



Life Connected.

AGENDA
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 4, 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 Mountain View.
2. Discussion regarding Project Kingsmen 2.0.
3. Discussion regarding Project Freeze.
4. Discussion regarding Project Jewel.
5. Discussion regarding Project Rooster.
6. Discussion regarding Project Auburn.
7. Discussion regarding Project Jasper.
8. Discussion regarding Project Wildcat.

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. ACTION ITEM:

- A. Consider and act to approve the amended and restated CEDC bylaws.
- B. Consider and act to approve the Fiscal Year 2026-2027 CEDC Budget
- C. Consider and act to approve an economic development and performance agreement with Nack Development LLC.
- D. Consider and act to approve the July 7th, 12:00pm regular meeting minutes.

V. 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.



Life Connected.

Economic Development
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board of Directors**
From: Anthony Satarino, Executive Director of Economic Development
CC:
Initiated Economic Development Corporation
by:
Date: August 4, 2026
Re: Consider and act to approve the amended and restated CEDC bylaws.

Action Requested:

Consider and act to approve the amended and restated CEDC bylaws.

Background Information:

The Celina Economic Development Corporation (CEDC) is a Type A nonprofit economic development corporation established pursuant to Chapters 501 and 504 of the Texas Local Government Code. The CEDC's bylaws establish the Corporation's governance structure, the powers and responsibilities of the Board and its officers and financial and administrative requirements. Following the City Council strategic retreat in June, City and EDC staff have discussed amending the CEDC bylaws to advance the alignment between the CEDC organization and the strategic priorities of the City Council.

Summary of Proposed Amendments

The proposed amendments include the following significant changes:

- Replace the officer titles of President and Vice President with Chair and Vice Chair.
 - This amendment matches the officer titles consistent with the City's other boards and commissions. This amendment also allows for the Executive Director title to be changed to President, in keeping with the terminology used in adjacent cities.
- Clarify that the President is a compensated City-employee assigned to support the Corporation, subject to applicable City personnel policies and the direction and supervision of the City Manager or the City Manager's designee.

- This amendment formalizes the employment of the President under the supervision of the City Manager.
- Confirm that CEDC personnel positions are established through an administrative services arrangement with the City, reflected in the CEDC's annual budget, and filled by City employees.
 - This amendment clarifies that the CEDC Board, through the annual budget process and City Council approval, determine the number and type of positions employed by the City to serve the Corporation.
- Authorize the Board to adopt an annual written performance incentive plan for the President and other City employees assigned to support the Corporation, provided that funding is included in the approved budget and administered through City payroll.
 - This amendment provides the CEDC Board with oversight of performance incentives through a separately approved agreement. Performance incentives are discretionary, must be budgeted, and approved by City Council.

The amendments below are other changes that support the significant amendments above:

- Clarify the Chair's authority to call special or emergency meetings and allow designated staff to prepare, post, and distribute required meeting notices.
- Update the provisions governing professional, consulting, administrative, and other service contracts.
- Authorize the CEDC to maintain separate bank, investment, and purchasing-card accounts.
- Clarify that the City and CEDC may enter into an interlocal or administrative services agreement covering personnel, facilities, information technology, financial services, legal services, records management, insurance, and other administrative support.
- Maintains and clarifies the Board's authority to adopt policies applicable to CEDC funds and activities.

Staff Recommendation

Staff recommends approval of the amended and restated CEDC bylaws. City Council will consider the bylaws amendments on August 11.

Legal Review:

The CEDC Attorney has reviewed the attached amended and restated bylaws.

Supporting Documents:

1. Redline_CEDC Amended and Restated Bylaws 7.29.26
2. Clean_CEDC Amended and Restated Bylaws 7.29.26
3. CEDC - Action - Bylaws

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

**AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE ~~I~~
PURPOSE AND POWERS**

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

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 50~~1~~, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

**ARTICLE II
OFFICES**

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

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

ARTICLE ~~II~~

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

ARTICLE IV

Section 1. Powers, Number and Term of Office.

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

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

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

(c) Terms for serving as a director on the Board shall be three (3) years in length, with staggered appointments. Terms may be shortened to one (1) or two (2) years for purposes of staggering the terms. After appointment, directors shall serve until their successor is appointed or until they are removed or resign. Terms shall expire on September 30th. No director shall serve more than three (3) full three (3)-year terms for a total of nine (9) years. The following shall not count towards terms limits: (i) shortened terms of two (2) years or less, and (ii) terms that began on or before October 1, 2024.

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

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

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

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

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

(b) ~~The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act. The Chair, as the Board's presiding officer, should retain authority to call special or emergency meetings. The President or designated staff may prepare, post, and distribute the required notice.~~

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

(c) person or persons entitles to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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

Section 6. Conduct of Business.

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

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

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

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

Section 8. Ex Officio Members. The City Council may designate one (1) Ex Officio Member, who shall be the City Manager. The Ex Officio Member may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. ~~Titles and Term of Office.~~

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

(b) All officers shall be elected by and be subject to removal from office at any time,

by a vote of a majority of the entire Board.

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

Section 2. Chair of the Board (the "Chair")~~President~~. The ~~Chair~~president shall be the presiding officer of the Board with the following authority:

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

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

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

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

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

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

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

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

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

person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

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

Section 6. President~~Executive Director.~~ The ~~president~~~~executive director~~ of the Corporation, ~~if the Board feels that one is needed,~~ shall be a compensated employee of the ~~Corporation~~City, subject to the City of Celina Personnel Policies and under the direction and supervision of the City Manager or his or her designee. The ~~president~~~~executive director~~ shall be ~~the chief executive officer of the Corporation~~ responsible for all daily operations and the implementation of Board policies and resolutions, as approved by the City Manager. ~~The executive director shall have authority over personnel compensation.~~ The ~~president~~~~executive director~~ shall attend all called Board meetings and perform those duties and functions as the Board and City Manager shall prescribe.

