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AGENDA
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 5, 2026
12:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. OPEN FORUM

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

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

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the CEDC Attorney on any agenda item listed herein. (Closed to Public as provided in the Texas Government Code.)

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

- 1. Discussion regarding Project Kingsmen 2.0
2. Discussion regarding Project Highland
3. Discussion regarding Project Pitch
4. Discussion regarding Project 151
5. Discussion regarding Project Rooster
6. Discussion regarding Project Cypress

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 - April 7th, 12:00pm.
B. Consider and act to approve an economic development and performance agreement with ATRH, LLC

VI. 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, APRIL 7, 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
Treasurer Shane Lambert
Secretary Cindy Peters
Board Member Cody Hunter
Board Member Rocky Hussman
Board Member Ryan Wilcox

Members Absent:

- Vice President Andrew Donaldson

II. OPEN FORUM

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

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

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the CEDC Attorney on any agenda item listed herein. (Closed to Public as provided in the Texas Government Code.)

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

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

- 1. Discussion regarding Executive Director's performance metrics

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 151
2. Discussion regarding Project Kingsmen

3. Discussion regarding Project Facet
4. Discussion regarding Project Highland
5. Discussion regarding Project Verona
6. Discussion regarding Project Slice
7. Discussion regarding Project Storyline
Board President Clint Bissett recused himself during the item.
8. Discussion regarding Project Latera
9. Discussion regarding Project Origin
Board Member Ryan Wilcox recused himself during the item.
10. Discussion regarding Project Dusk
11. Discussion regarding Project Jasper
Board President Clint Bissett recused himself during the item.

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

The CEDC Board reconvened into open session at 1:45pm.

Board Member Ryan Wilcox recused himself during the vote.

Upon a motion by Board Member Cody Hunter and a second by Board Member Rocky Hussman, the Board voted five (5) for and none (0) opposed to approve a first amendment to an economic development incentive agreement with EWS Safe and Secure LLC and Joe East Enterprises Inc. The motion carried 5-0.

IV. PRESENTATION:

- A. Celina Chamber of Commerce Update
Alexis Jackson spoke regarding the item.
- B. Staff Updates
Melissa Thomas spoke regarding the item.

V. ACTION ITEM:

- A. Consider and act to approve an Assignment of Obligation to a Development, Incentives, and Facilities Agreement
Upon a motion by Board Member Cody Hunter and a second by Treasurer Shane Lambert, the Board voted six (6) for and none (0) opposed to approve an Assignment of Obligation to a Development, Incentives, and Facilities Agreement. The motion carried 6-0.
- B. Regular CEDC Board Meeting Minutes - March 3, 12:00pm.

Upon a motion by Board Member Ryan Wilcox and a second by Board Member Rocky Hussman, the Board voted six (6) for and none (0) opposed to approve the Regular CEDC Board Meeting Minutes - March 3, 12:00pm. The motion carried 6-0.

VI. ADJOURNMENT:

President Bissett adjourned the meeting at 2:04pm.

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 by: Economic Development Corporation
Date: May 5, 2026
Re: Consider and act to approve an economic development and performance agreement with ATRH, LLC

Action Requested:

Consider and act to approve an economic development and performance agreement with ATRH, LLC

Background Information:

The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and ATRH, L.L.C. (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer proposes to complete patio and site improvements, including drainage, awnings, and fencing, at 219 W. Pecan Street, with a minimum investment of \$50,000 in Qualified Expenditures. In return, the City and CEDC agree to provide financial assistance totaling \$20,000, contingent upon the Developer meeting construction deadlines, operational requirements, and job creation commitments.

The City of Celina agrees to reimburse the Developer \$10,000 for Qualified Expenditures, disbursed upon issuance of a certificate of occupancy for the improvements.

The CEDC agrees to reimburse the Developer \$10,000 for Qualified Expenditures, disbursed upon issuance of a certificate of occupancy for the improvements.

The Developer must complete construction and submit documentation verifying at least \$50,000 in Qualified Expenditures by December 31, 2026, obtain a certificate of occupancy, and maintain a minimum of four (4) full-time equivalent jobs at the property. The Developer is also required to submit quarterly sales tax reports and compliance documentation throughout the term of the agreement, which extends through December 31, 2027.

Following any action from the CEDC Board, this item will be considered by the City Council for final approval.

Legal Review:

The CEDC attorney has reviewed the attached agreement.

