



Life Connected.

**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, JUNE 21, 2021
5:00 PM**

AGENDA

I. CALL TO ORDER:

II. ACTION:

- A. Consider and act upon an Amended and Restated Economic Incentive Agreement between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC, to amend and replace the existing Incentive Agreement with Valley Vines Distribution, LLC.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation.

- A. Shea Scott vs. The City of Celina

Reconvene into Open Session:

- B. Consider and act upon any items discussed in executive session.

IV. ADJOURN:

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.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall 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 ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Vicki Tarrant, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: June 21, 2021
Re: Valley Vines - DIP

Action Requested:

Consider and act upon an Amended and Restated Economic Incentive Agreement between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC, to amend and replace the existing Incentive Agreement with Valley Vines Distribution, LLC.

Background Information:

This agreement amends and restates the authorized economic incentive funding for the upgrade of the building at 222 W. Walnut St. #100 by Valley Vines.

The Celina Economic Development Corporation will also contribute towards improvements.

Financial Considerations:

The City and EDC will contribute towards the improvements. The EDC will contribute a total of \$30,000 for Phase 1 (interior improvements), in two equal payments. The City will contribute a total of \$25,000 for Phase 2 (patio improvements) and Phase 3 (lawn improvements), in two equal payments.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

**AMENDED & RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— VALLEY VINES DISTRIBUTION, LLC**

This Amended and Restated Economic Development Incentive Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), and Valley Vines Distribution, LLC (the “Tenant”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain Economic Development Incentive Agreement, executed on February 9, 2021 (the “Original Agreement”); and

WHEREAS, the Parties desire to replace, in its entirety, the Original Agreement with this Agreement, such that the Original Agreement shall no longer be of any force or effect; and

WHEREAS, Nora Jill Rodarmer is the owner (the “Owner”) of the real property described in **Exhibit A** (the “Property”) which consists of an approximately 0.1664± acre tract of land in Celina, Collin County, Texas, generally located at 222 W. Walnut Street, Celina, Texas; and

WHEREAS, the Tenant intends to lease from Owner and remodel an existing 3,550 square foot structure on the Property, to include a wine tasting bar with patio, lawn area, and façade improvements, more fully described in the submittals filed by Tenant with the City and in the concept plans attached as **Exhibit B**, in order to obtain one or more building permits (hereinafter defined as the “Facility”); and

WHEREAS, the Tenant has advised the City and the CEDC that a contributing factor that would induce the Tenant to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior, patio, and lawn areas of the Property (the “Facility Improvements”) through economic development grants and incentives as set forth herein; and

WHEREAS, the Facility Improvements shall consist of three phases, Phase I being for interior improvements (“Phase I”), Phase II being for patio improvements on the Property (“Phase II”), and Phase III being for lawn improvements on the Property (“Phase III”), each depicted in **Exhibit B**; and

WHEREAS, the CEDC’s contribution to the Facility Improvements will be made in two equal payments for Phase I of the Facility Improvements; and

WHEREAS, the City’s contribution to the Facility Improvements will be made in two equal payments for Phases II and III of the Facility Improvements; and

Attachment: Proposed Agreement (Valley Vines – Amended DIP)

WHEREAS, the City and CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of Phases II and III of the Facility Improvements; and

WHEREAS, the CEDC intends to contribute an amount not to exceed thirty thousand and no/100 dollars (\$30,000.00) toward the cost of Phase I of the Facility Improvements; and

WHEREAS, as consideration for City entering into this Agreement, Tenant agrees to a mural being installed and maintained by the City on the east side of the Facility, and consents to the City and Owner entering into a license agreement for the mural to be on the Facility (the “Mural License”);

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Tenant in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the “Act” or “Development Corporation Act”) authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the Grant (hereinafter defined) for Phase I of the Facility Improvements to be made hereunder is required or suitable to promote or develop

new or expanded business enterprises and constitutes a “project,” as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for Phase I of the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City’s inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Original Agreement is amended and restated in its entirety as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Act” or “Development Corporation Act” shall have the meaning ascribed in the Recitals above.

