well-maintained, accessible, and compliant with all applicable zoning, safety, and design guidelines established by the city. This initiative aims to:

- Strengthening economic development by enhancing business sales and foot traffic.
  - Promote an indoor/outdoor experience for patrons, encouraging a vibrant downtown.
  - Encourage placemaking efforts that contribute to the historic and aesthetic appeal of downtown.
  - Provide structured financial assistance opportunities based on business performance and economic impact.
  - Serve as a component of the Downtown Improvement Program (DIP) toolbox, fostering a dynamic downtown environment.
- 

## 2. Eligibility Criteria

Businesses seeking support for patio expansion must meet the following criteria:

- Be located within the designated Downtown District boundary, with the potential for boundary expansion as interest in the program grows.
  - In most cases, this funding policy will focus on existing businesses or buildings within the designated boundary and will generally not apply to new construction, unless an exception is determined based on program goals and economic impact.
  - Hold a valid business license and be in good standing with the city (no outstanding violations or code enforcement issues).
  - Have been in operation for a minimum of 12 months with demonstrated financial stability; if not eligible for a façade grant.
  - Provide a business plan detailing how the patio will enhance operations, customer experience, and economic impact.
- 

## 3. Standardized Assessment Framework

Applications for patio enhancement will be assessed based on the following:

### 3.1 Business Performance Metrics

- **Sales Tax Revenue Generation** – Businesses must demonstrate year-over-year growth or steady sales performance.
- **Employment Growth** – The business should show job creation or sustained employment levels.
- **Community Engagement & Events** – Preference is given to businesses that contribute to downtown events or partnerships.

### 3.2 Patio Design & Compliance

- Patio designs must comply with ADA accessibility requirements, city codes, and historic district design standards.
- Designs must be reviewed and/or approved by the city's Downtown Commission and Design Review Committee.
- Safety considerations, including fire code compliance, must be incorporated.

### 3.3 Economic Impact Potential

- Projected increase in foot traffic and customer engagement.
- Positive impact on neighboring businesses.
- Potential to attract visitors and tourism.

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## 4. Funding Mechanisms & Contribution Model

Financial assistance for patio enhancements will be structured as follows:

### 4.1 City & EDC Contribution Model

- The policy allows for a maximum combined contribution per project of \$50,000 from both the City and Economic Development Corporation (EDC) in the form of reimbursable grants.
- The maximum number of projects funded each year is dependent upon funding allocated and approved in the annual fiscal year budget.

### 4.2 Matching Grants

- Up to 50% of eligible patio enhancement costs may be covered, with a **cap of \$50,000 per project** (combined City & EDC funds).
- The business applying for the grant will be required to provide a minimum contribution equal to a one-to-one match.

### 4.3 Performance-Based Incentives

- Additional funding considerations may be provided based on sales tax revenue increases post-expansion.
- Priority is given to businesses investing in sustainability features (e.g., green infrastructure, stormwater management).

## **5. Application & Approval Process**

### **Step 1: Preliminary Consultation**

Business owners must schedule a consultation with the City Economic Development Department to discuss project scope, funding options, and compliance requirements.

### **Step 2: Submission of Application**

Applications will open on September 1<sup>st</sup> and must be submitted by December 1<sup>st</sup>. Applicants must submit:

- A detailed project proposal (renderings, dimensions, materials, etc.).
- A business performance report covering at least the past 12 months.
- A budget breakdown and funding request.

### **Step 3: Review & Approval**

Applications will be reviewed by a Patio Review Committee, consisting of:

- City Economic Development Staff
- Historic District Representative
- Municipal Planning & Zoning Officials
- Downtown Commission Member

Approval is based on business impact, design feasibility, street life enhancement, visibility and funding availability.

### **Step 4: Implementation & Compliance Monitoring**

- Approved projects must begin construction within 6 months of approval.
  - City inspections will ensure compliance with building codes & historic district guidelines.
- 

## **6. Additional Considerations**

### **6.1 Public Safety & Liability**

- Businesses must provide proof of liability insurance covering the patio expansion.
- Compliance with alcohol service regulations (if applicable).

### **6.2 Seasonal & Temporary Patio Options**

- The city may explore seasonal permits for temporary patios, allowing businesses to test feasibility before committing to permanent expansion.

