Life Connected.

ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
BOARD OF DIRECTORS
112 N COLORADO ST
COUNCIL CONFERENCE ROOM
TUESDAY, JULY 1, 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 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.

1. Executive Director Performance Review

Section 551.071 of Texas Government Code Consultation with Attorney

Discussion regarding a legal matter related to the property generally located at 1250 S. Oklahoma Dr.

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 Ruby
2. Discussion regarding Project Jasper
3. Discussion regarding a Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.
4. Discussion regarding an Economic Development and Performance Agreement with Trinity Summit Investments LLC
5. 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. Staff Updates

V. ACTION ITEM:

A. Regular EDC Board Meeting Minutes - June 3rd, 12:00pm

B. Consider and act to approve the Amended and Restated CEDC Bylaws

C. Consider and act to approve the Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.

VI. WORKSESSION:

A. Discussion regarding CEDC Fiscal Policy

B. FY 26 CEDC Draft Budget Review

VII. ADJOURNMENT:

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

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

____
Staff Liaison

Life Connected.

ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING
BOARD OF DIRECTORS
112 N COLORADO ST
TUESDAY, JUNE 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:	Members Absent:
President Clint Bissett	None
Vice President Andrew Donaldson	
Secretary Cindy Peters	
Board Member Cody Hunter	
Board Member Rocky Hussman	
Board Member Ryan Wilcox	
Board Member Shane Lambert	

II. OPEN FORUM

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

III. EXECUTIVE SESSION:

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

The CEDC Board convened into executive session at 12:02pm

Section 551.071 of Texas Government Code Consultation with Attorney

1. Discussion regarding CEDC Bylaws.

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 211 W. Pecan St.

President Bissett recused himself during the item

2. Discussion regarding an Economic Development and Performance Agreement with 95 Land Partners, LLC.

3. Discussion regarding an Economic Development and Performance Agreement with NWC Tollway-Frontier, LP.

4. Discussion regarding Project Ruby

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 1:18pm

IV. PRESENTATION:

A. Staff Updates. (Satarino)

Anthony Satarino spoke regarding the item.
Melissa Thomas spoke regarding the item.
Andy Buffington spoke regarding the item.

V. ACTION ITEM:

A. Regular EDC Board Meeting Minutes - May 6th, 12:00pm.

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

VI. ADJOURNMENT:

President Bissett adjourned the meeting at 1:31pm.

____
President

____
Date

June 3rd, Regular EDC Board Meeting Minutes

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:	
Intiated by:	Economic Development Corporation
Date:	July 1, 2025
Re:	Consider and act to approve the Amended and Restated CEDC Bylaws

Action Requested:
Consider and act to approve the Amended and Restated CEDC Bylaws

Background Information:
The recommended amendments to the CEDC Bylaws work to provide clarity, improve governance alignment with best practices, and reflect current operational needs. The proposed changes address Board term limits, attendance expectations, ex officio membership, officer terms, personnel authority, and applicability of City policies.

Overview of proposed amendments:

Board Terms and Appointments
Current Language:
Initial staggered terms of 2 years.

- Maximum of 3 terms (6 years total).
- Terms expire on September 1.

Proposed Changes:

- Board Members shall serve three (3) year terms, for a maximum of three (3) terms (totaling nine (9) years).
- Terms shall be staggered as follows:
  - 3 members in Year 1
  - 2 members in Year 2
  - 2 members in Year 3

- Terms shall expire on September 30.

Rationale:
Extending terms to three years aligns with the recent City charter amendment for other boards and commissions. This change allows for stronger institutional knowledge and stability, while staggering maintains continuity. The new expiration date aligns with fiscal year planning and annual Board appointments. By resolution, City Council will determine how the Board transitions to the updated staggering arrangement over the next 2 to 3 years.

Attendance and Quorum
Current Language:
- Specific thresholds of unexcused absences trigger vacancy.
- All directors must be physically present to vote unless otherwise authorized by law.

Proposed Change:
- Remove specific absence thresholds and instead reference the City of Celina Boards and Commissions Policy, which governs attendance expectations and procedures.

Rationale:
Ensures consistency across all City Boards and aligns with Council-approved policy, allowing for centralized tracking and enforcement.

Ex Officio Membership
Current Language:
- Two Ex Officio Members: one Councilmember and the City Manager.

Proposed Change:
- Designate only the City Manager as the sole Ex Officio Member.

Rationale:
The current Board includes one ex-officio seat held by the City Manager. This structure reflects standard governance practices among economic development corporations across Texas. Designating the City Manager as an ex-officio member affirms the advisory nature of the role, mitigates any potential confusion around voting rights or governance responsibilities, and ensures clear boundaries between administrative and policymaking functions. Additionally, this provision is consistent with the City's updated Boards and Commissions Policy, which designates the City Manager as the sole ex-officio member on all boards and commissions.

Officer Terms and Structure
Current Language:
- One-year officer terms ending on September 1.

Proposed Change:
- Amend the term expiration to September 30.

Rationale:
Aligns with Board term cycle and ensures newly seated Board members are in place by October 1 for officer elections.

Personnel Oversight
Current Language:

- Personnel positions may be established and included in the Annual Budget.

Proposed Change:

- Add explicit statement that the Executive Director has authority over personnel compensation, within the parameters of the approved budget and City HR policy (unless otherwise excepted).

Rationale:
While the EDC follows all City personnel policies, the City does not include EDC staff positions in its compensation step plan, nor does it provide access to the City's annual employee review cycle. This amendment clarifies the administrative authority of the Executive Director in managing staff compensation while remaining accountable to the Board and within the approved budget.

As the EDC staff continues to grow, it is essential to establish a formal compensation strategy and rationale to ensure competitive pay, support employee retention, and align with market trends. The Executive Director will present compensation structure options for Board consideration in the coming months.

Contracts
Current Language:

- Article V, Section 11 currently speaks to City Council approval of CEDC expenditures of $50,000 and over.

Proposed Change:

- Remove and defer to the existing requirement to follow all City policies and procedures from Article 7, Section 7.

Rationale:
Following the adoption of new state legislature increasing the threshold amount for City Council approval, the City will adopt a formal policy to update the threshold amounts required for City Council approval, Board approval, or Executive Director approval.

Staff recommends approval of the proposed bylaw amendments as outlined. These changes update the Corporation’s governance framework, improve alignment with City, and support the EDC’s growing operational responsibilities. Upon approval by the Board of Directors, staff will present the amended bylaws to City Council for final ratification.

Legal Review:
Reviewed by EDC Attorney

Supporting Documents:
1. CEDC Amended and Restated Bylaws_Draft Redline
2. CEDC Amended and Restated Bylaws_Draft Clean
3. Open - CEDC Bylaw Amendments

Financial Consideration:
N/A

Staff Recommendation:
Staff Recommends Approval

AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE l
PURPOSE AND POWERS

Section 1. Purpose. The Celina Economic Development Corporation ("Corporation") is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government. Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II
OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas is 302 West Walnut Street, City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City

Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board.

