



AGENDA
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 3, 2026
12:00 PM

Life Connected.

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

1. Discussion regarding CEDC owned property

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 assignment of the Development, Incentive, and Facilities agreement with Trinity Celina LLC
2. Discussion regarding Project Cypress
3. Discussion regarding an economic development agreement for a business generally located at 300 N. Oklahoma Dr.
4. Discussion regarding Project Opal
5. Discussion regarding Project Kingsmen
6. Discussion regarding Project Orange
7. Discussion regarding Project the District
8. Discussion regarding an incentive application received for the property generally located at 201 W. Walnut St.

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

IV. PRESENTATION:

- A. Staff Updates

V. ACTION ITEM:

- A. Regular CEDC Board Meeting Minutes - January 6, 12:00pm.

- B. Regular CEDC Board Meeting Minutes - February 3, 12:00pm.
- C. Consider and act to approve an economic development and performance agreement with Vision and Structure, LLC. (Satarino)

VI. WORKSESSION:

- A. Discussion regarding updates to the CEDC Incentive Application. (Satarino)
- B. Discussion regarding live voting and Board emails. (Satarino)

VII. ADJOURNMENT:

“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 three (3) business days prior to the scheduled time of said meeting.”

Staff Liaison

City Council Chambers 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.



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MINUTES
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 6, 2026
12:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Members Present:

- President Clint Bissett
Vice President Andrew Donaldson
Secretary Cindy Peters
Treasurer Shane Lambert
Board Member Cody Hunter
Board Member Ryan Wilcox

Members Absent:

- Board Member Rocky Hussman

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 CEDC Attorney on any agenda item listed herein. (Closed to Public as provided in the Texas Government Code.)

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

Section 551.087 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 received from a business prospect generally located at 3740 FM 1385.
2. Discussion regarding an incentive application received for a development generally located at the NWC of Punk Carter Pkwy and S. Coit Rd.
3. 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 12:48pm.

IV. PRESENTATION:

A. Staff Updates

Melissa Thomas spoke regarding the item.

Anthony Satarino spoke regarding the item.

V. ACTION ITEM:

A. Regular CEDC Board Meeting Minutes - December 2, 12:00pm

Upon a motion by Board Member Cody Hunter and a second by Vice President Andrew Donaldson, the Board voted six (6) for and none (0) opposed to approve the Regular CEDC Board Meeting Minutes - December 2, 12:00pm. The motion carried 6-0.

B. Consider and act to approve an Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC. (Satarino)

Upon a motion by Treasurer Shane Lambert and a second by Board Member Ryan Wilcox, the Board voted six (6) for and none (0) opposed to approve an Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC. The motion carried 6-0.

C. Consider and act upon a Resolution adopting the Development Navigator Program.

Upon a motion by Vice President Andrew Donaldson and a second by Secretary Cindy Peters, the Board voted six (6) for and none (0) opposed to approve a Resolution adopting the Development Navigator Program. The motion carried 6-0.

VI. WORKSESSION:

A. 2025 CEDC year in review. (Satarino)

Anthony Satarino spoke regarding the item.

B. FY 25 year-end financial update. (Satarino)

Anthony Satarino spoke regarding the item.

Joshua McCarroll spoke regarding the item.

C. Discussion regarding the 2026 Joint Meeting between the CEDC Board and City Council. (Satarino)

Anthony Satarino spoke regarding the item.

VII. ADJOURNMENT:

President Bissett adjourned the meeting at 1:37 PM.

President

Date



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MINUTES
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 3, 2026
12:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Members Present:

- President Clint Bissett
- Vice President Andrew Donaldson
- Secretary Cindy Peters
- Treasurer Shane Lambert
- Board Member Rocky Hussman
- Board Member Ryan Wilcox
- Board Member Cody Hunter

Members Absent:

None

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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 CEDC Attorney on any agenda item listed herein. (Closed to Public as provided in the Texas Government Code.)

The CEDC Board convened into executive session at 12:00pm.