### **6.3 Integration with Broader Economic Development Goals**

- This policy aligns with the city’s Comprehensive Downtown Revitalization Plan and Tourism & Business Growth Strategies.

#### **6.4 Case-by-Case Projects**

- Projects that do not offer an immediate economic benefit but enhance downtown aesthetics will be considered on a case-by-case basis.

### **7. Policy Review & Amendments**

- The policy will be reviewed annually to assess its impact and effectiveness.
- Adjustments may be made based on feedback from businesses, city staff, and downtown stakeholders.
- Expansion of the Downtown District boundary will be considered as program interest grows.

## Action Items

- F. Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino)



# Local Business Support Program

# **Downtown Patio Enhancement Policy**

## **Downtown Patio Enhancement Policy**

**The purpose of this policy is to establish a standardized framework for evaluating and supporting historic downtown business merchants seeking to expand their place of business by adding patio space. This initiative aims to:**

- Strengthen economic development by enhancing business sales and foot traffic.**
- Promote an indoor/outdoor experience for patrons, encouraging a vibrant downtown.**
- Encourage placemaking efforts that contribute to the historic and aesthetic appeal of downtown.**
- Provide structured financial assistance opportunities based on business performance and economic impact.**

## **Downtown Patio Enhancement Policy**

**Businesses seeking support for patio expansion must meet the following criteria:**

- **Be located within the designated Patio Commons and Entertainment Districts as identified in the Downtown Master Plan.**
- **Hold a valid business license and be in good standing with the city (no outstanding violations or code enforcement issues).**
- **Have been in operation for a minimum of 12 months with demonstrated financial stability.**
  - **Businesses that have not operated for a minimum of 12 months are most likely eligible for the Façade Grant**
- **Provide a business plan detailing how the patio will enhance operations, customer experience, and economic impact.**

# Downtown Patio Enhancement Policy

## Business Performance Metrics

- Applicant must prove:
  - Increased sales tax revenue generation
  - Employment growth or sustained employment
  - Community engagement and events

# Downtown Patio Enhancement Policy

## Funding and Contribution Model

- Maximum of \$50,000 from City and CEDC
- Up to 50% of capital costs covered
- Number of projects subject to annual budgetary allocation
- Applicant must agree to one-to-one matching grant
- Performance-based incentives for additional sales tax generation

# Downtown Patio Enhancement Policy

1

## Preliminary Consultation

- 1.CEDC
- 2.Development Services

2

## Submission of Application

- 1.Detailed project proposal
- 2.Performance Report (Preceding 12 months)
- 3.Project Capital Costs
- 4.Incentive Request

3

## Review

- Development Services
- Downtown Commission
- CEDC
- City Council

4

## Implementation & Compliance

- Approved projects must commence construction within 6 months of approval
- City Inspections will ensure compliance with building codes

# Downtown Patio Enhancement Policy

- Questions answered:
  - Is new construction eligible?
    - **No, but new construction IS eligible for Façade Grants.**
  - Are only restaurants eligible?
    - **No, all businesses are eligible but must prove an enhancement to downtown aesthetics and community engagement.**
  - Are the business' hours of operation considered?
    - **Yes, hours of operation that coincide with high traffic patterns indicates increased sales tax revenue, employment growth, or community engagement.**

# Downtown Patio Enhancement Policy

## Policy Review and Amendments

- Annual policy review for effectiveness
- Adjustments based on business and city feedback
- Expansion of district boundaries as interest grows

# Local Business Support Program – Next Steps

## EDC Next Steps

- May EDC Board
  - Downtown Patio Enhancement Policy for adoption
  - One-on-one business consultant for adoption
- May City Council
  - Downtown Patio Enhancement Policy for adoption
  - One-on-one business consultant for adoption
  - Appointment of LBSP Ad Hoc Committee

Questions?



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EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Anthony Satarino, Executive Director of Economic Development  
CC:  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Consider and act upon a Resolution authorizing the Executive Director to execute a professional services agreement for an amount not to exceed \$49,000. (Satarino)

---

### Action Requested:

Consider and act upon a Resolution authorizing the Executive Director to execute a professional services agreement for an amount not to exceed \$49,000.