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

Section 8. Election of Officers. The Chair, Vice Chair, Treasurer, and Secretary shall be elected from among the members of the Board. ~~The Chair~~~~president and vice chair~~~~president, shall be elected from among the members of the Board.~~

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

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions through an administrative services contract with the City through which that will all Corporation positions shall be employees of the City, subject to the City of Celina Personnel Policies, and under the direction and supervision of the City Manager or his or her designee. As City employees, all personnel, including the President, will be eligible, pursuant to Section 501.067 of the Act, to participate in any health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, along with retirement benefits under any retirement program the City participates in or operates. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI,

Section 3 of these Bylaws.

Section 11. Performance Incentive Plan. The Board may annually adopt a written Performance Incentive Plan for the President and other City employees assigned to support the Corporation. The plan shall establish eligibility, performance goals, evaluation criteria, award amounts, and payment procedures. Funding must be included in the Corporation's annual budget or an approved budget amendment, and payments shall be administered through City payroll in accordance with applicable City policies and agreements.

~~Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. No duties. No contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions~~

Section 12. Contracts for Service. The Corporation may contract with qualified individuals, firms, associations, corporations, or governmental entities to provide professional, consulting, administrative, or other services that support the Corporation's lawful purposes and Board-approved priorities. All contracts shall be approved and funded in accordance with applicable law, the Corporation's approved budget, and any procurement policies applicable to the Corporation. No contract may delegate or impair the Board's policymaking, fiduciary, or discretionary authority.

~~n discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.~~

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

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

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

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

Section 4. Books, Records, Audits.

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

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

Section 5. Deposit and Investment of Corporate funds.

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

~~(b)~~—All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a

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(b) separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

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

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

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

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

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

Section 8. Corporation Financial Accounts and Purchasing Cards. The Corporation may maintain separate bank, investment, and purchasing-card accounts in its own name. The Board shall designate authorized signatories and cardholders and shall adopt policies governing the authorization, documentation, review, and reconciliation of expenditures from Corporation funds.

Section ~~9~~8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section ~~10~~9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, ~~except that the executive director may enter into an employment agreement with the Corporation.~~ No officer ~~or employee~~ of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer ~~or employee~~ guilty thereof shall forfeit his or her office or position. Any violation of

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this section, with the knowledge, express or implied, of the person or

corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section ~~101110~~. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

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

~~Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board. The City and Corporation may enter into an interlocal or administrative services agreement governing personnel, administrative support, facilities, information technology, financial services, legal services, records management, insurance, and other services provided by the City to the Corporation. The agreement shall establish the scope of services, responsibilities of each party, and any applicable reimbursement or cost-allocation requirements.~~

Additional City services not addressed in the agreement may be requested by the Board or its

designee and provided with the approval of the City Manager, subject to availability and mutually agreed terms.

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

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

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

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

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

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

~~Section 7. Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _____, 20265, (b) except those related to purchasing or selling of property, and (c) except Chapter 6 Compensation of the City of Celina's Personnel Policies, as it exists or may be amended, shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.~~

Section 7. Applicability of City and Corporation Policies. City personnel, ethics, records-management, information-security, and other employment-related policies shall apply to City employees assigned to support the Corporation. The Corporation and its Board shall remain governed by applicable law, the Certificate of Formation, these Bylaws, and policies duly adopted by the Board.

The Board may adopt financial, investment, procurement, travel, business-development, hospitality, and purchasing-card policies applicable to expenditures made solely from Corporation funds, as approved by the City Council.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

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

(l) the adoption of these Bylaws by the Board; and_

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

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

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

Adopted this the ___ day of _____, 2025.



Clint Bissett, CEDC Chair President

ATTEST:

Ashley Owens, City Secretary

**AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE I
PURPOSE AND POWERS**

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

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

**ARTICLE II
OFFICES**

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

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

ARTICLE III

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

ARTICLE IV

Section 1. Powers, Number and Term of Office.

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

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment

to the Board.

(c) Terms for serving as a director on the Board shall be three (3) years in length, with staggered appointments. Terms may be shortened to one (1) or two (2) years for purposes of staggering the terms. After appointment, directors shall serve until their successor is appointed or until they are removed or resign. Terms shall expire on September 30th. No director shall serve more than three (3) full three (3)-year terms for a total of nine (9) years. The following shall not count towards terms limits: (i) shortened terms of two (2) years or less, and (ii) terms that began on or before October 1, 2024.

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

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

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

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

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

(b) The Chair, as the Board's presiding officer, should retain authority to call special or emergency meetings. The President or designated staff may prepare, post, and distribute the required notice.

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

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors

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

Section 6. Conduct of Business.

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

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

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

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

Section 8. Ex Officio Members. The City Council may designate one (1) Ex Officio Member, who shall be the City Manager. The Ex Officio Member may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

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

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

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

Section 2. Chair of the Board (the “Chair”). The Chair shall be the presiding officer of the Board with the following authority:

- (a) Shall preside over all meetings of the Board.
- (b) Shall vote on all matters coming before the Board.
- (c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.
- (d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
- (e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.
- (f) In addition to the above-mentioned duties, the Chair shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.
- (g) In general, the Chair shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

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

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

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board

consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. President. The president of the Corporation, , shall be a compensated employee of the City, subject to the City of Celina Personnel Policies and under the direction and supervision of the City Manager or his or her designee. The president shall be responsible for all daily operations and the implementation of Board policies and resolutions, as approved by the City Manager. The president shall attend all called Board meetings and perform those duties and functions as the Board and City Manager shall prescribe.