“Agreement” shall have the meaning ascribed in the introductory paragraph above.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“CEDC” shall have the meaning ascribed in the introductory paragraph above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct Phase I of the Facility Improvements not to exceed thirty thousand and no/100 dollars (\$30,000.00), to be paid as set forth herein.

“City” shall have the meaning ascribed in the introductory paragraph above.

“City Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct Phases II and III of the Facility Improvements not to exceed twenty-five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

“Commencement of Construction” for any phase of the Facility Improvements shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of any phase of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of any phase of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on any phase of the Facility Improvements has commenced.

“Completion of Construction” for any phase of the Facility Improvements shall mean that (i) construction of any particular phase of the Facility Improvements has been substantially completed, (ii) the City has inspected and accepted the particular phase of the Facility Improvements constructed, and (iii) the City has issued a final certificate of occupancy for the phase of the Facility Improvements constructed.

“Concept Plan” shall mean the architectural renderings and design plan attached hereto as **Exhibit B**.

“Effective Date” shall have the meaning in Article II below.

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Expenditure Information” shall have the meaning ascribed in in Section 3.2(c).

“Facility” shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit B**.

“Facility Improvements” shall have the meaning ascribed in the Recitals above and shall consist of Phase I, Phase II, and Phase III improvements.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grants” shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty-five thousand and no/100 dollars (\$55,000.00).

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Tenant or any property or any business owned by the Tenant or any of its affiliates or related entities.

“Mural License” shall have the meaning ascribed in the Recitals above.

“Original Agreement” shall have the meaning ascribed in the Recitals above.

“Party” and “Parties” shall have the meanings ascribed in the introductory paragraph above.

“Payment Request” means a complete written request from the Tenant to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Tenant for the design and construction of the Facility Improvements.

“Phase I” shall have the meaning ascribed in the Recitals above and consist of interior improvements on the Property, as depicted in **Exhibit B**.

“Phase II” shall have the meaning ascribed in the Recitals above and consist of improvements to the patio area of the Property, as depicted in **Exhibit B**.

“Phase III” shall have the meaning ascribed the Recitals above and consist of improvements to the lawn area of the Property, as depicted in **Exhibit B**.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Tenant and/or Owner, including but not limited to the Mural License.

“Tenant” shall have the meaning ascribed in the introductory paragraph above.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Projects

3.1 (a) Facility Construction Timeframe. The Tenant shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Tenant shall, subject to events of Force Majeure, cause Commencement of

Construction of the Facility Improvements to occur not later than three (3) years from the Effective Date of this Agreement.

(b) Development of the Property. The Tenant understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit B**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Tenant shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Tenant agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Tenant agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards, and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Tenant represents that it will spend at least \$100,000 total on all Facility Improvements.

(c) Building Permit Fees. Assuming Tenant timely applies for a building permit for each phase of the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

3.2 Facility Improvements Project.

(a) City Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of Phase II and Phase III of the Facility Improvements through the payment of the City Grant. The City Grant shall consist of two equal payments of \$12,500 for Phases II and Phase III of the Facility Improvements, as depicted in the Concept Plan. The Phase II payment of \$12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase II improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase II improvements. The Phase III payment of \$12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase III improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase III improvements.

(b) CEDC Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of Phase I of the Facility Improvements through the payment of the CEDC Grant. The initial payment of \$15,000 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events occurs: (i) CEDC's receipt of a Payment Request for Phase I; and (ii) issuance of a certificate of occupancy from the City for Phase I of the Facility Improvements. The second and final payment of \$15,000 of the CEDC Grant shall be paid one year after the date of the initial payment, if there is an ongoing business operating in the Facility, and if the Tenant satisfies the conditions in Article IV.

(c) Facility Improvement Cost Verification. Following Completion of Construction

of each phase of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of each phase of the Facility Improvements, Tenant shall submit to the City and the CEDC a Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of each phase of the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least \$100,000 total on the Facility Improvements (the “Expenditure Information”). The City and CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Tenant, and Tenant shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV Conditions to Grant Payments

4.1 The obligation of the CEDC to pay the CEDC Grant and the City to pay any portion of the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Tenant, plus each of the terms and conditions set forth below:

(a) Payment Request. Tenant shall have timely provided the City and the CEDC with a Payment Request, including Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

(b) Good Standing. Tenant shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction of each phase and Completion of Construction of each phase occur within the time required by this Agreement.