### Background Information:

In March 2025, the City Council and the CEDC Board of Directors adopted the 2025–2028 Economic Development Strategic Framework, which identifies Small Business Ecosystems as a central focus area. A cornerstone initiative of this strategy is the Local Business Support Program (LBSP)—a comprehensive, multi-phase effort to enhance entrepreneurial success and strengthen the long-term vitality of Celina’s small business community.

In response to growing concerns voiced by small business owners about operational and financial challenges, the CEDC has accelerated its one-on-one business consulting initiative within the LBSP. To meet this need, staff propose entering into a contract with a dedicated small business consultant who will:

- Provide personalized technical assistance;
- Guide businesses on marketing and promotional strategies;
- Offer financial and operational planning support;
- Connect businesses to critical resource networks.

This consultant will play a pivotal role in the early success of the LBSP and help build the foundation for scalable, long-term programming.

Additionally, the Executive Director will present a policy at a future date for the fair distribution of assistance and consult with both the City Council and the CEDC Board of Directors prior to delivering any direct assistance to individual businesses.

**Legal Review:**

The CEDC Attorney has reviewed the attached Resolution.

**Supporting Documents:**

1. Celina EDC - Reso 2025- \_\_\_\_ R - Approving Professional Services Contract
2. Action Item G - Consider and act upon a Resolution authorizing the Executive Director to execute a professional services agreement for an amount not t

**Financial Consideration:**

The attached Resolution authorizes the Executive Director to execute a professional services agreement for an amount not to exceed \$49,000.

**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 A TEXAS NON-PROFIT CORPORATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00).**

**WHEREAS**, the Celina Economic Development Corporation (hereinafter referred to as the “CEDC”) is a Type A economic development corporation created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, the City Council and the CEDC Board of Directors recently approved the 2025–2028 Economic Development Strategic Framework, which outlines a focused commitment to advancing Celina’s economy through targeted initiatives, including Small Business Ecosystems as a primary area of emphasis; and

**WHEREAS**, a cornerstone initiative of this strategic framework is the creation of the Local Business Support Program (LBSP)—a comprehensive program designed to strengthen the local business community, enhance entrepreneurial success, and foster long-term economic vitality throughout Celina; and

**WHEREAS**, the LBSP, led by the Director of Community Development & Downtown Services, will be developed in phases, beginning with a collaborative planning process involving key stakeholders such as the Chamber of Commerce, Downtown Commission, and others; and

**WHEREAS**, to support the successful launch and development of the LBSP, the CEDC seeks to engage professional consulting services to assist in planning, design, and implementation efforts, including the provision of tailored resources, educational opportunities, strategic mentorship, and direct consulting support for Celina’s small business community; and

**WHEREAS**, the Executive Director will provide the City Council and CEDC Board of Directors with a policy for fair distribution of assistance; and

**WHEREAS**, the Executive Director will consult the City Council and CEDC Board of Directors before delivering assistance to any local business; and

**WHEREAS**, the Board of Directors of the CEDC finds that entering into a professional services agreement to support this work is in the best interest of the Corporation and the community it serves.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**Section 1.** The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact and a part of this Resolution.

**Section 2.** The Board of Directors of the CEDC hereby authorizes the Executive Director to execute a professional services agreement in support of the Local Business Support Program (LBSP), for an amount not to exceed Forty-Nine Thousand and No/100 Dollars (\$49,000.00), and to take any and all actions necessary to implement the intent of this Resolution.

**DULY RESOLVED** by the Board of Directors of the Celina Economic Development Corporation, on this the \_\_\_ day of May, 2025.

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Clint Bissett, President

**ATTEST:**

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Cindy Peters, Secretary

## Action Items

- G. Consider and act upon a Resolution authorizing the Executive Director to execute a professional services agreement for an amount not to exceed \$49,000.



# Local Business Support Program

# Local Business Support Program

- The Local Business Support Program (LBSP) will be a comprehensive toolbox for all local businesses.
- LBSP is currently in development and will be built in phases, beginning with a collaborative planning process.
- At the heart of the program is a commitment to providing tailored resources, educational opportunities, strategic mentorship, and direct consulting support to Celina's small business owners.