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

Section 8. Election of Officers. The Chair, Vice Chair, Treasurer, and Secretary shall be elected from among the members of the Board.

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

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions through an administrative services contract with the City through which all Corporation positions shall be employees of the City, subject to the City of Celina Personnel Policies, and under the direction and supervision of the City Manager or his or her designee. As City employees, all personnel, including the President, will be eligible, pursuant to Section 501.067 of the Act, to participate in any health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, along with retirement benefits under any retirement program the City participates in or operates. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Performance Incentive Plan. The Board may annually adopt a written Performance Incentive Plan for the President and other City employees. The plan shall establish eligibility, performance goals, evaluation criteria, award amounts, and payment procedures. Funding must be included in the Corporation's annual budget or an approved budget amendment, and payments shall be administered through City payroll in accordance with applicable City policies and agreements.

Section 12. Contracts for Service. The Corporation may contract with qualified individuals, firms, associations, corporations, or governmental entities to provide professional, consulting, administrative, or other services that support the Corporation's lawful purposes and Board-approved

priorities. All contracts shall be approved and funded in accordance with applicable law, the Corporation's approved budget, and any procurement policies applicable to the Corporation. No contract may delegate or impair the Board's policymaking, fiduciary, or discretionary authority.

ARTICLE VI FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

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

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

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

Section 4. Books, Records, Audits.

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

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

Section 5. Deposit and Investment of Corporate funds.

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

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

accounts may be reviewed by the City Council, or their designee, at the City's expense.

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

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

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

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

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

Section 8. Corporation Financial Accounts and Purchasing Cards. The Corporation may maintain separate bank, investment, and purchasing-card accounts in its own name. The Board shall designate authorized signatories and cardholders and shall adopt policies governing the authorization, documentation, review, and reconciliation of expenditures from Corporation funds.

Section 9. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 10. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation. No officer of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 11. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

Section 5. Services of City Staff The City and Corporation may enter into an interlocal or administrative services agreement governing personnel, administrative support, facilities, information technology, financial services, legal services, records management, insurance, and other services provided by the City to the Corporation. The agreement shall establish the scope of services, responsibilities of each party, and any applicable reimbursement or cost-allocation requirements.

Additional City services not addressed in the agreement may be requested by the Board or its designee and provided with the approval of the City Manager, subject to availability and mutually agreed terms.

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

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

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

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent

permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

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

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

Section 7. Applicability of City and Corporation Policies. City personnel, ethics, records-management, information-security, and other employment-related policies shall apply to City employees assigned to support the Corporation. The Corporation and its Board shall remain governed by applicable law, the Certificate of Formation, these Bylaws, and policies duly adopted by the Board.

The Board may adopt financial, investment, procurement, travel, business-development, hospitality, and purchasing-card policies applicable to expenditures made solely from Corporation funds, as approved by the City Council.

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

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

- (a) Do any act with the intention of harming the Corporation or any of its operations;
- (b) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;
- (c) Receive an illegal personal or business benefit from the operation of the Corporation;
- (d) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;
- (t) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;
- (h) Disclose any of the Corporation's privileged business information, trade secrets, or

other confidential information to any persons not authorized to receive such information;

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

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

ARTICLE VIII EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

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

- (1) the adoption of these Bylaws by the Board; and
- (2) the approval of these Bylaws by the City Council.

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

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

Adopted this the ___ day of _____, 2025.



Clint Bissett, CEDC Chair

ATTEST:

Ashley Owens, City Secretary



CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Amended and Restated CEDC Bylaws

Action

August 4, 2026





Purpose of Amendments

- The CEDC bylaws establish:
 - The Corporation's governance structure.
 - The responsibilities of the Board and its officers.
 - Financial and administrative requirements.
- Following direction from City Council during the strategic retreat in June, City and CEDC staff discussed amendments to advance alignment between the CEDC's organizational structure and the City Council's strategic priorities.



Major Amendments

- Rename the Board President and Vice President as Chair and Vice Chair
 - Aligns Board officer titles with those used by the City's other boards and commissions.
- Change the Executive Director title to President
 - Uses a President title consistent with the terminology of economic development organizations in adjacent cities.
- The President will be a compensated City employee assigned to support the CEDC:
 - Subject to applicable City personnel policies.
 - Under the general direction and supervision of the City Manager or designee.
 - Responsible for the CEDC's daily operations and implementation of approved policies and priorities.



Major Amendments Cont.

- Clarify CEDC Personnel Structure.
 - CEDC personnel positions will be established through an administrative services arrangement with the City.
 - Personnel positions will be included in the CEDC's annual budget.
 - Individuals assigned to serve the CEDC will be City employees.
 - Positions will remain subject to CEDC Board budget adoption and City Council approval.
- Authorize a Performance Incentive Plan.
 - Discretionary and performance-based.
 - Established through a separate agreement.
 - Funding included in the approved budget.
 - Subject to City Council approval.
 - Administered through City payroll.



Other Amendments

The amended bylaws also:

- Clarify the Chair's authority to call special or emergency meetings.
- Update provisions governing professional, consulting, administrative, and other service contracts.
- Maintains and clarifies the Board's authority to adopt policies applicable to CEDC funds and activates.
- Authorize an interlocal or administrative services agreement between the City and CEDC.