(d) Certificate of Occupancy. Tenant shall have timely received a certificate of occupancy for each phase of the Facility Improvements.

(e) Expenditure Information. Tenant timely submits Expenditure Information for each phase to the City and the CEDC and both entities verify that Tenant incurred costs of at least \$100,000 total on the Facility Improvements.

(f) Celina Chamber of Commerce. Tenant shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

(g) Mural License. Owner enters into the Mural License with City for a term of 90 years.

Article V Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all of the Parties;
- (b) by the City and/or the CEDC, if the Tenant defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Tenant shall have become delinquent (provided, however, the Tenant retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City or the CEDC if the Tenant suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City or CEDC immediately if the Tenant files any false documentation relating to the Expenditure Information for either phase submitted to verify the amount of any Payment Request;
- (g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Tenant fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Tenant within thirty (30) days after written notice thereof; or
- (h) by the City or CEDC immediately upon the filing by Tenant of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Tenant is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Tenant, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Tenant, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Tenant with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Tenant to receive the Grants shall be personal to the Tenant and shall not transfer to the Tenant's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City and CEDC's obligations to pay the Grants 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 Tenant, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Tenant hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Tenant 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 Tenant, 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.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Tenant, to:

Valley Vines Distribution, LLC
Attn: Melody Samuelson
222 W. Walnut St. #100
Celina, Texas 75009

With Copy for the owner, to:

Nora Jill Rodarmer
P.O. Box 670
Tioga, Texas 76271

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Tenant agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Tenant shall repay the CEDC grant and the City Grant herein and any other funds received by the Tenant from the City and/or the CEDC as of the date of such violation within 120 days after the date the Tenant is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Tenant is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Tenant or by a person or entity with whom the Tenant contracts.

[SIGNATURES ON THE FOLLOWING PAGE]

Attachment: Proposed Agreement (Valley Vines – Amended DIP)

EXECUTED on the ____ day of _____, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

VALLEY VINES DISTRIBUTION, LLC

By: _____
Melody Samuelson, Manager

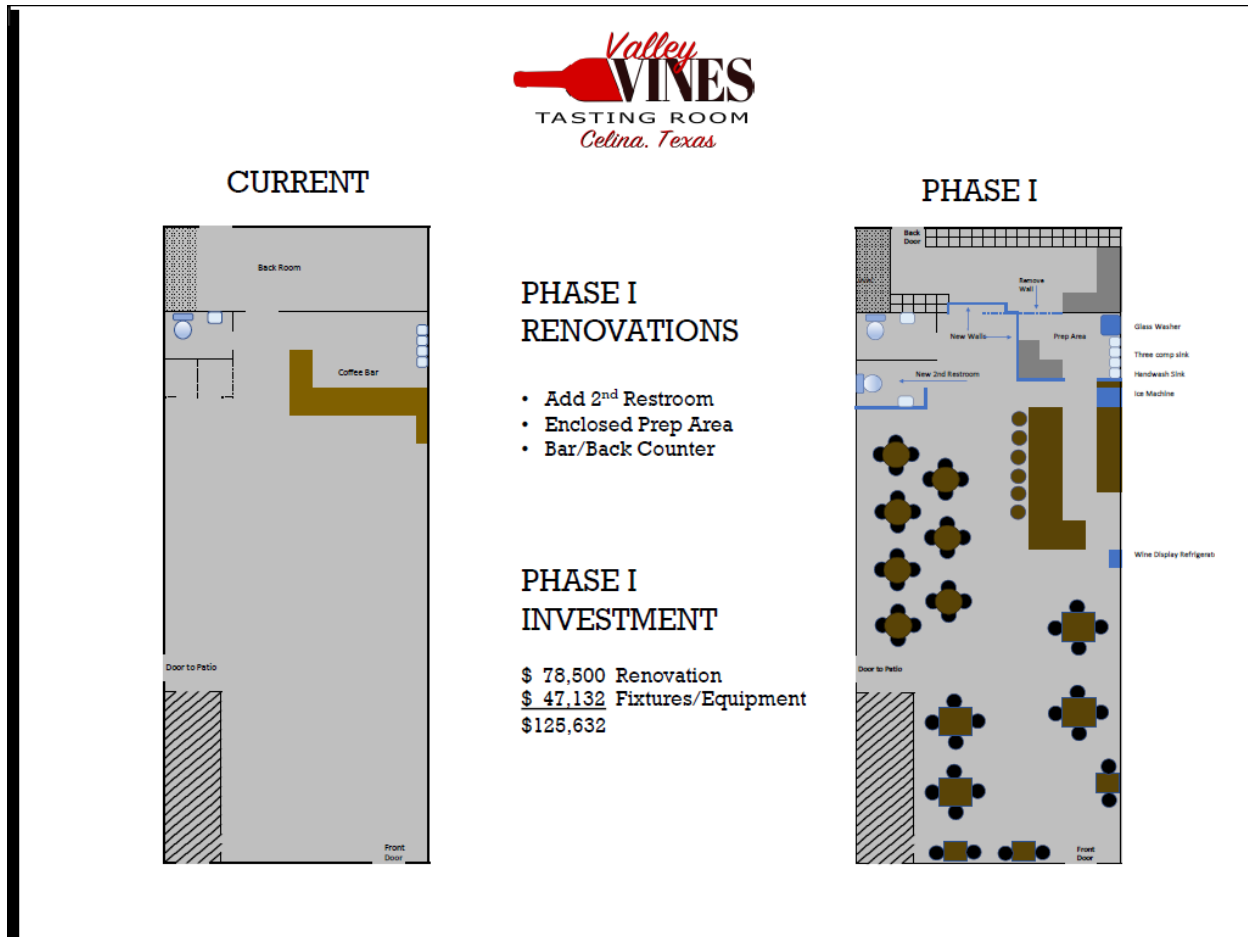
Attachment: Proposed Agreement (Valley Vines – Amended DIP)