# Expediated

## Initiatives

### One-on-One Business Consulting

- Consultant
- May/June/July

### Community Engagement & Advocacy

- Patio Enhancement  
Policy/Program

# One-on-One Business Consulting

# One-on-One Business Consulting

- In recent months, the EDC has received increasing input from small business owners expressing concern over a range of operational and financial challenges
- The One-on-One business consulting initiative of the Local Business Support Program (LBSP) has been expediated as a result
- This Resolution authorizes the EDC to execute a contract with a small business consultant
- The selected consultant will work directly with small business owners to provide personalized technical assistance, marketing and promotional assistance, financial support, strategic planning, and access to relevant resource networks

## Questions Answered

- **How will a business be identified as a potential candidate?**
  - **An application will be posted to the CEDC website that businesses can access and submit to CEDC Staff.**
- **Who will select the businesses that receive assistance?**
  - **CEDC Staff will consult the City Council and CEDC Board of Directors for approval to assist an identified business.**
- **Will the applications be open for a specified time period?**
  - **No, applications will be accepted year around. Businesses can face unexpected challenges. The application should be available to allow CEDC Staff to react promptly.**

# Local Business Support Program – Next Steps

## EDC Next Steps

- May EDC Board
  - Downtown Patio Enhancement Policy for adoption
  - One-on-one business consultant for adoption
- May City Council
  - Downtown Patio Enhancement Policy for adoption
  - One-on-one business consultant for adoption
  - Appointment of LBSP Ad Hoc Committee



**Questions?**



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EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Josh McCarroll  
CC: Anthony Satarino, Executive Director of Economic Development  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Discussion regarding a FY 2025 budget update. (Satarino)

---

### Action Requested:

There is no action requested.

### Background Information:

The attached FY 25 budget updates show the current EDC sales tax revenue FYTD, the current financial position of the EDC as of April 2025, working capital update, estimated year-end revenues and expenses, and a FY 26 budget process timeline.

#### EDC Sales tax revenue FYTD

December - \$237,868.54

January - \$231,425.53

February - \$316,491.46

March - \$199,508.05

April - \$194,684.44

#### Current financial position of the EDC as of April 2025

The attached presentation includes the current P&L as of April 2025.

#### Working capital update

Start of year Working Capital - \$3,533,145.00

Working Capital as of March 31, 2025 - \$4,174,792.06

#### Estimated year-end revenues and expenses

The attached presentation provides the budget approved, budget amended (01/07/2025), and budget estimated revenues for FY 25. The presentation also includes the estimated FY 25 ending expense accounts that are over and under budget.

#### FY 26 budget process timeline

April 2025 - EDC Staff met with CMO to discuss FY 26 budget

May 2025 - EDC Staff will continue to track revenues and expenses for year-end estimates for FY 25

June 2025 - EDC Staff will begin drafting FY 26 budget

July 2025 - EDC Board will review the draft FY 26 budget

August 2025 - EDC Board approves FY 26 budget

September 2025 - City Council approves FY 36 budget

**Legal Review:**

There is no legal review needed at this time.

**Supporting Documents:**

1. Worksession item A - Discussion regarding a FY 2025 budget update

**Financial Consideration:**

There are no financial considerations at this time.

**Staff Recommendation:**

This item is for discussion only.

# Worksession

A. Discussion regarding a FY 2025 budget update. (Satarino)

# Sales Tax Revenues

## Sales tax revenue FYTD

- **\$237,868.54** – December 2024
  - For sales made in October 2024
  - **28.02%** increase from previous year
- **\$231,425.53** – January 2025
  - For sales made in November 2024
  - **6.25%** increase from previous year
- **\$316,491.46** – February 2025
  - For sales made in December 2024
  - **38.87%** increase from previous year
  - Includes an outlier audit payment from Home Depot for incorrectly accounted for sales tax from online sales from 2019-2023.

Approximate audit payment of \$24,824.55

# Sales Tax Revenues - Continued

## Sales tax revenue FYTD

- **\$199,508.05** – March 2025
  - For sales made in January 2025
  - **14.04%** increase from previous year
- **\$194,684.44** – April 2025
  - For sales made in February 2025
  - **7.84%** increase from previous year

Worksession

# Current Financial Position – April 2025

## Income

- Only includes sales tax revenue from December – March (sales from October – January)
- Miscellaneous revenue consists of sponsorships received from events