(c) The respective initial terms of the Board are for staggered three~~two~~ (3~~2~~) year terms. The initial terms of the Board are as follows: three (3) Board members serving one (1) year through September 30, 2026; two (2) Board members serving two (2) years through September 30, 2027; and two (2) Board members serving three (3) years through September 30, 2028. –Thereafter, each ~~successor~~ member of the Board shall be appointed and serve for staggered three~~two~~ (3~~2~~) years or until his or her successor is appointed as hereinafter provided. Unless otherwise provided, terms shall expire on September 30th~~1~~. No director shall serve more than three (3) full three~~two~~ (3~~2~~) year terms for a total of nine~~six~~ (9~~6~~) years. Further, said director is eligible for reappointment to the Board after a two (2) year absence of service to the Board.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitles to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting, unless virtual attendance is authorized by law, Executive Order of the Governor, or similar authority. Regular attendance at the Board meetings is required of all directors. Directors may be removed for unexcused absences consistent with the City's Boards and Commissions Policy, as amended.

~~The following number of absences shall constitute the basis for replacement of a director: (a) three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant, and/or (b) the position of any director who has four (4) unexcused absences in a twelve (12) month period shall be considered vacant.~~

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall preside. The secretary shall preside at Board meetings and in the absence of the president and the vice president.

(c) The president has the authority to place items on the agenda. Otherwise, placement of an item on the agenda requires the consensus of two (2) Board members.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate two (2) Ex Officio Members, one of which shall be a Councilmember and the other the City Manager. The Ex Officio Members may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (l) year ending September 30th~~1~~, with the right of an officer to be reelected. A director may hold more than one office, but the same person may not hold both the office of president and secretary.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Secretary. The secretary shall cause to be kept the minutes of all meetings of the Board in books provided for that purpose, shall give and serve notice and may attest the signatures on all contracts as prescribed in these Bylaws, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary may designate, with Board approval, a staff person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. Executive Director. The executive director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The executive director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The executive director shall have authority over personnel compensation. The executive director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 7. Assistant Secretary and/or Treasurer. Any assistant secretaries and assistant treasurers may, at the option of the Board, be persons other than members of the Board, and they may be employees of the City.

Section 8. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 9. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. ~~City Council approval is required if the contract or expenditure exceeds $50,000. Items identified in the budget as a specific line item of $49,999.99 or less do not require additional City Council approval. However,~~ N~~n~~o contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, and other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer, assistant treasurer, or a different person so designated by the Board in accordance with Article V, Section 5 shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 5 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the executive director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended. If the cost of indemnification is not a line item in the budget, a budget amendment to reflect such costs is required.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _______________ , 2025~~2024~~, ~~and~~ (b) except those related to purchasing or selling of property, and (c) except Chapter 6 – Compensation of the City of Celina's Personnel Policies, as it exists or may be amended, shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.

Section 8. Nepotism. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board, to any officer of the Corporation, or to any City employee shall be appointed to any paid office, position, clerkship or other position of service to the Corporation.

Section 9. Prohibited Acts. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;

(d) Receive an illegal personal or business benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

(h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;

(i) Commit Corporation funds without the prior approval of the Board, and when required by these Bylaws, the City Council.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION
OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the____day of___________________, 2025~~2024~~.

____
Clint Bissett, CEDC President

ATTEST:

____
Ashley Owens, City Secretary

AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE l
PURPOSE AND POWERS

Section 1. Purpose. The Celina Economic Development Corporation ("Corporation") is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government. Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II
OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas is 302 West Walnut Street, City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City

Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board.

(c) The respective initial terms of the Board are for staggered three (3) year terms. The initial terms of the Board are as follows: three (3) Board members serving one (1) year through September 30, 2026; two (2) Board members serving two (2) years through September 30, 2027; and two (2) Board members serving three (3) years through September 30, 2028. Thereafter, each member of the Board shall be appointed and serve for staggered three (3) years or until his or her successor is appointed as hereinafter provided. Unless otherwise provided, terms shall expire on September 30th. No director shall serve more than three (3) full three (3) year terms for a total of nine (9) years. Further, said director is eligible for reappointment to the Board after a two (2) year absence of service to the Board.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitles to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting, unless virtual attendance is authorized by law, Executive Order of the Governor, or similar authority. Regular attendance at the Board meetings is required of all directors. Directors may be removed for unexcused absences consistent with the City's Boards and Commissions Policy, as amended.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall preside. The secretary shall preside at Board meetings and in the absence of the president and the vice president.

(c) The president has the authority to place items on the agenda. Otherwise, placement of an item on the agenda requires the consensus of two (2) Board members.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate two (2) Ex Officio Members, one of which shall be a Councilmember and the other the City Manager. The Ex Officio Members may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (l) year ending September 30th, with the right of an officer to be reelected. A director may hold more than one office, but the same person may not hold both the office of president and secretary.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Secretary. The secretary shall cause to be kept the minutes of all meetings of the Board in books provided for that purpose, shall give and serve notice and may attest the signatures on all contracts as prescribed in these Bylaws, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary may designate, with Board approval, a staff person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. Executive Director. The executive director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The executive director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The executive director shall have authority over personnel compensation. The executive director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 7. Assistant Secretary and/or Treasurer. Any assistant secretaries and assistant treasurers may, at the option of the Board, be persons other than members of the Board, and they may be employees of the City.

Section 8. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 9. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. No contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, and other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer, assistant treasurer, or a different person so designated by the Board in accordance with Article V, Section 5 shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 5 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the executive director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended. If the cost of indemnification is not a line item in the budget, a budget amendment to reflect such costs is required.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. <u>Applicability of City Charter, Code of Ordinances, Policies and Procedures</u>. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _______________ , 2025, (b) except those related to purchasing or selling of property, and (c) except Chapter 6 – Compensation of the City of Celina's Personnel Policies, as it exists or may be amended, shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.

Section 8. <u>Nepotism</u>. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board, to any officer of the Corporation, or to any City employee shall be appointed to any paid office, position, clerkship or other position of service to the Corporation.

Section 9. Prohibited Acts. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;

(d) Receive an illegal personal or business benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

(h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;

(i) Commit Corporation funds without the prior approval of the Board, and when required by these Bylaws, the City Council.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the____day of___________________, 2025.

____
Clint Bissett, CEDC President

ATTEST:

____
Ashley Owens, City Secretary

CEDC Bylaws Amendment

Overview of Amendments

Board Terms and Appointments

Current Language:

- Initial staggered terms of 2 years.
- Maximum of 3 terms (6 years total).
- Terms expire on September 1.

Proposed Changes:

- Board Members shall serve three (3) year terms, for a maximum of three (3) terms (totaling nine (9) years).
- Terms shall be staggered as follows:
  - 3 members in Year 1
  - 2 members in Year 2
  - 2 members in Year 3
- Terms shall expire on September 30.

Rationale:

- Aligns with the recent City charter amendment
- Expiration date aligns with fiscal year planning and annual Board appointments.
- City Council will determine how the Board transitions

Overview of Amendments

Attendance and Quorum

Current Language:

- Specific thresholds of unexcused absences trigger vacancy.
- All directors must be physically present to vote unless otherwise authorized by law.

Proposed Change:

- Reference the City of Celina Boards and Commissions Policy

Rationale:

- Aligns with Council-approved policy

Overview of Amendments

Ex Officio Membership

Current Language:

- Two Ex Officio Members: one Councilmember and the City Manager.

Proposed Change:

- Designate only the City Manager as the sole Ex Officio Member.

Rationale:

Current Board includes one ex-officio seat held by the City Manager.

- Consistent with the City's updated Boards and Commissions Policy

Overview of Amendments

Officer Terms and Structure

Current Language:

- One-year officer terms ending on September 1.

Proposed Change:

- Amend the term expiration to September 30.

Rationale:

- Aligns with Board term cycle

Overview of Amendments

Personnel Oversight

Current Language:

- Personnel positions may be established and included in the Annual Budget.