Next Steps

- Following CEDC action, City Council will consider the amended bylaws on August 11.



Questions?



Life Connected.

Economic Development
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board of Directors**
From: Anthony Satarino, Executive Director of Economic Development
CC:
Initiated Economic Development Corporation
by:
Date: August 4, 2026
Re: Consider and act to approve the Fiscal Year 2026-2027 CEDC Budget.

Action Requested:

Consider and act to approve the Fiscal Year 2026-2027 CEDC Budget

Background Information:

The Celina Economic Development Corporation (CEDC) is a Type A, nonprofit economic development corporation established pursuant to Chapters 501 and 504 of the Texas Local Government Code. The CEDC is primarily funded through a one-half percent local sales and use tax dedicated to promoting economic development, supporting business attraction and retention, creating primary jobs, and funding other eligible economic development projects. The proposed Fiscal Year 2027 budget was developed to support the CEDC's Board-adopted strategic priorities while maintaining fiscal responsibility. Staff projected sales tax collections, contractual reimbursement obligations, operating expenses, cash flow requirements, organizational capacity, debt service, and future capital needs in preparing the proposed budget.

Revenue

The proposed budget anticipates total income of \$3,561,571. Revenue includes:

- Sales tax revenue of \$4,274,178
- Contra sales tax obligations of (\$657,750)
- Downtown Tax Increment Reinvestment Zone No. 11 obligations of (\$128,263)
- Interest income of \$23,406
- Miscellaneous revenue of \$50,000

Operating Expenditures

Total operating expenditures are proposed at \$2,814,100, approximately \$162,495 below the Fiscal Year 2026 estimate. Operating expenditure categories include:

- Payroll expenditures of \$1,058,802
- Legal and professional services of \$43,000
- Utilities of \$67,830
- General and administrative expenses of \$1,048,477
- Debt service of \$595,990

Operational Savings and Non-Operating Expenditures

The proposed budget generates operational net savings of \$747,472, equal to approximately 21 percent of total revenue. This exceeds the 15 percent target established for Fiscal Year 2027 under the CEDC's fiscal policy. The proposed budget also includes a \$1,000,000 non-operating expenditure associated with the CEDC's land purchase note payable. When this obligation is included, total fund expenditures are projected at \$3,814,100.

Next Steps

Staff recommends approval of the FY27 CEDC budget. Staff will review the proposed FY27 budget with the City Council at the budget workshop on August 3. City Council will take action on the FY27 budget in September.

Legal Review:

N/A

Supporting Documents:

1. FY 27 Budget Packet - 7.29.26
2. CEDC - Action - Budget

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

CELINA ECONOMIC DEVELOPMENT CORPORATION												
FY 25 & FY 26 Budget											FY 27 Proposed Budget	

Operating Reserve Ratio (target 40%)