	<u>2025 Actual</u>	<u>2025 Budget</u>	<u>Budget +/-</u>	<u>% of Over/Under</u>	<u>% of Rev Actual</u>	<u>% of Rev Bud</u>
Income						
REVENUE						
4100 · SALES TAX REVENUE	985,293.54	2,563,450	-1,578,156	-61.56%	94.13%	97.90%
4401 · CONTRA SALES TAX	-21,863.72	-30,000	8,136	-27.12%	-2.09%	-1.15%
4400 · INTEREST INCOME*	58,486.22	80,000	-21,514	-26.89%	5.59%	3.06%
4799 · MISCELLANEOUS REVENUE	24,808.57	5,000	19,809	396.17%	2.37%	0.19%
<b>Total REVENUE</b>	<b>1,046,725</b>	<b>2,618,450</b>	<b>-1,571,725</b>	<b>-60.03%</b>	<b>100.00%</b>	<b>100.00%</b>
<b>Total Income</b>	<b>1,046,725</b>	<b>2,618,450</b>	<b>-1,571,725</b>	<b>-60.03%</b>	<b>100.00%</b>	<b>100.00%</b>

# Current Financial Position – April 2025

## Expenses

- Includes expenses from Payroll, Legal & Professional Services, and Utilities

Expense	2025 Actual	2025 Budget	Budget +/-			
<b>PAYROLL</b>						
6100 · SALARIES	264,280.07	573,849	-309,569	-53.95%	25.25%	21.92%
6150 · P/R TAX EXPENSE	20,248.55	46,363	-26,114	-56.33%	1.93%	1.77%
6151 · SUTA	135.01	2,353	-2,218	-94.26%	0.01%	0.09%
6154 · GROUP HEALTH INSURANCE	18,520.06	93,104	-74,584	-80.11%	1.77%	3.56%
6156 · RETIREMENT-TMRS	35,994.88	81,211	-45,216	-55.68%	3.44%	3.10%
6165 · PERFORMANCE INCENTIVE	0	25,000	-25,000	-100.00%	0.00%	0.95%
6168 · CAR ALLOWANCE	2,769.30	4,800	-2,031	-42.31%	0.26%	0.18%
<b>Total PAYROLL</b>	<b>341,948</b>	<b>826,679</b>	<b>-484,731</b>	<b>-58.64%</b>	<b>32.67%</b>	<b>31.57%</b>
<b>LEGAL &amp; PROFESSIONAL SERVICES</b>						
6200 · ACCOUNTING SERVICES	6,125.00	12,000	-5,875	-48.96%	0.59%	0.46%
6230 · LEGAL	11,839	30,000	-18,161	-60.54%	1.13%	1.15%
6230 · AUDIT	0	6,000	-6,000	-100.00%	0.00%	0.23%
<b>Total LEGAL &amp; PROFESSIONAL SERVICES</b>	<b>17,964</b>	<b>48,000</b>	<b>-30,036</b>	<b>-62.57%</b>	<b>1.72%</b>	<b>1.83%</b>
<b>UTILITIES</b>						
6502 · CELL PHONES	1,384.50	420	965	229.64%	0.13%	0.02%
6520 · UTILITIES	0.00	5,430	-5,430	-100.00%	0.00%	0.21%
6550 · OFFICE RENT	0.00	76,053	-76,053	-100.00%	0.00%	2.90%
<b>Total UTILITIES</b>	<b>1,385</b>	<b>81,903</b>	<b>-80,518</b>	<b>-98.31%</b>	<b>0.13%</b>	<b>3.13%</b>