Proposed Change:

- Add explicit statement that the Executive Director has authority over personnel compensation, within the parameters of the approved budget and City HR policy (unless otherwise excepted).

Rationale:

- Clarifies the administrative authority of the Executive Director in managing staff compensation

Overview of Amendments

Contracts

Current Language:

- Requires contracts $50k and above to be approved by City Council

Proposed Change:

- Removed to defer to City policy

Rationale:

- Recent state law change makes this provision outdated.
- Preference to rely on City policy to guide contracts

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:	
Intiated by:	Economic Development Corporation
Date:	July 1, 2025
Re:	Consider and act to approve the Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.

Action Requested:
Consider and act to approve the Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.

Background Information:
The Celina Economic Development Corporation (CEDC) and City of Celina, previously executed an Economic Development Agreement (EDA) with NWC Tollway/Frontier LP in December 2022 for the construction of four retail buildings on the northwest quadrant of Dallas North Tollway and Frontier Parkway. The original agreement was amended and restated in September 2024. The Developer has since requested a second amendment to modify several terms, primarily related to construction timelines, leasing obligations, and building square footage clarification.
Original EDA (December 2022):

- Developer is required to construct four (4) retail buildings, each a **minimum of 9,000 square feet**.
- Certificate of Occupancy (CO) deadlines:
  - Buildings 1 & 2: November 1, 2025
  - Buildings 3 & 4: November 1, 2028
- Lease deadlines:
  - Buildings 1 & 2: May 1, 2025
  - Buildings 3 & 4: May 1, 2028
- Employment requirement: minimum of ten (10) full-time equivalent (FTE) positions by May 1, 2025.

- Incentive structure: $300,000 reimbursement, $75,000 per building upon completion.

First Amendment (September 2024):

- Extended CO deadlines for Buildings C & D to February 1, 2026.
- Extended lease deadlines to August 1, 2025.

Current Request:

- Developer seeks to:
    - Clarify the following regarding exhibit B:
        - Buildings 1 and 2 are considered buildings C and D respectively.
        - Buildings 3 and 4 are considered buildings A and B respectively.
    - Clarify building size requirements to reflect **"each a minimum of 8,828 square feet"**, maintaining a total of 36,000 square feet.
        - Building A – 9,125 square feet
        - Building B – 9,125 square feet
        - Building C –8,953 square feet
        - Building D – 9,125 square feet
    - CO requirement is held at the February 1, 2026 deadline for buildings C & D. However, the CO requirement is clarified as CO for the New Commercial Shell building.
    - Extend lease deadlines for Buildings C & D to **February 1, 2026**.
    - Extend Job Creation & Retention to create a minimum of ten (10) full-time equivalent (FTE) positions at the facility to **August 1, 2026**.

Legal Review:
The CEDC Attorney has reviewed.

Supporting Documents:
1. EDC and City - Second Amended and Restated Performance and Chapter 380 Agmt with NWC Tollway Frontier, LP._Signed by Developer
2. EDC and City - Second Amended and Restated Performance Agmt 380 Agreement - NWC Tollway-Frontier LP_Draft Clean
3. EDC and City - Second Amended and Restated Performance Agmt 380 Agreement - NWC Tollway-Frontier LP_Draft Redline
4. Open - EDA Amendment with NWC Tollway Frontier LP

Financial Consideration:
N/A

Staff Recommendation:
Staff Recommends Approval.

SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT 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 **NWC TOLLWAY/FRONTIER, LP**, a Texas limited partnership (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

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 for the Facility (as hereinafter defined) 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; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and 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 The Creeks at Celina retail development to be generally located at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, The Creeks at Celina retail development to be constructed on the Property, shall consist of a minimum of four (4) separate retail buildings, each a minimum of 8,828 square feet of retail space, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City, 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 **November 1, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Second Amended and Restated Economic

Development Performance Agreement, authorized by Chapters 380, 501 and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

(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, Collin and Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 112 N. Colorado 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 Facility.

(f) **Developer.** The word "Developer" means NWC Tollway/Frontier, LP, a Texas limited partnership, its successors and assigns, whose address for the purposes of this Agreement is 3102 Maple Avenue, Suite 500, Dallas, Texas 75201.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, the 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 Creeks at Celina retail development to be constructed on the Property, and consisting of a minimum of four (4) separate retail buildings, each a minimum of 8,828 square feet of retail space, as generally depicted in ***Exhibit B*** 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 at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(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. The term "Qualified Expenditures" shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements.

(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 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 invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026**;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026;**

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028.**

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.

(b) **Development of the Facility**. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan 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 the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(c) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy for the new

commercial shell from the City for the Facility located on the Property as follows:

(1) building C by **February 1, 2026**;
(2) building D by **February 1, 2026**;
(3) building A by **November 1, 2028**; and
(4) building B by **November 1, 2028**.

(d) **Leases for the Facility.** Developer covenants and agrees use commercially reasonable efforts to obtain or cause to be obtained 9,000 feet of leased space between buildings C and D and 9,000 square feet of leased space between buildings A and B as follows:

(1) building C by **February 1, 2026**;
(2) building D by **February 1, 2026**;
(3) building A by **May 1, 2028**; and
(4) building B by **May 1, 2028**.

(e) **Job Creation and Retention.** Developer covenants and agrees by **August 1, 2026**, and during the Term of this Agreement to use its commercially reasonable efforts to cause to be employed and maintained at the Property a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. The City and/or CEDC may require the Developer so submit a job compliance affidavit, certifying compliance with the requirement in this subsection. A job compliance affidavit provided by tenants of the Property shall satisfy the obligation of Developer to provide such job compliance affidavit.

(f) **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").

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and CEDC such other promissory notes, instruments, documents and other agreements as the City and CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **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. OBLIGATIONS OF THE CITY.

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

(a) **Water, Sewer, and Roadway Impact Fee Grant.** The City covenants and agrees to provide Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the Property pursuant to City policy, and Chapter 395 of the Texas Local Government Code. The grant shall be applied as an offset at the time of said water, sewer, and roadway impact fee payment by Developer to City, which shall occur prior to granting of a building permit for the Property, or as agreed to by the parties.

(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 reimbursement to Developer for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an aggregate amount not to exceed the lesser of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC within thirty (30) days of receipt of said documentation, and as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building C;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building D;

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building A; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building B.

(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.

The City and CEDC shall have no obligation to advance or disburse the financial assistance described herein 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.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and 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 or other 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, or any of its affiliates or related entities, 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, 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. If the defaulting party is unable to cure such default within the thirty (30) day cure period despite exercising diligent efforts to achieve such cure, the defaulting party shall be entitled to an additional cure period not to exceed thirty (30) days to attempt to achieve such cure. Should said default remain uncured as of the last day of the applicable cure period (subject to extension as herein provided), and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement by providing written notice of termination to Developer. 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 the CEDC to Developer pursuant to Sections 5 and 6 of this Agreement shall become due and payable by Developer to the CEDC and City within thirty (30) days following such default.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

(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 party.

(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. The 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 the City:	City of Celina, Texas 112 N. Colorado Street Celina, Texas 75009 Attn: Robert Ranc, City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Anthony Satarino, Executive Director Telephone: (972) 382-3455
if to Developer:	NWC Tollway-Frontier, LP 3102 Maple Avenue, Suite 500 Dallas, Texas 75201 Attn: Ryan Bertrand, Senior Vice President Telephone: (214) 720-3677

(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^{th} day after the date the City or CEDC notifies Developer of the violation.