127%

69%

28%

29%

22%



CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

FY 27 CEDDC Budget

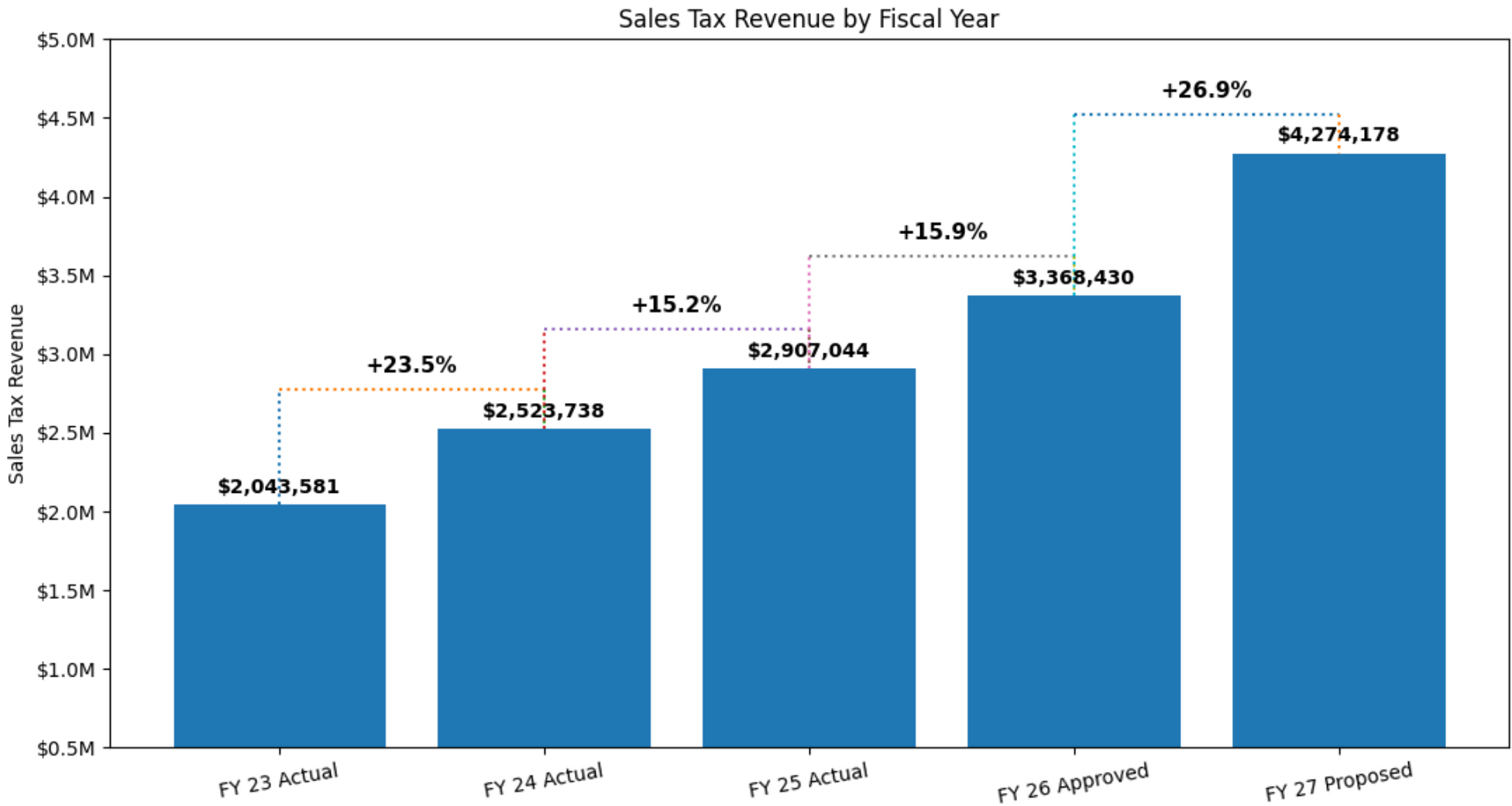
Action

August 4, 2026





Overview: Sales Tax Revenue





Overview: Sales Tax Contra

- The EDC projects a contra sales tax account of (\$657,750.00) in FY27.
- The Downtown TIRZ #11 contra sales tax account is (\$128,262.98).
 - Previously projected at (\$133,398.09). The reduction is due to:
 - Updated TIRZ #11 estimates.
 - Staff anticipating the TIRZ #11 Board formally removing chapter 380 EDA's sales tax from the EDC payment (Joe East EDA). Staff will present to the TIRZ #11 Board in September.
- Although the proposed sales tax revenue for FY27 is \$4,274,178, the EDC will only recognize total income of \$3,561,571.11.



Overview: Operating Expenses

Proposed Operating Expenses for FY27

- Total Payroll of \$1,058,802.40 and increase of 10.35% over the prior year.
 - Proposed addition of 1 FT position in FY27.
- Total Legal & Professional Services of \$43,000 a decrease of 10.21% of the prior year.
- Total Utilities of \$67,830 a decrease of 19.14% over the prior year.
 - Decrease in rent to match current market rate and comparable office types.
- Total General & Administrative of \$1,048,477.21 a decrease of 23.20% over the prior year.
 - Decrease in special projects and incentives.



Overview: Operating Expenses

Proposed Operating Expenses for FY27 Cont.

- Total Debt Service of \$595,990.

Total Operating Expenses / Operational Net Savings

- Total operating expenses of \$2,814,099.60 a decrease of 7.76% over the prior year.
- Proposed operational net savings of 20.99%. Target is 15% per CEDC fiscal policy.
 - Operational net savings shows that 20.99% of total income is flowing to fund balance and not allocated towards operations.
 - Operational net savings in FY26 was 4.71%.



Overview: Non-Operating Sources (Uses)

Non-Operating Sources (Uses)

- \$1M obligation in FY27 for land purchase note payable.
- The CEDC is exploring options for a land sale in FY27. Any transaction occurring in FY27 would increase fund balance as a non-operating source of funds.

Total Fund Expenditures

- Total proposed fund expenditures of \$3,814,099.60 a decrease of 28.05% over the prior year.
 - Operating Expenses of \$2,814,099.60
 - Non-Operating Expenses of \$1,000,000

Net Income

- Total proposed net income of (\$252,528.50) an 87.97% increase over the prior year.



Questions?



Life Connected.

Economic Development
City of Celina, Texas

Memorandum

To: Celina Economic Development Corporation Board of Directors
From: Anthony Satarino, Executive Director of Economic Development
CC:
Initiated by: Economic Development Corporation
Date: August 4, 2026
Re: Consider and act to approve an economic development and performance agreement with Nack Development LLC.

Action Requested:

Consider and act to approve an economic development and performance agreement with Nack Development LLC.

Background Information:

Nack Development, LLC is proposing Trackside Junction, a mixed-use development located at 111 W. Pecan Street in Downtown Celina.

The Developer will make a minimum private capital investment of \$15 million and construct two mixed-use buildings totaling approximately 55,000 square feet. The project will include 15,000 square feet of new retail and restaurant space, which represents an estimated 20% increase in commercial space within the Downtown area.

The first mixed-use building will be four stories and approximately 40,000 square feet. The first floor will contain approximately 10,000 square feet of retail and restaurant space. The upper floors will include coworking office space, event space with a minimum capacity of 100 occupants, and office space that may be leased by the CEDC. The Developer will provide the CEDC with the option to lease a minimum of 3,000 square feet of office space within this building.

The second mixed-use building will be three stories and approximately 15,000 square feet. The first floor will contain approximately 5,000 square feet of retail and restaurant space. The upper floors will contain five residential units, each with a dedicated two-car garage.

The Developer will be required to maintain 31 public parking spaces on the project property and construct a minimum of 18 additional public parking spaces on the City-leased property located at 212 N. Louisiana Drive. The Developer will also provide a universal grease trap, escrow funds for required street and sidewalk improvements along Louisiana Drive, and install a flashing crosswalk at the intersection of Pecan Street and Louisiana Drive.