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 Kingsmen
2. Discussion regarding a partnership agreement between the CEDC and Hillwood Communities

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 1:13pm.

IV. PRESENTATION:

A. Staff Updates

Melissa Thomas spoke regarding the item.

V. **ACTION ITEM:**

A. Consider and act to authorize the Executive Director of the Celina Economic Development Corporation to execute a Standard Contract for Services with RKG Associates, Inc. for a Strategic Positioning, Land Use Alignment, and Target Industry Development Study, for an amount totaling \$98,690. (Satarino)

Upon a motion by Board Member Ryan Wilcox and a second by Secretary Cindy Peters, the Board voted seven (7) for and none (0) opposed to authorize the Executive Director to execute a Standard Contract for Services with RKG Associates, Inc. for a Strategic Positioning, Land Use Alignment, and Target Industry Development Study, for an amount totaling \$98,690. The motion carried 7-0.

VI. **ADJOURNMENT:**

President Bissett adjourned the meeting at 1:27 PM.

President

Date



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Economic Development
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board of Directors**
From:
CC: Anthony Satarino, Executive Director of Economic Development
Initiated Economic Development Corporation
by:
Date: March 3, 2026
Re: Consider and act to approve an economic development and performance agreement with Vision and Structure, LLC. (Satarino)

Action Requested:

Consider and act to approve an economic development and performance agreement with Vision and Structure, LLC. (Satarino)

Background Information:

In June 2021, the City of Celina and the Celina Economic Development Corporation (CEDC) approved an Economic Development Incentive Agreement with Vision and Structure LLC for the development of The Silos of Celina. The agreement provided for up to \$150,000 in combined City and CEDC grant reimbursements, subject to performance requirements including completion of the approved facility improvements, compliance with the Concept Plan (Exhibit B), satisfaction of annual taxable sales thresholds, and timely submission of required documentation.

The original concept contemplated a 2,400-square-foot, single-story barn-style structure integrated with silo elements, as reflected in Exhibit B of the agreement. Exhibit C further established a five-year economic impact projection, including annual taxable sales beginning at \$1.5 million in Year 1 and increasing to \$2.25 million by Year 5, along with projected employment growth from 27 full-time employees in Year 1 to 39 employees by Year 5. These projections supported the public-purpose findings and incentive justification at the time of approval.

Since execution of the agreement, the project evolved significantly from the original concept. Due to functional constraints, post-COVID construction cost escalation, and market demands, the development expanded to more than 9,000 square feet and now includes substantial additional amenities, such as a covered patio, second-floor event venue, cigar lounge within a historic silo, observation deck, video wall, second kitchen, and enhanced outdoor improvements. Total

construction costs exceeded \$3.5 million, compared to the original minimum capital investment commitment of \$750,000. Staffing has also increased beyond original projections.

Although construction was completed beyond the original contractual deadline of May 1, 2023, the facility is now fully operational and delivering a level of capital investment, employment impact, and downtown activation that substantially exceeds the original agreement assumptions.

Given the expanded scope, increased capital investment, and enhanced public benefit, staff recommends consideration of a new agreement that would:

- Update the construction completion date to reflect actual completion;
- Recognize a minimum capital investment of \$3,000,000;
- Maintain the original \$150,000 combined grant structure;
- Remove annual taxable sales requirements;
- Maintain a minimum employment requirement of 25 full-time equivalent (FTE) employees; and
- Establish a clear framework for documentation and reimbursement consistent with Article III of the original agreement.

The proposed action would align the agreement terms with the facility as constructed while maintaining accountability and reinforcing the City and CEDC's commitment to catalytic downtown investment.

Legal Review:

The CEDC Attorney has reviewed the attached agreement.

Supporting Documents:

1. EDCB - Action - Silos
2. Celina EDC - Chapter 380 Agreement - Performance Agreement - Vision and Structure LLC_FINAL

Financial Consideration:

City Grant - \$75,000 Total

- \$50,000 at execution of the agreement
- \$25,000 at the 1-year anniversary of the first payment

CEDC Grant - \$75,000 Total

- \$50,000 at execution of the agreement
- \$25,000 at the 1-year anniversary of the first payment

Staff Recommendation:

Staff recommends approval.



CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Economic Development and Performance Agreement with Vision and Structure LLC

Action

March 3, 2026





Background & Original Agreement (2021)

- In June 2021, the City of Celina and the Celina Economic Development Corporation (CEDC) entered into an Economic Development Incentive Agreement with Vision and Structure LLC for the development of *The Silos of Celina*. The agreement included up to \$150,000 in combined City and EDC grant reimbursements, contingent upon:
 - Construction of the approved facility improvements described in Exhibits A–C
 - Compliance with the Concept Plan (Exhibit B) and development plan approval
 - Completion of construction no later than May 1, 2023 (Section 3.1(a))
 - Submission of verified receipts, cost documentation, and a formal Payment Request within 30 days of completion (Articles III–IV)



Concept Plan (Exhibit B) – Original Approved Vision

- The 2021 Incentive Agreement includes a detailed site layout diagram depicting the original project concept (Exhibit B).
- Shows a single-story, barn-style structure with defined interior spaces, open seating areas, and the integration of silo structures.
- Provided the baseline physical blueprint for incentives eligibility and compliance review.
- Established expectations for building footprint, orientation, outdoor activation areas, and use of the property.





Exhibit C – Annual Taxable Sales Projections

- Exhibit C provides the developer’s 5-year financial projections, submitted as part of the incentive request. It includes:
 - **1. Annual Taxable Sales (Five-Year Plan)**
 - Year 1: **\$1,500,000**
 - Year 2: **\$1,750,000**
 - Year 3: **\$1,950,000**
 - Year 4: **\$2,000,000**
 - Year 5: **\$2,250,000**
 - **2. Monthly Taxable Sales Breakdown**
 - Monthly projections for each year (M1–M12), divided according to expected ramp-up in operations.
 - Year 1 monthly sales range primarily between \$100,000 and \$150,000.
 - Later years increase proportionally based on anticipated growth.
 - **3. Employee Count Projections**
 - Full-time and part-time employee counts forecasted for Years 1–5.
 - Year 1 staffing shows 27 full-time employees.
 - Year 5 staffing increases to 39 employees.
- These projections helped justify the economic impact of the project and the public-purpose findings necessary for granting incentives.



Developer's Narrative & Scope Expansion

- In November, 2025, the developer explained that the project evolved substantially from the original 2,400 sq. ft. barn-style concept due to functional constraints and post-COVID shifts in construction costs. The project ultimately expanded to 9,000+ sq. ft., adding:
 - A large covered first-floor patio
 - A second-floor event venue with bar, restrooms, and balcony
 - A cigar lounge inside one of the historic silos
 - An observation deck on the metal silo
 - A 14' x 8' video wall
 - A second kitchen (under construction)
 - Turf grass to improve outdoor usability
 - Staffing increases from 25 to more than 50 employees
- Total construction costs exceeded **\$3.5M**, compared to the approximately **\$750k** estimate discussed in the original EDC presentation. The developer notes that the expanded scope and COVID-era cost escalations contributed to prolonged construction timelines and higher operational needs.



Current Status & Basis for Reevaluation

- The Silos project is now fully completed and operating, delivering a substantially enhanced venue that exceeds the scope, quality, and community value envisioned in the original 2021 agreement. While construction extended beyond the original contractual deadline and formal expenditure documentation is still being compiled, the finished product reflects a significant expansion of amenities, capacity, and public benefit far beyond what was initially proposed.
- Given the scale of improvements, the increased employment impact, and the enhanced community activation created by the final facility, CEDC staff recommends moving toward a new agreement with many of the same terms of the original agreement.