(k) **Form 1295 Certificate.** 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 2270 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 2270 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 2270 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^{th} 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

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

CITY:

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

____
Ryan Tubbs, Mayor
Date Signed: ______________________

ATTEST:

____
Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: ______________________________
Clint Bissett, President
Date Signed: ______________________

DEVELOPER:

NWC TOLLWAY/FRONTIER, LP,
a Texas limited partnership,
By: GP NWC Tollway/Frontier One, L.L.C.
Its: General Partner

By: ______________________________
Its: Manager
Date Signed: 6/24/25

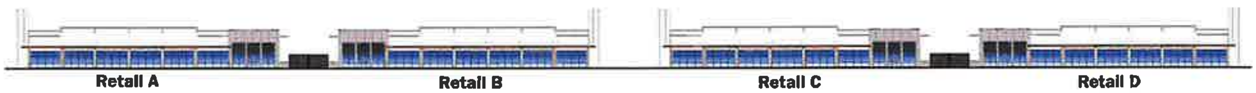
Exhibit A

[Legal Description and/or Depiction of the Property]

Lot 64, Block A, of CREEKS OF LEGACY PHASE 2B, an Addition to the City of Celina, Collin County, Texas, according to the map or plat thereof recorded in Volume 2017, Page 598, of the Plat Records of Collin County Texas.

Exhibit B

[Depiction of the Facility]



SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

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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 for the Facility (as hereinafter defined) 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; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and 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 The Creeks at Celina retail development to be generally located at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, The Creeks at Celina retail development to be constructed on the Property, shall consist of a minimum of four (4) separate retail buildings, each a minimum of 8,828 square feet of retail space, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City, 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 **November 1, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Second Amended and Restated Economic

Development Performance Agreement, authorized by Chapters 380, 501 and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

(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, Collin and Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 112 N. Colorado 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 Facility.

(f) **Developer.** The word "Developer" means NWC Tollway/Frontier, LP, a Texas limited partnership, its successors and assigns, whose address for the purposes of this Agreement is 3102 Maple Avenue, Suite 500, Dallas, Texas 75201.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, the 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 Creeks at Celina retail development to be constructed on the Property, and consisting of a minimum of four (4) separate retail buildings, each a minimum of 8,828 square feet of retail space, as generally depicted in ***Exhibit B*** 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 at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(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. The term "Qualified Expenditures" shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements.

(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 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 invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026**;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026;**

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**.

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.

(b) **Development of the Facility**. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan 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 the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(c) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy for the new

commercial shell from the City for the Facility located on the Property as follows:

(1) building C by **February 1, 2026**;
(2) building D by **February 1, 2026**;
(3) building A by **November 1, 2028**; and
(4) building B by **November 1, 2028**.

(d) **Leases for the Facility.** Developer covenants and agrees use commercially reasonable efforts to obtain or cause to be obtained 9,000 feet of leased space between buildings C and D and 9,000 square feet of leased space between buildings A and B as follows:

(1) building C by **February 1, 2026**;
(2) building D by **February 1, 2026**;
(3) building A by **May 1, 2028**; and
(4) building B by **May 1, 2028**.

(e) **Job Creation and Retention.** Developer covenants and agrees by **August 1, 2026**, and during the Term of this Agreement to use its commercially reasonable efforts to cause to be employed and maintained at the Property a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. The City and/or CEDC may require the Developer so submit a job compliance affidavit, certifying compliance with the requirement in this subsection. A job compliance affidavit provided by tenants of the Property shall satisfy the obligation of Developer to provide such job compliance affidavit.

(f) **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").

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and CEDC such other promissory notes, instruments, documents and other agreements as the City and CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **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. OBLIGATIONS OF THE CITY.

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

(a) **Water, Sewer, and Roadway Impact Fee Grant.** The City covenants and agrees to provide Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the Property pursuant to City policy, and Chapter 395 of the Texas Local Government Code. The grant shall be applied as an offset at the time of said water, sewer, and roadway impact fee payment by Developer to City, which shall occur prior to granting of a building permit for the Property, or as agreed to by the parties.

(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 reimbursement to Developer for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an aggregate amount not to exceed the lesser of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC within thirty (30) days of receipt of said documentation, and as follows:

    (1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building C;

    (2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building D;

    (3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building A; and

    (4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building B.

(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.

The City and CEDC shall have no obligation to advance or disburse the financial assistance described herein 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.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and 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 or other 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, or any of its affiliates or related entities, 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, 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. If the defaulting party is unable to cure such default within the thirty (30) day cure period despite exercising diligent efforts to achieve such cure, the defaulting party shall be entitled to an additional cure period not to exceed thirty (30) days to attempt to achieve such cure. Should said default remain uncured as of the last day of the applicable cure period (subject to extension as herein provided), and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement by providing written notice of termination to Developer. 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 the CEDC to Developer pursuant to Sections 5 and 6 of this Agreement shall become due and payable by Developer to the CEDC and City within thirty (30) days following such default.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

(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 party.

(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. The 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 the City:	City of Celina, Texas 112 N. Colorado Street Celina, Texas 75009 Attn: Robert Ranc, City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Anthony Satarino, Executive Director Telephone: (972) 382-3455
if to Developer:	NWC Tollway-Frontier, LP 3102 Maple Avenue, Suite 500 Dallas, Texas 75201 Attn: Ryan Bertrand, Senior Vice President Telephone: (214) 720-3677

(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 120th day after the date the City or CEDC notifies Developer of the violation.

(k) **Form 1295 Certificate.** 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 2270 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 2270 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 2270 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time 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:

____
Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: ___________________________________
Clint Bissett, President
Date Signed: ____________________________

DEVELOPER:

NWC TOLLWAY/FRONTIER, LP,
a Texas limited partnership**,**
By: GP NWC Tollway/Frontier One, L.L.C.
Its: General Partner

By: ___________________________________
Its: Manager
Date Signed: ____________________________

Exhibit A

[Legal Description and/or Depiction of the Property]

Lot 64, Block A, of CREEKS OF LEGACY PHASE 2B, an Addition to the City of Celina, Collin County, Texas, according to the map or plat thereof recorded in Volume 2017, Page 598, of the Plat Records of Collin County Texas.

Exhibit B

[Depiction of the Facility]

SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT 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 **NWC TOLLWAY/FRONTIER, LP**, a Texas limited partnership (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

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 for the Facility (as hereinafter defined) 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; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and 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 The Creeks at Celina retail development to be generally located at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, The Creeks at Celina retail development to be constructed on the Property, shall consist of a minimum of four (4) separate retail buildings, each a minimum of ~~9,000~~8,828 square feet of retail space, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City, 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 **November 1, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Second Amended and Restated Economic

Development Performance Agreement, authorized by Chapters 380, 501 and 504 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

(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, Collin and Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 112 N. Colorado 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 Facility.

(f) **Developer.** The word "Developer" means NWC Tollway/Frontier, LP, a Texas limited partnership, its successors and assigns, whose address for the purposes of this Agreement is 3102 Maple Avenue, Suite 500, Dallas, Texas 75201.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, the 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 Creeks at Celina retail development to be constructed on the Property, and consisting of a minimum of four (4) separate retail buildings, each a minimum of ~~9,000~~8,828 square feet of retail space, as generally depicted in ***Exhibit B*** 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 at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(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. The term "Qualified Expenditures" shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements.

(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 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 invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026**;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **February 1, 2026;**

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**.

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.