Construction must commence by the first quarter of 2027, and certificates of occupancy for the shell buildings must be obtained by the second quarter of 2028.

Under the proposed agreement, the CEDC will provide a grant not to exceed \$350,000 for qualified project expenditures. The grant will be paid in two installments. The first payment of \$175,000 will be made upon issuance of the certificate of occupancy for the facility, and the remaining \$175,000 will be paid on the first anniversary of the certificate of occupancy, subject to compliance with the agreement.

Additionally, the City will transfer the approximately 1.038-acre City-owned parking lot to the Developer for \$1 (estimated value is \$1M). The agreement will include a reverter provision requiring the property to revert to the City at no cost if the Developer fails to satisfy the applicable development obligations. TIRZ No. 11 will also provide a \$1.7 million performance-based grant tied to key project deadlines. The total public participation is \$3.05 million.

City Council voted to approve the agreement at the July 14th meeting by a vote of 5-2.

Legal Review:

The City Attorney has reviewed the attached agreement.

Supporting Documents:

1. PE_City - CEDC - Economic Development and Performance Agreement - Nack Development LLC
2. CEDC - Open - EDA with Nack Development LLC

Financial Consideration:

The CEDC will contribute towards the final verified costs of qualified infrastructure in the amount of \$350,000.

- \$175,000 at CO of the commercial shell buildings.
- \$175,000 at the 1-year anniversary of CO and 50% of the commercial spaces have active leases.

Staff Recommendation:

Staff recommends approval.

**CELINA EDC INCENTIVE AND CITY CHAPTER 380 INCENTIVE AND PERFORMANCE
AGREEMENT**

This Celina EDC Incentive and City Chapter 380 Incentive and Performance Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), the Celina Economic Development Corporation (the “Celina EDC”), and Nack Development LLC, a Texas Limited Liability Company (the “Developer”) (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, all capitalized terms used herein shall have the meanings set forth in Article I of this Agreement; and

WHEREAS, the City owns the Property; and

WHEREAS, Developer intends to construct, or cause construction of, the Facility and related public improvements/infrastructure to serve the Property upon full development; and

WHEREAS, Developer has advised the City and Celina EDC that a contributing factor that would encourage Developer to construct the Facility, Crosswalk Improvement, and the 212 Parking Lot Improvements (collectively the “Project”) and pay the ROW Improvements Contribution would be an agreement with the City and Celina EDC to incentivize the development of the Project; and

WHEREAS, as partial consideration for Developer using the exterior and interior materials and design approved by the City in accordance with this Agreement and the exhibits attached hereto to construct the Project, the City and Celina EDC will provide, subject to the terms of this Agreement, the incentives described herein; and

WHEREAS, the City and Celina EDC 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 promotion of new business enterprises and the expansion of existing businesses within the NEZ (as defined herein) 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 established an Economic Development Incentive Program pursuant to Section 380.001 of the Texas Local Government Code (the “Program”) and authorizes this Agreement as part of the Program; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, Texas Local Government Code Chapter 380 (“Chapter 380”) and Texas Local Government Code Section 253.0125 (“Section 253.0125”) to provide economic development grants of real property

to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Chapter 380, Section 253.0125 and other applicable law, requires the Chapter 380 Grant to be made pursuant to an agreement where the Developer is required to use the Property in a manner that promotes the public purpose of the City relating to economic development; and

WHEREAS, the City has determined that making an economic development grant of the Property and of the cost Building Permit fees and impact fees to the Developer in accordance with this Agreement is in accordance with the City's 380 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, pursuant to Section 253.0125, which allows for the transfer of real property or an interest in real property for consideration to be in the form of an agreement that promotes a public purpose of the City related to economic development; and

WHEREAS, the Celina EDC has determined that the Project has eligible project costs under the Development Corporation Act; and

WHEREAS, the Celina EDC has determined that funding a portion of the costs of the Project in accordance with this Agreement will further the objectives of the Celina EDC, 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 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:

"212 Parking Lot Improvements" shall have the meaning ascribed in Section 3.1(c).

"212 Parking Lot Lease" shall mean a lease between the City and the owner of the real property at 212 N. Louisiana Dr., Celina Texas, allowing construction of the 212 Parking Lot Improvements.

"Agreement" shall have the meaning ascribed in the introductory paragraph.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going 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.

“Building Elevations” shall mean the elevations attached hereto as **Exhibit “D”**.

“Building Official” shall mean the “Building Official” of the City as defined in Section 202, “Definitions,” of Chapter 2, “Definitions,” of the International Building Code, 2024 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as such definition may hereafter be amended by the adoption of a later edition of the International Building Code as the official building code of the City.

“Building Permit” shall mean a written permit or authorization issued by the City, after review and verification of code compliance, by the Building Official, or the Building Official’s designee, to the Developer allowing the Developer to proceed with construction of the Facility on the Property, and includes any construction related permit required under Section 105, “Permits,” of Part 2, “Administration and Enforcement,” of Chapter 1, “Scope and Administration,” of the International Building Code, 2024 Edition, a publication of the International Code Council, adopted and designated as the official building code of the City, as such definition may hereafter be amended by the adoption of a later edition of the International Building Code as the official building code of the City.

“Celina EDC” shall have the meaning ascribed in the introductory paragraph.

“Chapter 380” shall have the meaning ascribed in the recitals.

“Chapter 380 Grant” shall have the meaning ascribed in Section 3.2(a).

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

“City Manager” shall mean the acting City Manager of the City of Celina, TX.