Consideration of a New Agreement

A new agreement would allow the City and CEDC to:

- Align the agreement with the actual improvements delivered, which substantially exceed the original concept plan.
- Recognize that the expanded project represents a greater economic impact, higher capital investment, and more robust public-purpose outcomes than originally anticipated.
- Establish a clear path for the developer to provide verification of expenditures consistent with Article III(3.4), ensuring compliance and accountability while acknowledging the project's enlarged scale.
- Affirm the City's commitment to supporting transformative developments that meaningfully enhance the downtown district and local economy.



Original Deal Points

- Completion of Construction May 1, 2023.
- Developer shall spend a minimum of \$750,000 in capital investment.
- City Grant - \$75,000 total
 - \$25,000 at CO
 - \$25,000 at 1-year anniversary of CO
 - \$25,000 at 2-year anniversary of CO
- CEDC Grant - \$75,000 total
 - \$25,000 at CO
 - \$25,000 at 1-year anniversary of CO
 - \$25,000 at 2-year anniversary of CO
- Minimum Annual Taxable Sales – Developer must be within 25%
 - Year 1 - \$1.3M
 - Year 2 – \$1.5M
 - Year 3 - \$1.75M
 - Year 4 - \$2.0M
 - Year 5 – \$2.25M



Updated Deal Points

- Update Completion of Construction date to the present.
- Developer shall have spent a minimum of \$3,000,000 in capital investment.
- Developer has requested that the original grant funding be maintained. The payment schedule is updated to the following:
- **City Grant - \$75,000 Total**
 - \$50,000 at execution of the agreement
 - \$25,000 at 1-year anniversary of the first payment
- **CEDC Grant - \$75,000 Total**
 - \$50,000 at execution of the agreement
 - \$25,000 at 1-year anniversary of the first payment



Updated Deal Points – Cont.

- Job Creation
 - Developer shall maintain a minimum of 25 FTE employees at the facility during the term of the agreement
- Annual Taxable Sales Requirement would be removed.
 - Currently the development is on pace for \$1.5M+ in year one.
 - Many recent CEDC agreements do not include this requirement.



Current Status





Questions?

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “CEDC”), and **VISION AND STRUCTURE, LLC**, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

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

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

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

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

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the “CEDC”) is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

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

and Internet improvements . . .”; and

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

WHEREAS, Developer has applied to the City and CEDC for financial assistance necessary to construct an entertainment venue, including a whiskey bar with indoor and outdoor seating, outdoor stage, and cigar room located on the Property, as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes, to be generally located at 300 N. Oklahoma Dr, City of Celina, Collin County, Texas (hereinafter referred to as the “Property”); and

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

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2029**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **CEDC.** The term “CEDC” means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.
- (d) **City.** The word “City” means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.
- (e) **City Regulation.** The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Facility.
- (f) **Developer.** The word “Developer” means Vision and Structure, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 4005 Preston Lakes Circle, Celina, Texas 75009-2284.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **Facility.** The word “Facility” means the construction of an entertainment venue, including a whiskey bar with indoor and outdoor seating, outdoor stage, and cigar room located on the Property, as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (j) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (k) **Property.** The word “Property” means 300 N. Oklahoma Dr, Celina, Texas 75009.

- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvements of the building, and related infrastructure located on the Property, and which meet the definition of “project” as that term is defined in Section 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (m) **Sales and Use Tax.** The words “Sales and Use Tax” or “Sales and Use Taxes” mean the City’s municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (n) **Sales Tax Report.** The words “Sales Tax Report” mean Sales Tax Report as defined in Section 4(e).
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (q) **Type A Sales and Use Tax Revenue.** The words “Type A Sales and Use Tax Revenue” mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%), generated for use by the CEDC.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Facility and Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Facility and Qualified Expenditures made to the Property in a minimum amount of **Three Million and No/100 Dollars (\$3,000,000.00)** by **April 30, 2026**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **April 30, 2026**, a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Facility and Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Facility and Qualified Expenditures.
- (c) **Development.** The Facility shall be constructed and operated in accordance the plans provided in **Exhibit A**, and any site plan, building elevations, or landscape plans approved