# Current Financial Position – April 2025

## Expenses

- Includes expenses from General & Administrative

GENERAL & ADMINISTRATIVE	2025 Actual	2025 Budget	Budget +/-			
6311 · SOFTWARE	28,106.00	35,226	-7,120	-20.21%	2.69%	1.35%
6601 · EQUIPMENT RENTAL	894.12	3,060	-2,166	-70.78%	0.09%	0.12%
6610 · COMPUTER HARDWARE	0.00	8,000	-8,000	-100.00%	0.00%	0.31%
6620 · OFFICE SUPPLIES	4,162.87	12,000	-7,837	-65.31%	0.40%	0.46%
6626 · POSTAGE	6.75	1,500	-1,493	-99.55%	0.00%	0.06%
6629 · GENERAL INSURANCE	0.00	1,000	-1,000	-100.00%	0.00%	0.04%
6650 · MEMBERSHIP, DUES & SUBSCRIPTION	4,495.16	15,000	-10,505	-70.03%	0.43%	0.57%
6662 · TRAINING, SCHOOLS, & SEMINARS	12,508.67	15,000	-2,491	-16.61%	1.20%	0.57%
6670 · TRAVEL & LODGING	16,227.58	25,000	-8,772	-35.09%	1.55%	0.95%
6675 · MEALS & ENTERTAINMENT	2,255.74	20,000	-17,744	-88.72%	0.22%	0.76%
6676 · MARKETING EVENTS	42,429.36	50,000	-7,571	-15.14%	4.05%	1.91%
6677 · MAKETING/ADVERTISING**	137,378.53	256,345	-118,966	-46.41%	13.12%	9.79%
6678 · MARKETING DOWNTOWN	26,157.90	45,000	-18,842	-41.87%	2.50%	1.72%
6680 · INCENTIVES	85,000.00	270,000	-185,000	-68.52%	8.12%	10.31%
6685 · SPECIAL PROJECTS	81,210.34	100,000	-18,790	-18.79%	7.76%	3.82%
6687 · BUSINESS RETENTION	9,294.22	20,000	-10,706	-53.53%	0.89%	0.76%
<b>Total GENERAL &amp; ADMINISTRATIVE</b>	<b>450,127</b>	<b>877,131</b>	<b>-427,004</b>	<b>-48.68%</b>	<b>43.00%</b>	<b>33.50%</b>

# Current Financial Position – April 2025

## Expenses

- Includes expenses from Other Uses & Transfers

	<u>2025 Actual</u>	<u>2025 Budget</u>	<u>Budget +/-</u>			
<b>OTHERS USES &amp; TRANSFERS</b>						
6950 · DEBT SERVICE	219,681.03	594,137	-374,456	-63.03%	20.99%	22.69%
6995 · TRANSFERS TO CHAMBER	25,000.00	25,000	0	0.00%	2.39%	0.95%
7100 · DOWNTOWN TIRZ #1	0.00	100,000	-100,000	-100.00%	0.00%	3.82%
7200 · PURCHASE OF LAND	0.00	2,000,000	-2,000,000	-100.00%	0.00%	76.38%
7500 · IN-KIND TRANSFER OUT CITY	7,500.00	30,000	-22,500	-75.00%	0.72%	1.15%
<b>Total OTHERS USES &amp; TRANSFERS</b>	<u>252,181</u>	<u>2,749,137</u>	<u>-2,496,956</u>	<u>-90.83%</u>	<u>24.09%</u>	<u>104.99%</u>

# Current Financial Position – April 2025

## Working Capital

October 1, 2024 - **\$3,533,145.00**

March 31, 2025 - **\$4,174,792.06**

# Estimated Year-End Financials

## Estimated FY 25 Ending Sales Tax Revenue

<u>Budget Approved</u>	<u>Budget Amended</u>	<u>Budget Estimated</u>
\$2,563,450.00	\$2,563,450.00	<b>\$2,772,368.21</b>

- Contra Sales Tax
  - Budget Amended – (\$30,000.00)
  - Budget Estimate – **(\$21,863.00)**

## Estimated FY 25 Ending Expense Changes (over budget)

- Cell Phones
  - Budget Approved- \$420
  - Budget Estimated - **\$964.50**
- Training, Schools & Seminars
  - Budget Approved - \$15,000
  - Budget Estimated - **\$25,000**
- Travel & Lodging
  - Budget Approved- \$25,000
  - Budget Estimated - **\$30,000**

Worksession

# Estimated Year-End Financials – Continued

## Estimated FY 25 Ending Expense Changes (over budget)

- Marketing Downtown
  - Budget Approved - \$45,000
  - Budget Estimated - **\$61,971.91**
- Incentives
  - Budget Amended - \$270,000
  - Budget Estimated - **\$210,000**
  - \*based on estimate incentive payout schedule
- Property Taxes
  - Budget Approved - \$0
  - Budget Estimated - **\$27,063.59**
  - \*based on prorated property taxes due on EDC land purchase from 2024
- The total amount of expenses approved by the budget amendment on 01/07/2025 of **\$4,582,849.59** will not change. Therefore, no budget amendment is needed.