“City Regulation(s)” shall mean any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as they may in the future be amended and adopted by the City and as are applicable to the Property, including but not limited to the Code of Ordinances, the Downtown Code adopted by Ordinance No. 2021-42, and zoning Ordinance No. 2021-43.

“Commencement of Construction” or words of like import shall mean that:

(a) for the Facility (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction, (ii) all necessary Building Permits and other permits for the construction have been issued by the applicable governmental authorities, (iii) Developer has paid the ROW Improvements

Contribution; and (iv) the public parking and access easement, in the form substantially similar to **Exhibit “G”**, has been granted to the City for the Permanent Public Parking; and

(b) for the 212 Parking Lot Improvements (i) a permit for the 212 Parking Lot Improvements has been obtained, (ii) the construction plans for the 212 Parking Lot Improvements have been approved in writing by the City’s engineer, (iii) a contract for construction of the 212 Parking Lot Improvements has been entered by Developer, and (iv), construction has commenced pursuant to the City-approved plans; and

(c) for the Crosswalk Improvement an application for all permits required from TxDOT to construction the Crosswalk Improvement has been submitted to TxDOT.

“Complaining Party” shall have the meaning ascribed in Section 5.1.

“Completion of Construction” or words of like import shall mean that:

(a) for the Facility (i) construction has been substantially completed; (ii) the City has inspected the Facility; (iii) the City has issued a shell certificate of occupancy for the first floor; (iv) Plans for Crosswalk Improvements have been submitted to TxDOT; (iv) a condominium regime has been created by the Developer to separate the commercial and each residential unit for ad valorem tax purposes, and (v) Developer has created a property owners’ association to maintain the Facility and premises and the conditions, covenants and restrictions have been filed in the land records of Collin County; and

(b) for the 212 Parking Lot Improvements, that the City has inspected and accepted the 212 Parking Lot Improvements and issued a letter of acceptance; and

(c) for the Crosswalk Improvement plans for the Crosswalk Improvements have been submitted to TxDOT, and TxDOT has acknowledged receipt of submission.

“Concept Plan” shall mean the concept plan attached hereto as **Exhibit “B”**, as subsequently approved by the City pursuant to Section 3.1(b) hereof.

“Condition(s) Precedent” shall have the meaning ascribed in Section 3.4.

“Conditions Subsequent” shall have the meaning ascribed in Section 3.2(a).

“Consultant” shall have the meaning ascribed in Section 3.5(a)(3).

“Cost Verification” means a complete written statement from the Developer to the City and Celina EDC accompanied by copies of the Building Permit(s), shell certificates of occupancy, contracts for construction of the Facility, and copies of invoices, bills, and receipts in order to demonstrate; (i) costs incurred by Developer of at least \$15,000,000 for the Facility, exclusive of land value or acquisition costs, (ii) costs incurred by Developer in designing and constructing the 212 Parking Lot Improvements and the ROW

Improvements Contribution, and (iii) such other information as may reasonably be requested by the City or Celina EDC for verification of costs incurred and paid.

“Crosswalk Improvement” shall mean the flashing light crosswalk at the corner of N. Louisiana Dr. and W. Pecan St. as generally depicted in, and crossing in the directions shown, in **Exhibit “C”**.

“Cure Time Notice” shall have the meaning ascribed in Section 5.1.

“Development Corporation Act” shall mean Chapters 501 through 507 of the Texas Local Government Code.

“Developer” shall have the meaning ascribed in the introductory paragraph.

“EDC Incentive” shall have the meaning ascribed in Section 3.3(a).

“EDC Incentive Verification” shall have the meaning ascribed in Section 3.3(b).

“EDC Leasable Office Space” shall mean at least 3,000 square feet of office space in the MU1 building.

“Escrow Agreement” shall mean the escrow agreement to be entered by the City and the Developer and a bank or other party selected by the City to serve as an escrow agent for the deposit and disbursement of \$1,000,000 of the TIRZ 11 Grant funds in accordance with this Agreement.

“Effective Date” shall mean the date of last signature for each and all party signatures to this Agreement.

“Election” shall have the meaning ascribed in Section 3.5(a).

“Event of Default” shall have the meaning ascribed in Section 5.2.

“Event Space” shall have the meaning ascribed in the definition of MU1 Building.

“Expiration Date” shall mean the earlier of (i) December 31, 2029, or (ii) the date that all Parties have fully satisfied their respective obligations herein.

“Facility” shall be the Permanent Public Parking, the MU1 Building and the MU2 Building to be constructed by Developer, with a open space plaza between the MU1 Building and the MU2 Building substantially similar to the Concept Plan, each in the general location on the Property as shown on **Exhibit “B”**, after conveyance of the Property to Developer.

“Fair Market Price” shall have the meaning ascribed in Section 3.2(b)(3).

“Fee 380 Grant” shall have the meaning ascribed in Section 3.6.