by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

- (d) **Operate Facility.** Developer agrees to maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Facility and during the Term of this Agreement, Developer covenants and agrees to keep the Facility open during normal operating hours.
- (e) **Reporting of Sales and Use Tax; Type A Sales and Use Tax Revenue; Mixed-Beverage Sales Tax.** Developer covenants and agrees to provide to the City and CEDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property, and mixed-beverage sales tax and mixed-beverage gross receipts tax as a result of the operation of the Facility and the total quarterly sales occurring at the Property (“Sales Tax Report”). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and remitted by the State Comptroller to the City. Additionally, Developer covenants and agrees to obtain any third party’s consent for the State Comptroller’s office to release the annual reported figures along with any State audit adjustments to the City and EDC. The City and EDC hereby agree to keep this information “Confidential” consistent with the Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by **August 1, 2026**, for the reporting period of **April 1, 2026 to June 30, 2026**, and quarterly thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees by **April 30, 2026**, and during the Term of this Agreement to employ and maintain a minimum of **twenty-five (25)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **May 31, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **May 31, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (g) **Performance Conditions.** Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.
- (h) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.
- (i) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the “Prohibited Uses”).
- (j) **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.
- (k) **Celina Chamber of Commerce.** Developer shall be a member of the Celina Chamber of Commerce during the Term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

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

- (a) **Financial Assistance.** City covenants and agrees to submit reimbursement to Developer for the Facility and Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the aggregate amount not to exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** as follows:
 - (1) **Fifty Thousand and No/100 Dollars (\$50,000.00)** upon the Effective Date of this Agreement;
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one-year anniversary of the Effective Date of this Agreement; and
- (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.** CEDC covenants and agrees to submit reimbursement to Developer for the Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the aggregate amount not to exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00)** as follows:
 - (1) **Fifty Thousand and No/100 Dollars (\$50,000.00)** upon the Effective Date of this Agreement;
 - (2) **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** upon the one-year anniversary of the Effective Date of this Agreement; and
- (b) **Performance.** CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

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

SECTION 8. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments,

use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

- (e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.
- (f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

- (a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**
- (b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third

parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally

delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City: City of Celina, Texas
142 N. Ohio Street
Celina Texas 75009
Attn: City Manager
Telephone: (972) 382-2682

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

if to Developer: Vision and Structure, LLC
4005 Preston Lakes Circle
Celina, Texas 75009-2284
Attn: Michael Arani
Telephone: (214) 697-5887

- (h) **Revenue Sharing Agreement.** The Parties designate this Agreement as a revenue sharing agreement, thereby entitling the City and CEDC to request Sales and Use Tax information and Type A Sales and Use Tax Revenue information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.
- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City and/or CEDC notifies Developer of the violation.

- (l) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (n) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (o) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of

at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

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:

VISION AND STRUCTURE, LLC,
a Texas limited liability company,

By: _____
Michael Arani
Title: _____
Date Signed: _____

Exhibit A

[Depiction of the Facility]





Life Connected.

Economic Development
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board of Directors**
From:
CC: Anthony Satarino, Executive Director of Economic Development
Initiated Economic Development Corporation
by:
Date: March 3, 2026
Re: Discussion regarding updates to the CEDC Incentive Application. (Satarino)

Action Requested:

Discussion regarding updates to the CEDC Incentive Application.

Background Information:

CEDC staff is presenting an updated Economic Development Incentive Application for Board discussion and direction. As Celina continues to grow and attract a broader mix of projects, the volume and complexity of incentive requests have increased significantly. The current application captures general information but does not consistently provide the depth of detail needed to evaluate capital investment, infrastructure impact, employment projections, and overall community benefit. Requests now range from smaller community-focused initiatives to large-scale, multi-phase developments, and staff has identified the need for a more structured and standardized intake process to ensure consistent evaluation across project types.