(b) **Development of the Facility**. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan 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 the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(c) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy for the new

commercial shell from the City for the Facility located on the Property as follows: ~~from the City for the Facility located on the Property as follows:~~

(1) building C~~one~~ by **February 1, 2026**;
(2) building D~~two~~ by **February 1, 2026**;
(3) building A~~three~~ by **November 1, 2028**; and
(4) building B~~four~~ by **November 1, 2028**.

(d) **Leases for the Facility.** Developer covenants and agrees use commercially reasonable efforts to obtain or cause to be obtained ~~9,000~~9,000 feet of leased space between buildings C and D and 9,000 square feet of leased space between buildings A and B as follows: ~~square feet between building one and building two and 9,000 square feet between building three and building four upon such economic terms as Developer shall approve in its sole and absolute discretion as follows:~~

(1) building C~~one~~ by **February 1, 2026~~August 1, 2025~~**;
(2) building ~~tw~~ D~~o~~ by **February 1, 2026~~August 1, 2025~~**;
(3) building A~~three~~ by **May 1, 2028**; and
(4) building B~~four~~ by **May 1, 2028**.

(e) **Job Creation and Retention.** Developer covenants and agrees by **August 1, 2026~~2025~~**, and during the Term of this Agreement to use its commercially reasonable efforts to cause to be employed and maintained at the Property a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. The City and/or CEDC may require the Developer so submit a job compliance affidavit, certifying compliance with the requirement in this subsection. A job compliance affidavit provided by tenants of the Property shall satisfy the obligation of Developer to provide such job compliance affidavit.

(f) **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").

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and CEDC such other promissory notes, instruments, documents and other agreements as the City and CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **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. OBLIGATIONS OF THE CITY.

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

(a) **Water, Sewer, and Roadway Impact Fee Grant.** The City covenants and agrees to provide Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the Property pursuant to City policy, and Chapter 395 of the Texas Local Government Code. The grant shall be applied as an offset at the time of said water, sewer, and roadway impact fee payment by Developer to City, which shall occur prior to granting of a building permit for the Property, or as agreed to by the parties.

(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 reimbursement to Developer for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an aggregate amount not to exceed the lesser of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC within thirty (30) days of receipt of said documentation, and as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building C~~one~~;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building D~~two~~;

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building A~~three~~; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building B~~four~~.

(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.

The City and CEDC shall have no obligation to advance or disburse the financial assistance described herein 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.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and 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 or other 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, or any of its affiliates or related entities, 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, 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. If the defaulting party is unable to cure such default within the thirty (30) day cure period despite exercising diligent efforts to achieve such cure, the defaulting party shall be entitled to an additional cure period not to exceed thirty (30) days to attempt to achieve such cure. Should said default remain uncured as of the last day of the applicable cure period (subject to extension as herein provided), and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement by providing written notice of termination to Developer. 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 the CEDC to Developer pursuant to Sections 5 and 6 of this Agreement shall become due and payable by Developer to the CEDC and City within thirty (30) days following such default.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

(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 party.

(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. The 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 the City:
City of Celina, Texas
112 N. Colorado Street
Celina, Texas 75009
Attn: Robert Ranc, City Manager
Telephone: (972) 382-2682

if to CEDC:
Celina Economic Development Corporation
302 W. Walnut Street
Celina Texas 75009
Attn: Anthony Satarino, Executive Director
Telephone: (972) 382-3455

if to Developer:
NWC Tollway-Frontier, LP
3102 Maple Avenue, Suite 500
Dallas, Texas 75201
Attn~~:~~Ryan Bertrand ~~Tim Baker~~, Senior Vice President

Telephone: (214) 720-3677~~(214) 720-6601~~

(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 120th day after the date the City or CEDC notifies Developer of the violation.

(k) **Form 1295 Certificate.** 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 2270 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 2270 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 2270 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time 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, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time 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~~Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: ______________________________
Clint Bissett, President
Date Signed: ______________________

DEVELOPER:

NWC TOLLWAY/FRONTIER, LP,
a Texas limited partnership**,**
By: GP NWC Tollway/Frontier One, L.L.C.
Its: General Partner

By: ______________________________
Its: Manager
Date Signed: ______________________

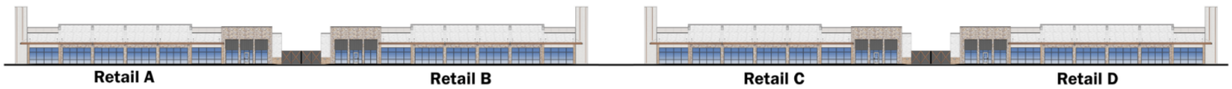
Exhibit A

[Legal Description and/or Depiction of the Property]

Lot 64, Block A, of CREEKS OF LEGACY PHASE 2B, an Addition to the City of Celina, Collin County, Texas, according to the map or plat thereof recorded in Volume 2017, Page 598, of the Plat Records of Collin County Texas.

Exhibit B

[Depiction of the Facility]



EDA Amendment with NWC Tollway/Frontier, LP.

Background – Original EDA

- **December 2022 –** The City and CEDC executed an EDA with NWC Tollway/Frontier LP.
  - Developer must construct four (4) separate retail buildings, each a minimum of 9,000 sf as shown below:
    - CO
      - Building 1 – November 1, 2025
      - Building 2 – November 1, 2025
      - Building 3 – November 1, 2028
      - Building 4 – November 1, 2028
    - Leases for the Facility
      - Building 1 – May 1, 2025
      - Building 2 – May 1, 2025
      - Building 3 – May 1, 2028
      - Building 4 – May 1, 2028
    - Jobs
      - Employee a minimum of ten (10) FTE – May 1, 2025

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Background

- **December 2022 –** The City and CEDC execute an EDA with NWC Tollway/Frontier LP.
    - City to agreed to grant a 50% water, sewer, and roadway impact fee waiver.
    - EDC agreed to reimburse the Developer for a maximum of $300,000.
        - Building 1 – November 1, 2025; $75,000
        - Building 2 – November 1, 2025; $75,000
        - Building 3 – November 1, 2028; $75,000
        - Building 4 – November 1, 2028; $75,000

Background – Amended and Restated

- September 2024 – The City and CEDC executed an Amended and Restated EDA with NWC Tollway/Frontier LP.
  - Developer must construct four (4) separate retail buildings, each a minimum of 9,000 sf as shown below:
    - CO
      - Building 1 – ~~November 1, 2025~~ - **February 1, 2026**
      - Building 2 – ~~November 1, 2025~~ - **February 1, 2026**
      - Building 3 – November 1, 2028
      - Building 4 – November 1, 2028
    - Leases for the Facility
      - Building 1 – ~~May 1, 2025~~ - **August 1, 2025**
      - Building 2 – ~~May 1, 2025~~ **August 1, 2025**
      - Building 3 – May 1, 2028
      - Building 4 – May 1, 2028
    - Jobs
      - Employee a minimum of ten (10) FTE – ~~May 1, 2025~~ - **August 1, 2025**

Background – Amended and Restated

- **September 2024 –** The City and CEDC executed an Amended and Restated EDA with NWC Tollway/Frontier LP.
  - City to agreed to grant a 50% water, sewer, and roadway impact fee waiver.
  - EDC agreed to reimburse the Developer for a maximum of $300,000.
    - CO
      - Building 1 – ~~November 1, 2025~~ **February 1, 2026**
      - Building 2 – ~~November 1, 2025~~ **February 1, 2026**
      - Building 3 – November 1, 2028
      - Building 4 – November 1, 2028
- **December 2024 –** The City and CEDC executed a Consent to Assignment Agreement.