Supporting Documents:

- 1. Celina EDC - City of Celina - Chapter 380 Agreement - Performance Agreement - ATRH LLC
- 2. EDCB - Action - EDA with ATRH LLC

Financial Consideration:

The CEDC agrees to reimburse the Developer \$10,000 for Qualified Expenditures, disbursed upon issuance of a certificate of occupancy for the improvements.

Staff Recommendation:

Staff recommends approval.

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

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “CEDC”), and **ATRH, L.L.C.**, 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 for the construction and installation of improvements consisting of patio improvements, including drainage improvements, awning improvements, and patio fencing located on the Property, as generally depicted in *Exhibits A and B* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as the "Qualified Expenditures"), to be generally located at 219 W. Pecan Street, 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, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **CEDC.** The term “CEDC” means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.
- (d) **City.** The word “City” means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.
- (e) **City Regulation.** The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Qualified Expenditures.
- (f) **Developer.** The word “Developer” means ATRH, L.L.C., a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 219 W. Pecan Street, Celina, Texas 75009.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **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.
- (j) **Property.** The word “Property” means 219 W. Pecan Street, Celina, Texas 75009.
- (k) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or improvements consisting of patio improvements, including drainage improvements, awning improvements, and patio fencing 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, as depicted in *Exhibits A and B* of this Agreement.

- (l) **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.
- (m) **Sales Tax Report.** The words “Sales Tax Report” mean Sales Tax Report as defined in Section 4(e).
- (n) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (o) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (p) **Type A Sales and Use Tax Revenue.** The words “Type A Sales and Use Tax Revenue” mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%), generated for use by the CEDC.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Fifty Thousand and No/100 Dollars (\$50,000.00) by December 31, 2026.**
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31, 2026**, a certificate of occupancy from the City of Celina, Texas, for the Qualified Expenditures located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.
- (c) **Development.** The Qualified Expenditures 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 Qualified Expenditures 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 Qualified Expenditures.** Developer agrees to maintain and operate the Qualified Expenditures 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 Qualified Expenditures and during the Term of this Agreement, Developer covenants and agrees to keep the Qualified Expenditures 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 Qualified Expenditures 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 **May 1, 2027**, for the reporting period of **January 1, 2027 to March 31, 2027**, and quarterly thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees by **January 1, 2027**, and during the Term of this Agreement to employ and maintain a minimum of **four (4)** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **April 1, 2027**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC a quarterly 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 “Quarterly Compliance Verification”). The Developer covenants and agrees beginning on **April 1, 2027**, and quarterly thereafter during the Term of this Agreement, there will be a total of **three (3)** 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) **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 Qualified Expenditures as part of its updates to the community regarding

economic development of the City.

- (h) **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.
- (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.
- (j) **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 Qualified Expenditures: 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”).

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 Qualified Expenditures and Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the aggregate amount not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** as follows:
 - (1) **Ten Thousand and No/100 Dollars (\$10,000.00)** upon receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.
- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

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

- (a) **Financial Assistance.** 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 **Ten Thousand and No/100 Dollars (\$10,000.00)** as follows:
 - (1) **Ten Thousand and No/100 Dollars (\$10,000.00)** upon receipt of a certificate of

occupancy consistent with Section 4(b) of this Agreement.

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

SECTION 7. CESSATION OF ADVANCES.

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

SECTION 8. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.
- (e) **Building Permit Revoked.** If any applicable building permits required for the Qualified Expenditures 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 Qualified Expenditures 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:

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

if to Developer:

ATRH, L.L.C.
219 W. Pecan Street
Celina, Texas 75009
Attn: Andrew Miller, Owner
Telephone: (469) 202-3170

- (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:

ATRH, L.L.C.,
a Texas limited liability company,

By: _____
Andrew Miller, Owner
Date Signed: _____

Exhibit A

[Depiction of the Qualified Expenditures]



Construction
WE'VE GOT YOU COVERED!

K&M Construction
2001 Skyline Dr. Ste A-155
Sherman, TX 75092
Phone: (903) 870-6748

Company Representative
Tony Nobles
Phone: (903) 271-8111
tony@kmroofpros.com

04/13/2026
Claim Information

Andrew Miller
219 West Pecan Street
Celina, TX 75009
(972) 757-9803

Job: 3876: Andrew Miller

Infrastructure

R panel wall system, awning and gutter to mitigate water

- Remove and dispose of the existing gutters and downspouts.
- Fabricate and install new commercial gutter system with 2 downspouts
- Install R panel wall system
- Fabricate and install metal awning across the windows and doors, approximately 40' wide and 4' of depth, with wall bracing
- Install gutter system on from of awning
- Install eyebolts

Flatwork

- Remove existing concrete at back door
- Install new concrete pad at back door with no ramp