EXHIBIT “A”
Property Description

Celina Original Donation, Blk 5, Lots 11 and 12

Attachment: Proposed Agreement (Valley Vines – Amended DIP)

EXHIBIT "B" CONCEPT PLAN

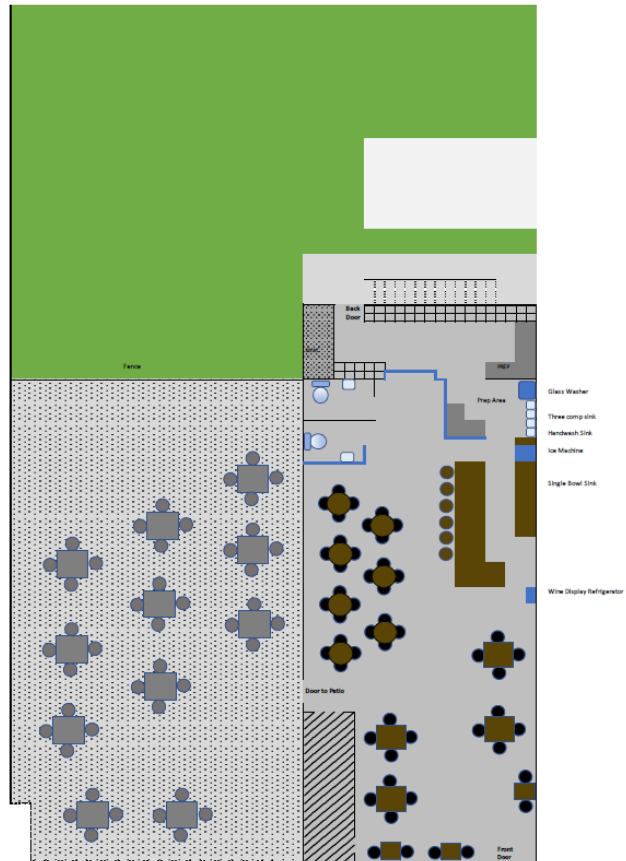




PHASE II

Upgrade Patio

Stamped Concrete/Pavers
Landscaping to match Square
Tables/Lighting/Heaters



PHASE III

Upgrade Lawn Area

Artificial Turf
 Raised/Covered Stage
 Food Truck Parking
 Fencing
 Picnic Tables