Background – Current Request

- **June 2025 – Updated amendment request**
- Developer seeks to:
  - Clarify the following regarding exhibit B:
    - Buildings 1 and 2 are considered buildings C and D respectively.
    - Buildings 3 and 4 are considered buildings A and B respectively.
  - Clarify building size requirements to reflect **"each a minimum of 8,828 square feet"**, maintaining a total of 36,000 square feet.
    - Building A – 9,125 square feet
    - Building B – 9,125 square feet
    - Building C –8,953 square feet
    - Building D – 9,125 square feet

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Background – Current Request

- **June 2025 – Updated amendment request**
  - CO requirement is held at the February 1, 2026 deadline for buildings C & D. However, the CO requirement is clarified as CO for the New Commercial Shell buildings.
    - CO
      - Building C – ~~November 1, 2025~~ - **February 1, 2026**
      - Building D – ~~November 1, 2025~~ - **February 1, 2026**
      - Building A – November 1, 2028
      - Building B – November 1, 2028
    - Leases for the Facility
      - Building C – ~~May 1, 2025~~ - ~~**August 1, 2025**~~ – **February 1, 2026**
      - Building D – ~~May 1, 2025~~ - ~~**August 1, 2025**~~ – **February 1, 2026**
      - Building A – May 1, 2028
      - Building B – May 1, 2028
    - Jobs
      - Employee a minimum of ten (10) FTE – ~~May 1, 2025~~ - ~~**August 1, 2025**~~ – **August 1, 2026**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Background – Current Request

- **June 2025 - Updated amendment request**
  - City to agreed to grant a 50% water, sewer, and roadway impact fee waiver.
  - EDC agreed to reimburse the Developer for a maximum of $300,000.
    - CO
      - Building 1 – ~~November 1, 2025;~~ $75,000 - **February 1, 2026**
      - Building 2 – ~~November 1, 2025;~~ $75,000 - **February 1, 2026**
      - Building 3 – November 1, 2028; $75,000
      - Building 4 – November 1, 2028; $75,000

CELINA TEXAS ECONOMIC DEVELOPMENT CORPORATION

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:	
Intiated by:	Economic Development Corporation
Date:	July 1, 2025
Re:	Discussion regarding CEDC Fiscal Policy

Action Requested:

There is no action being requested at this time

Background Information:

To ensure financial transparency, strengthen internal controls, and promote long-term fiscal sustainability, Staff is recommending formal adoption of a fiscal policy for the CEDC. This policy provides a clear framework for financial reporting, reserve management, expenditure oversight, and internal accountability.

Key Policy Components

Financial Reporting and Forecasting

The policy formalizes quarterly financial updates to the Board of Directors, including:

- Year-to-date actual sales tax revenues and expenditures
- Year-end revenue and expenditure projections
- Multi-year financial outlooks
- Budget variances and recommended amendments

These practices will allow for more strategic financial planning and increase transparency around the organization's fiscal health.

Net Income Reserve Policy

To support fiscal resilience and build working capital for future land acquisitions and economic development incentives, the policy sets the following minimum net income reserve thresholds:

- FY 2027: 15% of annual revenue
- FY 2028: 20% of annual revenue

- FY 2029 and beyond: 25% of annual revenue

Additionally, capital outlays (defined as economic development incentives or land acquisition payments over $500,000) will be excluded from the calculation of ending net income. All other expenses—including those under $500,000—will be budgeted and treated as standard operating expenses.

Expense Oversight and Internal Controls
The section enhances accountability through a tiered review and approval structure:

- Executive Director expenditures must be reviewed and signed by the Board President
- Staff expenditures must be reviewed and signed by the Executive Director

Upon approval by resolution of the Board, this Fiscal Policy will be incorporated into CEDC's operational procedures. Staff will review the policy annually as part of the budget development process and recommend updates as needed to align with evolving financial priorities and market conditions.

Staff requests that the Board review and provide direction on the attached Fiscal Policy. The July meeting is intended for discussion and feedback only. Staff will incorporate any Board-directed revisions and return in August to present the final Fiscal Policy for formal adoption by resolution. The finalized policy will be adopted in conjunction with the FY 26 Budget and will serve as the official fiscal framework for the CEDC.

Legal Review:

This has been reviewed by the EDC Attorney

Supporting Documents:

1. Open - CEDC Fiscal Policy
2. CEDC Fiscal Policy

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends the Board provide feedback and direction

CEDC Fiscal Policy

ECONOMIC DEVELOPMENT CORPORATION

Key Policy Components

Financial Reporting and Forecasting

The policy formalizes quarterly financial updates to the Board of Directors, including:

- Year-to-date actual sales tax revenues and expenditures
- Year-end revenue and expenditure projections
- Multi-year financial outlooks
- Budget variances and recommended amendments

Net Income Reserve Policy

To support fiscal resilience and build working capital for future land acquisitions and economic development incentives, the policy sets the following minimum net income reserve thresholds:

- FY 2027: 15% of annual revenue
- FY 2028: 20% of annual revenue
- FY 2029 and beyond: 25% of annual revenue

Expense Oversight and Internal Controls

The section enhances accountability through a tiered review and approval structure:

- Executive Director expenditures must be reviewed and signed by the Board President
- Staff expenditures must be reviewed and signed by the Executive Director

Questions?

Celina Economic Development Corporation
Fiscal Policy

Purpose
The purpose of this Fiscal Policy is to establish clear and transparent fiscal procedures that guide the operations of the Celina Economic Development Corporation (CEDC) in accordance with the annual corporate budget requirements in Article VI, Section 3 of the Amended and Restated CEDC bylaws.

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1. Financial Reporting and Forecasting

To promote financial transparency and informed decision-making, CEDC staff shall provide quarterly financial updates to the Board of Directors. These updates shall include:

- Year-to-date actual sales tax revenues.
- Year-to-date actual expenditures.
- Projected fiscal year-end revenues and expenditures.
- Forecasted financial outlook for the subsequent fiscal years.
- Any significant deviations from the adopted budget or prior projections and preparation of upcoming budget amendments.

This reporting shall support long-term financial sustainability and facilitate strategic planning.

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2. Net Income Reserve Policy

To ensure fiscal resilience, operational continuity, and to build working capital for the purposes of large economic development incentives and payments for land acquisition, the CEDC shall maintain a minimum unrestricted ending net income (exclusive of capital outlay expenditures funded from working capital) at the following thresholds:

- **FY 2027**: 15% of annual revenue
- **FY 2028**: 20% of annual revenue
- **FY 2029 and beyond**: 25% of annual revenue

Capital outlays shall be defined as any economic development incentive or land acquisition payment that is funded by the CEDC's working capital reserves and exceeds

$500,000. Expenses that are either below the $500,000 threshold or are not classified as economic development incentives or land acquisitions shall be budgeted through the CEDC's annual fiscal budget and treated as standard operating expenses, counting toward the calculation of ending net income.

This policy shall be reviewed annually and updated as necessary to reflect the evolving fiscal environment and organizational priorities.

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3. Expense Oversight and Internal Control

To ensure strong internal controls and accountability, the following procedures shall apply:

- All check requests, expense reimbursements, and monthly credit card statements initiated by the Executive Director must be reviewed and signed by the CEDC Board President prior to payment.
- All check requests, expense reimbursements, and monthly credit card statements initiated by CEDC staff must be reviewed and signed by the Executive Director prior to payment.