Worksession

# FY 26 Budget Timeline

April 2025

- EDC Staff met with CMO to discuss FY 26 budget

May 2025

- EDC staff will continue to track revenues and expenses for year-end estimates for FY 25

June 2025

- EDC Staff will begin drafting FY 26 budget

July 2025

- EDC Board to review FY 26 budget

August 2025

- EDC Board approves FY 26 budget

September 2025

- City Council approves FY 26 budget

Questions?



Life Connected.

EDC  
City of Celina, Texas

## Memorandum

To: **Celina Economic Development Corporation Board of Directors**  
From: Josh McCarroll  
CC: Anthony Satarino, Executive Director of Economic Development  
Initiated Economic Development Corporation  
by:  
Date: May 6, 2025  
Re: Discussion regarding a retail incubator space in the Downtown Center. (Satarino)

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### Action Requested:

There is no action being taken.

### Background Information:

The potential storefront within the Downtown Center will be a branded retail and experiential space serving as a downtown hub and community placemaking destination. The project is in strategic alignment with the Celina EDC goals: downtown vitality; tourism, support for small businesses; and community engagement. It also also aligns

The vision is to celebrate Celina’s identity through branded merchandise and storytelling. It aims to support local businesses with micro-booth opportunities for vendors and makers and serve as Celina’s first retail incubation space. The incubator program will serve as the “right” step for vendors from the Friday Night Market space and serves as a strong tie-in to the Local Business Support Program. The space will serve downtown visitors by acting as an info center for downtown attractions and events and activate public space through flexible placemaking and interactive elements.

Daily operations will be open during business hours with extended event hours. Staffing support will be managed by EDC with potential collaboration with volunteers and other organizations assisting during peak times and events. Vendor rotation will occur in monthly or seasonal slots, and maintenance will be overseen by EDC or a contracted operator.

The project drives increased foot traffic downtown, supports entrepreneurship and local makers, enhances visitor experience and stay time, and acts as a flexible community storytelling venue. It aligns with EDC's placemaking, tourism, and downtown strategies.

**Legal Review:**

There is no legal review needed at this time.

**Supporting Documents:**

1. Worksession Item B - Discussion regarding a retail incubator space in the Downtown Center

**Financial Consideration:**

There are no financial considerations being considered at this time.

**Staff Recommendation:**

This is for discussion only.



# Celina Storefront

## Downtown Center Proposal

# Proposal Overview

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What is it?

Vision and Purpose

Project Components

Location and Design

Operations Plan

Marketing and Engagement

Community and Economic Benefits

Next Steps

**CELINA EDC**

# What is it?

- A branded retail and experiential space serving as a downtown hub and community placemaking destination.
- Strategic alignment with Celina EDC goals:
  - Downtown vitality;
  - Support for small businesses;
  - Increased foot traffic; and
  - Community engagement.

# Vision and Purpose

- **Celebrate Celina’s identity through branded merchandise and storytelling.**
- **Support Local Businesses with micro-booth opportunities for vendors and makers.**
  - **Celina’s first retail incubation space**
  - **The “right” step from Friday Night Market space**
  - **A strong tie-in to the Local Business Support Program**
- **Serve Downtown visitors by acting as an info center for downtown attractions and events.**
- **Activate public space through flexible placemaking and interactive elements.**