Drainage/water mitigation

- Excavate excess rock/soil fill from back parking area
- Build base layer
- Apply 4" crushed granite
- Grade parking area with appropriate draining
- Install french drain and water mitigation system w/ popups to remove excess water

Plumbing

- Install yard hydrant water spigot

Electric

- Remove not-in-use electric meter box
- install 2 additional exterior outlets at the desired locations

Qty	Unit
1.00	EA
\$32,750.00	

Fencing Section

Fence

- Construct 8' board on board fence w/ top cap
- Construct double sliding gate with approximately 18' opening
- Construct a 36" walk through gate near electric main shut off
- Install 12' tall posts to hang lights
- Fence and gate include stain

Qty	Unit
1.00	EA
\$14,750.00	

Survey/Permitting/Payment Schedule

includes survey and permitting

\$2000 credit towards additional documentation (plans, drainage plans ect.)

Payment schedule 25% up front, 25% after metal work is complete, 25% after grading and rock are complete, 25% when project is complete

Qty	Unit
\$3,350.00	

TOTAL	\$50,850.00
--------------	--------------------

Exhibit B

[Depiction of the Patio]





CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Economic Development Agreement with ATRH, LLC

Action

May 5, 2026



CELINA
ECONOMIC
DEVELOPMENT



TERRAMANIA
DECOR INSPIRED BY NATURE

219 W Pecan St

The Texas you were promised.



Agreement Terms

- Developer will construct patio and site improvements, including draining, awning, and fencing improvements as depicted in Exhibit B of the agreement.
- Developer agrees to invest a minimum of \$50,000 in qualified expenditures. Qualified expenditures are defined in Exhibit A of the agreement.
- City and EDC agree to provide financial assistance totaling \$20,000, contingent upon developer obtaining a CO on the patio improvements by December 31, 2026. The grant terms are as follows:
 - The City of Celina agrees to reimburse the Developer \$10,000 for Qualified Expenditures, disbursed upon issuance of a certificate of occupancy for the improvements.
 - The CEDC agrees to reimburse the Developer \$10,000 for Qualified Expenditures, disbursed upon issuance of a certificate of occupancy for the improvements.
- Developer must maintain a minimum of four (4) full-time equivalent jobs at the property.



Exhibit A – Qualified Expenditures



K&M Construction
2001 Skyline Dr. Ste A-155
Sherman, TX 75092
Phone: (903) 870-6748

Company Representative
Tony Nobles
Phone: (903) 271-8111
tony@kmroofpros.com

04/13/2026
Claim Information



Andrew Miller 219 West Pecan Street Celina, TX 75009 (972) 757-9803	Job: 3876: Andrew Miller
Infrastructure	
R panel wall system, awning and gutter to mitigate water	
<ul style="list-style-type: none"> - Remove and dispose of the existing gutters and downspouts. - Fabricate and install new commercial gutter system with 2 downspouts - Install R panel wall system - Fabricate and install metal awning across the windows and doors, approximately 40' wide and 4' of depth, with wall bracing - Install gutter system on from of awning - Install eyebolts 	
Flatwork	
<ul style="list-style-type: none"> - Remove existing concrete at back door - Install new concrete pad at back door with no ramp 	
Drainage/water mitigation	
<ul style="list-style-type: none"> - Excavate excess rock/soil fill from back parking area - Build base layer - Apply 4" crushed granite - Grade parking area with appropriate draining - Install french drain and water mitigation system w/ popups to remove excess water 	
Plumbing	
<ul style="list-style-type: none"> - Install yard hydrant water spigot 	
Electric	
<ul style="list-style-type: none"> - Remove not-in-use electric meter box - install 2 additional exterior outlets at the desired locations 	
	Qty Unit
	1.00 EA
	\$32,750.00
Fencing Section	
Fence	
<ul style="list-style-type: none"> - Construct 8' board on board fence w/ top cap - Construct double sliding gate with approximately 18' opening - Construct a 36' walk through gate near electric main shut off - Install 12' tall posts to hang lights - Fence and gate include stain 	
	Qty Unit
	1.00 EA
	\$14,750.00
Survey/Permitting/Payment Schedule	
includes survey and permitting	
\$2000 credit towards additional documentation (plans, drainage plans ect.)	
Payment schedule 25% up front, 25% after metal work is complete, 25% after grading and rock are complete, 25% when project is complete	
	Qty Unit
	\$3,350.00
TOTAL	\$50,850.00



Exhibit B – Depiction of Patio Improvements



Renderings: Back Façade Awning



Back Sliding Gate



Questions?