Implementation and Review
This policy shall be adopted by resolution of the CEDC Board and incorporated into the organization's operational procedures. The Executive Director shall ensure compliance and bring forward any recommended updates during the annual budget process or as needed.

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	
CC:	
Intiated by:	Economic Development Corporation
Date:	July 1, 2025
Re:	FY 26 CEDC Draft Budget Review

Action Requested:
There is no action being requested at this time.

Background Information:
This item provides an overview of the FY26 draft budget in preparation for final review and adoption in August. This review serves as an opportunity to confirm strategic priorities, anticipate key expenditures, and provide feedback ahead of the City's budget workshop on July 30, 2025.

Key Considerations for FY26

Incentive Obligations and Capital Projects
FY26 will include several significant anticipated incentive payouts, most notably:

- **Trinity Celina** – first installment of performance-based incentive for the infrastructure related to the Costco and Lowe's sites ($1.25M)
- **Martinek Land Purchase** – second loan payment installment related to Martinek tract acquisition ($1M).
- **Creeks Retail** – two incentive payments ($150K total) for the development of a retail project along the Frontier corridor.

Salaries and Staffing

- Salaries reflect standard increases consistent with current compensation practices.

- A new, part-time front lobby position has been added (max 30hr per week). This role enables the CEDC to hold regular walk-in office hours, improving accessibility and enhancing our customer service capacity.

Line Item Highlights

- **Destination Services**: The previous “Downtown Marketing” line item has been retitled to Destination Services to better reflect the expanded scope of place-based marketing, placemaking, and tourism efforts. This change aligns with the adopted CEDC Strategic Framework.
- **Marketing**: The overall marketing budget remains healthy and flexible, anticipating implementation of the new branding guidelines being developed by our consultant.
- **Special Projects**: This line item has increased to account for the anticipated consultant and planning costs associated with the Martinek masterplan and other potential district-level initiatives.

Operational Stability
Outside of the key changes noted above, most operating line items reflect minimal or standard inflationary increases, ensuring continued service delivery while maintaining a fiscally responsible posture.

Next Steps

- **July 30** – City of Celina Budget Workshop
- **August Board Meeting** – Final FY26 budget presentation, including a comprehensive Year-in-Review of FY25 achievements. CEDC budget adoption.
- **September** – Formal adoption by the City Council.

Staff recommends the Board review the draft FY26 budget, provide feedback and direction as necessary, and prepare for final review and adoption in August.

Legal Review:
N/A

Supporting Documents:
1. FY 26 Budget_Draft for Packet
2. Open - FY 26 Budget

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends the Board provide feedback and direction