The proposed update strengthens the application by requiring clearer project narratives, expanded property and site detail, defined infrastructure and utility considerations, and sources of financing. It also introduces more structured documentation of construction impact and overall economic contribution, allowing staff and decision-makers to better assess both short- and long-term benefits. The improved format reduces the need for follow-up requests, supports side-by-side comparison of proposals, and creates stronger internal documentation. Additionally, the application will be integrated into the City's new CRM platform, streamlining digital submission and improving internal processing efficiency. The updated application is anticipated to launch concurrently with the CRM implementation, pending Board input.

Legal Review:

The CEDC Attorney has reviewed the updated Incentive Application.

Supporting Documents:

1. EDCB - Worksession - Updated Incentive Application - FINAL

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff is requesting feedback from the CEDC Board of Directors.



CELINA
ECONOMIC
DEVELOPMENT

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Proposed updates to the CEDDC Incentive Application

Work Session
March 3, 2026





Background

- CEDC staff processes incentive applications for both the City and CEDC.
- CEDC staff currently utilize an incentive application that gathers high-level information but does not fully support the level of analysis required for the mix and complexity of projects received.
 - Example:
 - Does not require the applicant to select the type of incentive being requested.
 - Sources of funding are not required to be shared.
 - Business plans and pro formas are not requested.
- CEDC staff requests this information from the applicant following their submission. However, it creates an additional step in the process that could be resolved if it was requested in the application.



Proposed Updated Incentive Application

- The updated application ensures the CEDC Board and City Council has the information needed to evaluate requests consistently and efficiently.
- The proposed updates are to support better-informed recommendations to the CEDC Board and City Council.
- Gives the applicant a timeline of how the application will be processed.



Proposed Updates

- Addition of review timelines
- Clearer project narrative prompts
- Expanded property and site detail
- Defined infrastructure and utility impact
- Standardized employment and payroll tables
- Structured construction impact
- Dedicated community impact
- Clear identification of requested incentive support
- Sources of capital
- Improved organization and consistency across applications
- Compatible with new Zoho CRM
 - Applicant can fill out the application digitally and the information will be paired with their profile in Zoho



Process Improvement

- Saves staff time by obtaining most of the necessary information upfront rather than following up with the applicant via emails and phone calls
- Supports side-by-side comparison of incentive requests
- Creates better documentation for long-term tracking
- Accessibility and compatibility with the new CRM reduces redundancies in processing information



Zoho Online Submission

- Allows the applicant to select the type of assistance they need and tailor the application to their specific request.
 - Not all application fields are applicable for each incentive request type
 - Example: Community Development projects differ from technical assistance requests
- Applicant information will be automatically inputted into the CRM



Anticipated Rollout

- Zoho CRM will go live on April 1.
- Once the CRM is live, the updated incentive application will be available on the CEDC website.



Questions?



Life Connected.

Economic Development
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board of Directors**
From:
CC: Anthony Satarino, Executive Director of Economic Development
Initiated Economic Development Corporation
by:
Date: March 3, 2026
Re: Discussion regarding live voting and Board emails. (Satarino)

Action Requested:

No action is being requested.

Background Information:

This item discusses the new live voting system and the associated Outlook accounts for the CEDC Board.

Legal Review:

N/A

Supporting Documents:

1. EDCB - Worksession - Board Emails and Live Voting

Financial Consideration:

N/A

Staff Recommendation:

N/A



CELINA
ECONOMIC
DEVELOPMENT

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Board Emails and Live Voting

Work Session
March 3, 2026





Live Voting

- City Council transitioned to a live voting system in 2025.
- Currently, no other Boards and Commissions are utilizing the live voting system. CEDC and P&Z will transition to the system in 2026.
- City Secretary and IT will be present at CEDC meetings to:
 1. Train the Board on the system.
 2. Assist with technical issues during meetings.
 3. Administer the live votes to the CivicClerk system.
- The CEDC Board will begin using the live voting system at the April 7th regular meeting.



Board Emails

- The City has issued Outlook email accounts and Microsoft licenses for the CEDC Board.
- These email addresses are required to access the live voting system.



Questions?