# Project Components

## **Retail & Merchandise Area**

Celina-branded Apparel and Gifts

Custom items tied to seasons, event and local stories

## **Vendor Booths**

Rotating small-format for local businesses

Low-cost opportunities to pilot products or test market

## **Interactive Art Installation**

Immersive, rotating or seasonal artwork

Creative placemaking

## **Downtown Information Hub**

Maps, brochures, QR codes about Downtown attractions

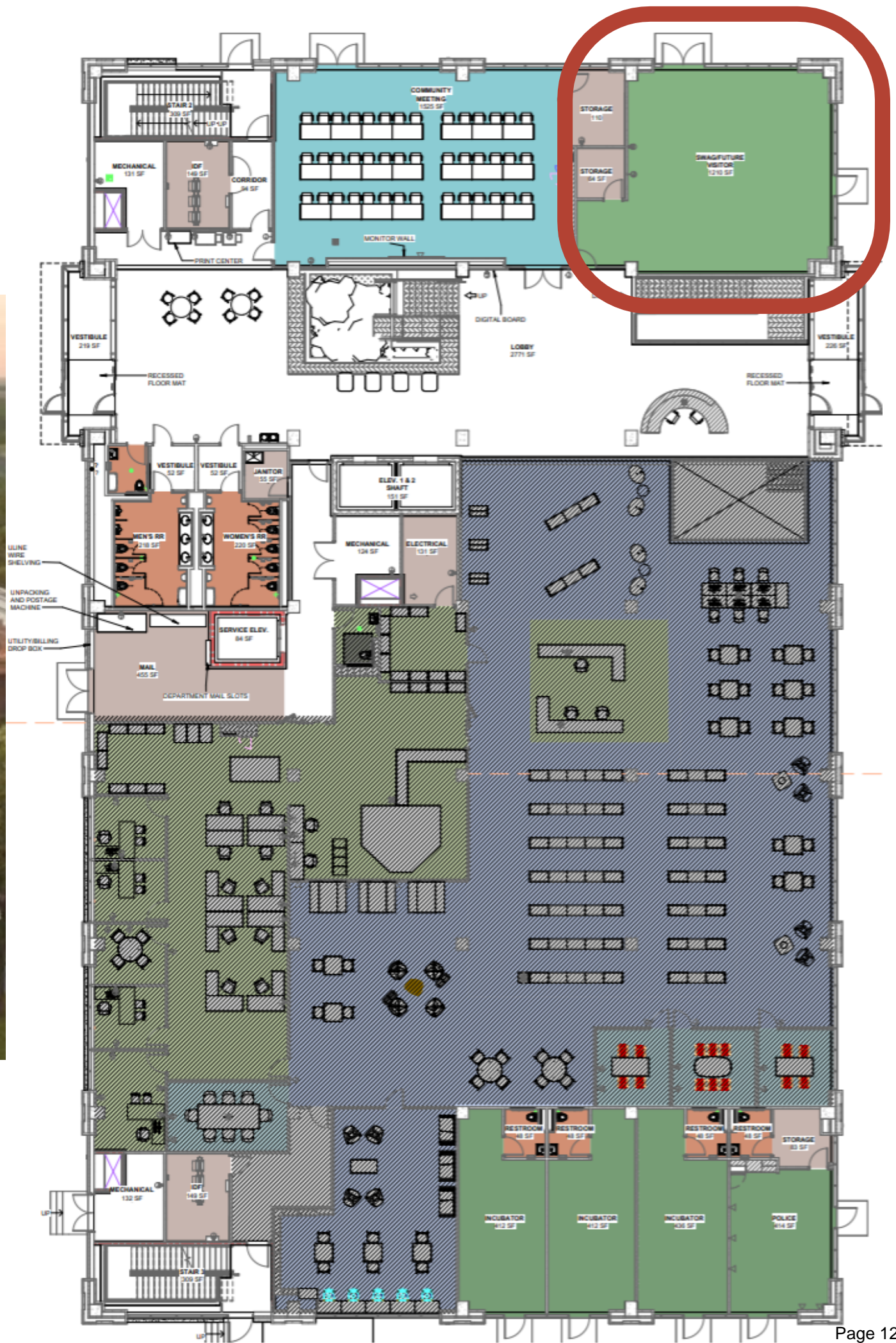
Info on upcoming events, dining, experiences

## **Transformative event space**

Themed to events

Event-specific merchandise

# Location and Design



# Design Concept



# Operations Plan

- **Daily Operations** - Open during business hours with extended event hours
- **Staffing Support** - Managed by EDC with Chamber and Ambassador volunteers assisting during peak times and events (great opportunity to collaborate with Chamber)
- **Vendor Rotation** - Monthly or seasonal slots
- **Maintenance:** Oversight by EDC or contracted operator

# Marketing and Engagement

- **Grand opening campaign**
- **Social media and influencer activations**
- **Partner promotions with downtown businesses**
- **Event-based pop-up promotions and merchandise tie-ins**

# Economic and Community Benefits

- Drives increased foot traffic downtown
- Supports entrepreneurship and local makers
- Enhances visitor experience and stay time
- Acts as a flexible community storytelling venue
- Aligns with EDC's placemaking, tourism, and downtown strategies

# Next Steps

- **Approval to proceed with finish-out funding and project launch**
- **Finalize vendor and art program framework**
- **Confirm operational structure**