7/1/2025	Celina Economic Development Corporation - FY 26 Budget Draft									
Income	**FY 24 Budget Actual**		**FY 25 Budget Approved**		**FY 25 Budget Amended (01/07/2025)**		**FY 25 Budget Estimated**			**FY 26 Draft**
		% of income		% of income		% of income		% of income	$ change	
REVENUE										
4100 · SALES TAX REVENUE	$ 2,523,738.31	23.69%	$ 2,563,450.00	96.79%	$ 2,563,450.00	97.90%	$ 2,901,130.00	97.22%	$ 337,680.00	$ 3,368,430.00
4401 · CONTRA SALES TAX	$ -	0.00%	$ -	0.00%	$ (30,000.00)	-1.15%	$ (21,863.00)	-0.73%	$ 8,137.00	$ (182,500.00)
4400 · INTEREST INCOME	$ 108,918.91	1.02%	$ 80,000.00	3.02%	$ 80,000.00	3.06%	$ 80,000.00	2.68%		$ 75,539.87
4850 · PROCEEDS FROM BOND SALE	$ 8,000,000.00	75.10%	$ -	0.00%	$ -	0.00%	$ -	0.00%		$ -
4799 · MISCELLANEOUS REVENUE	$ 19,500.00	0.18%	$ 5,000.00	0.19%	$ 5,000.00	0.19%	$ 24,808.57	0.83%	$ 19,808.57	$ 50,000.00
Total REVENUE	$ 10,652,157.22	100%	$ 2,648,450.00	100%	$ 2,618,450.00	100.00%	$ 2,984,075.57	100.00%	$ 365,625.57	$ 3,311,469.87
Total Income	$ 10,652,157.22		$ 2,648,450.00		$ 2,618,450.00		$ 2,984,075.57		$ 365,625.57	$ 3,311,469.87
Expense										
PAYROLL										
6100 · SALARIES	$ 606,689.56	22.91%	$ 573,849.00	21.67%	$ 573,849.00	21.92%	$ 573,849.00	19.23%		$ 695,750.00
6150 · P/R TAX EXPENSE	$ 41,454.21	1.57%	$ 46,362.75	1.75%	$ 46,362.75	1.77%	$ 46,362.75	1.55%		$ 55,504.58
6151 · SUTA	$ 164.40	0.01%	$ 2,352.78	0.09%	$ 2,352.78	0.09%	$ 2,352.78	0.08%		$ 2,852.58
6154 · GROUP HEALTH INSURANCE	$ 51,567.88	1.95%	$ 93,103.94	3.52%	$ 93,103.94	3.56%	$ 93,103.94	3.12%		$ 112,850.65
6156 · RETIREMENT-TMRS	$ 88,431.71	3.34%	$ 81,210.57	3.07%	$ 81,210.57	3.10%	$ 81,210.57	2.72%		$ 96,570.71
6165 · PERFORMANCE INCENTIVE	$ -	0.00%	$ 25,000.00	0.94%	$ 25,000.00	0.95%	$ 25,000.00	0.84%		$ 25,000.00
6168 · CAR ALLOWANCE	$ 4,015.69	0.15%	$ 4,800.00	0.18%	$ 4,800.00	0.18%	$ 4,800.00	0.16%		$ 4,800.00
Total PAYROLL	$ 792,323.45	29.92%	$ 826,679.04	31.21%	$ 826,679.04	31.57%	$ 826,679.04	27.70%		$ 993,328.51
LEGAL & PROFESSIONAL SERVICES										
6200 · ACCOUNTING SERVICES	$ 10,480.00	0.40%	$ 12,000.00	0.45%	$ 12,000.00	0.46%	$ 12,000.00	0.40%		$ 12,000.00
6230 · LEGAL	$ 36,439.96	1.38%	$ 30,000.00	1.13%	$ 30,000.00	1.15%	$ 30,000.00	1.01%		$ 30,000.00
6230 · AUDIT	$ 6,000.00	0.23%	$ 6,000.00	0.23%	$ 6,000.00	0.23%	$ 6,000.00	0.20%		$ 6,000.00
6232 · EXECUTIVE RECRUITMENT	$ 53, 940. 03	2. 04%	$ –	0%	$ –	0%	$ –	0%		$ -
Total LEGAL & PROFESSIONAL SERVICES	$ 106,859.99	4.03%	$ 48,000.00	1.81%	$ 48,000.00	1.83%	$ 48,000.00	1.61%		$ 48,000.00
UTILITIES										
6502 · CELL PHONES	$ 1,799.85	0.07%	$ 420.00	0.02%	$ 420.00	0.02%	$ 1,384.50	0.05%	$ 964.50	$ 2,400.00
6520 · UTILITIES	$ -	0.00%	$ 5,430.00	0.21%	$ 5,430.00	0.21%	$ 5,430.00	0.18%		$ 5,430.00
6550 · OFFICE RENT	$ -	0.00%	$ 76,052.55	2.87%	$ 76,052.55	2.90%	$ 76,052.55	2.55%		$ 76,052.55
Total UTILITIES	$ 1,799.85	0.07%	$ 81,902.55	3.09%	$ 81,902.55		$ 82,867.05	2.78%	$ 964.50	$ 83,882.55
GENERAL & ADMINISTRATIVE										
6311 · SOFTWARE	$ -	0.00%	$ 7,726.00	0.29%	$ 35,226.00	1.35%	$ 35,226.00	1.18%		$ 54,882.00
6601 · EQUIPMENT RENTAL	$ -	0.00%	$ 3,060.00	0.12%	$ 3,060.00	0.12%	$ 3,060.00	0.10%		$ 3,060.00
6610 · COMPUTER HARDWARE	$ 4,655.22	0.18%	$ 8,000.00	0.30%	$ 8,000.00	0.31%	$ 8,000.00	0.27%		$ 8,000.00
6620 · OFFICE SUPPLIES	$ 11,938.69	0.45%	$ 12,000.00	0.45%	$ 12,000.00	0.46%	$ 12,000.00	0.40%		$ 15,000.00
6626 · POSTAGE	$ 261.42	0.01%	$ 1,500.00	0.06%	$ 1,500.00	0.06%	$ 1,500.00	0.05%		$ 1,500.00
6629 · GENERAL INSURANCE	$ -	0.00%	$ 1,000.00	0.04%	$ 1,000.00	0.04%	$ 1,000.00	0.03%		$ 1,000.00
6650 · MEMBERSHIP, DUES & SUBSCRIPTION	$ 14,216.84	0.54%	$ 15,000.00	0.57%	$ 15,000.00	0.57%	$ 15,000.00	0.50%		$ 25,000.00
6662 · TRAINING, SCHOOLS, & SEMINARS	$ 10,203.35	0.39%	$ 15,000.00	0.57%	$ 15,000.00	0.57%	$ 25,000.00	0.84%	$ 10,000.00	$ 35,000.00
6670 · TRAVEL & LODGING	$ 24,253.36	0.92%	$ 25,000.00	0.94%	$ 25,000.00	0.95%	$ 30,000.00	1.01%	$ 5,000.00	$ 40,000.00
6675 · MEALS & ENTERTAINMENT	$ 5,699.13	0.22%	$ 20,000.00	0.76%	$ 20,000.00	0.76%	$ 20,000.00	0.67%		$ 20,000.00
6676 · MARKETING EVENTS	$ 49,756.73	1.88%	$ 50,000.00	1.89%	$ 50,000.00	1.91%	$ 50,000.00	1.68%		$ 50,000.00
6677 · MAKETING/ADVERTISING	$ 154,282.94	5.83%	$ 256,345.00	9.68%	$ 256,345.00	9.79%	$ 256,345.00	8.59%		$ 256,345.00
6678 · MARKETING DOWNTOWN	$ 3,084.00	0.12%	$ 45,000.00	1.70%	$ 45,000.00	1.72%	$ 61,971.91	2.08%	$ 16,971.91	$ 45,000.00
6680 · INCENTIVES	$ 173,659.10	6.56%	$ 300,000.00	11.33%	$ 270,000.00	10.31%	$ 210,000.00	7.04%	$ (60,000.00)	$ 565,500.00
6685 · SPECIAL PROJECTS	$ 74,402.06	2.81%	$ 100,000.00	3.78%	$ 100,000.00	3.82%	$ 100,000.00	3.35%		$ 150,000.00
6687 · BUSINESS RETENTION	$ 12,828.06	0.48%	$ 20,000.00	0.76%	$ 20,000.00	0.76%	$ 20,000.00	0.67%		$ 40,000.00
Total GENERAL & ADMINISTRATIVE	$ 539,240.90	20.36%	$ 879,631.00	33.21%	$ 877,131.00	33.50%	$ 849,102.91	28.45%	$ (28,028.09)	$ 1,310,287.00
OTHERS USES & TRANSFERS		0.00%		0.00%						
6950 · DEBT SERVICE	$ -	0.00%	$ 594,137.00	22.43%	$ 594,137.00	22.69%	$ 594,137.00	19.91%		$ 594,137.00
6995 · TRANSFERS TO CHAMBER	$ 15,000.00	0.57%	$ 15,000.00	0.57%	$ 25,000.00	0.95%	$ 25,000.00	0.84%		$ 25,000.00
7100 · DOWNTOWN TIRZ #11	$ 82,985.00	3.13%	$ 100,000.00	3.78%	$ 100,000.00	3.82%	$ 100,000.00	3.35%		$ 110,000.00
7200 · PURCHASE OF LAND	$ 8,253,080.28	311.62%	$ -	0.00%	$ 2,000,000.00	76.38%	$ 2,027,063.59	67.93%	$ 27,063.59	$ 1,000,000.00
7500 · IN-KIND TRANSFER OUT CITY	$ 30,000.00	1.13%	$ 30,000.00	1.13%	$ 30,000.00	1.15%	$ 30,000.00	1.01%		$ 30,000.00
Total OTHERS USES & TRANSFERS	$ 8,381,065.28	316.45%	$ 739,137.00	27.91%	$ 2,749,137.00	104.99%	$ 2,776,200.59	93.03%	$ 27,063.59	$ 1,759,137.00
Total Expense	$ 9,821,289.47	370.83%	$ 2,575,349.59	97.24%	$ 4,582,849.59	175.02%	$ 4,582,849.59	153.58%		$ 4,194,635.06
Net Income	$ **830,867.75**	31.37%	$ **73,100.41**	2.76%	$ **(1,964,399.59)**	-75.02%	$ **(1,598,774.02)**	-53.58%	$ 365,625.57	$ (883,165.19)
Beginning Working Capital - October 1	**$ 3,533,145.00**		**$ 3,533,145.00**		**$ 4,345,678.25**		**$ 4,345,678.25**			**$ 2,746,904.23**
Ending Working Capital - September 30	**$ 4,364,012.75**		**$ 3,606,245.41**		**$ 2,381,278.66**		**$ 2,746,904.23**			**$ 1,863,739.04**

FY 26 Draft CEDC Budget

FY 26 Draft Budget Overview

Purpose

- Preview FY26 draft budget ahead of final review and adoption in August
- Confirm strategic priorities and anticipate key expenditures
- Gather feedback before the **City Budget Workshop – July 30, 2025**

Key Considerations

- **Incentives & Capital Projects:**
  - Trinity Celina: $1.25M (Costco/Lowe's infrastructure)
  - Martinek Land: $1M (2nd installment)
  - Creeks Retail: $150K (2 payments)
- **Salaries & Staffing:**
  - Standard increases
  - New part-time front lobby position (max 30 hrs/week)

Budget Highlights

Line Item Updates

- **Destination Services:**
  - Renamed from "Downtown Marketing"
  - Reflects placemaking, tourism, and place-based marketing
  - Aligns with adopted CEDC framework
- **Marketing:**
  - Supports rollout of new branding guidelines
- **Special Projects:**
  - Increased for Martinek masterplan and district planning initiatives
- **Operational Stability**
  - Most line items show minor or inflationary adjustments

Next Steps

Next Steps

- **July 30:** City Budget Workshop
- **August:**
  - Final FY26 Budget Presentation
  - FY25 Year-in-Review
  - Board Adoption
- **September:** City Council Adoption

- **Recommendation**
  - Review draft FY26 budget
  - Provide feedback and direction
  - Prepare for August final review and adoption

Questions?