“Force Majeure” shall mean an unforeseeable act or event that: (i) materially and adversely affects the affected Party’s ability to timely perform its obligation(s) under this Agreement; (ii) is beyond the reasonable control of the affected Party; (iii) is not caused by any act or omission on the part of the affected Party or the affected Party’s officers, partners, employees, agents, servants contractors, subcontractors, or any person entering the Property under the express or implied invitation of the affected Party; and (iv) could not reasonably have been prevented or avoided by the Party who suffers it by the exercise of commercially reasonable efforts. “Force Majeure” must satisfy each of the above requirements and shall include (but not be limited to): (a) natural phenomena and acts of God such as lightning, floods, hurricanes, tornadoes, earthquakes; (b) explosions; (c) fires; (d) discovery that Hazardous Substances existed on the Property before the date the City transfers it to the Developer as the Chapter 380 Grant; (e) wars, civil disturbances and terrorism; (f) strikes, labor shortages, or shortage of materials or equipment, that delay construction for a minimum of thirty (30) consecutive days; (g) pandemics, epidemics, public health crises, or other uncontrollable circumstances in which a federal, state or municipal governmental order prevents or materially impedes commercial construction within the Property; (h) abnormal weather based on the 5-year NOAA climatic average weather days for North Texas; (i) delays in the issuance of the Building Permits or other necessary permits for the Facility except for delays caused in whole or in part by any act or omission of Developer or its consultants, contractors or subcontractors; or (j) changes in City Regulations that materially impact the design or construction of the Facility, provided, however, that in no event will “Force Majeure” include a governmental order that prevents the Developer, or its contractors or subcontractors, from proceeding with the construction of the Facility, the Crosswalk Improvement, and the 212 Parking Lot Improvements, as a result of the Developer’s, or its contractors or subcontractors’ failure to comply with the City Regulations. Notwithstanding the forgoing, “Force Majeure” shall not include: (1) any financial or economic hardship; (2) insufficiency of funds; (3) changes in market or economic conditions; (4) any default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the affected Party; or (5) any delay of the general contractor or any subcontractor, vendor or supplier, except for delay(s) as a result of an act or event defined herein as Force Majeure.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, and other charges by public or governmental authorities, 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 Developer or any property or any business owned by the Developer.

“Inspection Period” shall have the meaning ascribed in Section 3.2(b)(3).

“MU1 Building” shall mean a mixed-use building on the Property being at least 40,000 square feet (a) consisting of at least four (4) floors, with the first floor to have at least 10,000 square feet of commercial retail/restaurant space, (b) the second through fourth floors shall contain coworking office space, event space, EDC Leasable Office Space, and

event space with capacity to seat at least 100 people (“Event Space”) (c) containing a universal grease trap installed to serve the entire first floor.

“MU2 Building” shall mean a mixed-use building being at least 15,000 square feet (a) consisting of at least three (3) floors/stories, with the first floor to have at least 5,000 square feet of space for commercial retail/restaurant space, (b) the second and third floors to contain at least 5 residential units with each residential unit having its own dedicated 2 car enclosed garage, and (c) containing a universal grease trap installed to serve the entire first floor.

“NEZ” shall mean the neighborhood empowerment zone created by the City as authorized by Chapter 378 of the Texas Local Government Code.

“Option” shall mean the reverter right of the City to the Property as described in Sections 3.2(b)(1), 3.2(b)(2) and/or 3.2(c).

“Party(ies)” shall have the meaning ascribed in the introductory paragraph.

“Payment Request” shall mean a complete written request from the Developer to the City and the Celina EDC, in a form reasonably acceptable to the City and the Celina EDC, stating the amount of Separated Materials Tax Grant owed to Developer and accompanied by all bills paid affidavits for any infrastructure being dedicated to the City, certifying that (i) construction of the Facility and related infrastructure are completed; (ii) a certificate of occupancy has been issued for the Facility; (iii) the Facility is open and operating as retail or restaurant commercial space ; (iv) a summary of the separated costs as described in Section 4(f)(4); and (v) net retail sales and use tax from the Separated Materials Contracts has been paid to the State Comptroller.

“Permanent Public Parking” shall mean a parking lot on the Property to contain at least thirty-one (31) public parking spaces which are restricted from use by owners and occupants of the building and reserved for public parking, to be dedicated to the City by a parking and access easement in a form substantially similar to **Exhibit “G”**.

“Program” shall have the meaning ascribed in the recitals.

“Project” shall have the meaning ascribed in the recitals.

“Property” shall mean the real property described and depicted in **Exhibit “A”** which consists of the approximately 1.038-acre tract of land at 111 W. Pecan St., Celina, Texas, currently owned by the City of Celina, located within the City of Celina, Texas.

“Qualified Expenditures” shall mean those costs associated with the construction of the Facility located on the Property as well as those expenditures required or suitable for infrastructure necessary to promote or develop, and which meet the definition of “project” as that term is defined in Section 501.103 of the Development Corporation Act, and meet

the definition of “cost” as that term is defined in Section 501.152 of the Development Corporation Act.

“Receiving Party” shall have the meaning ascribed in Section 5.1.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City, Celina EDC and the Developer, including but not limited to the Escrow Agreement.

“Return Payment” shall have the meaning ascribed in Section 3.4.

“ROW Improvements Contribution” shall have the meaning ascribed in Section 3.1(f).

“Section 253.0125” shall have the meaning ascribed in the recitals.

“Separated Materials Contract” shall have the meaning ascribed in Section 3.5(a)(1).

“Separated Materials Tax Grant” shall have the meaning ascribed in Section 3.5(a).

“Significant Contracts” shall mean Developer’s contracts for the construction of the Facility with Qualified Expenditures in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) or more

“TIRZ 11” shall mean Reinvestment Zone No. 11, City of Celina.

“TIRZ 11 Grant” shall mean the One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000) to be paid by the City using TIRZ 11 revenues as described in Section 3.4.

“Undocumented Workers” shall mean (i) individuals who, at the time of employment with the Developer, are not lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other persons as are included within the definition of “Undocumented Worker” pursuant to V.T.C.A., Government Code §2264.001(4), as hereafter amended or replaced, or any other applicable law or regulation.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein or as mutually agreed to by the Parties in writing.

Article III Projects

3.1 (a) Developer's Construction Deadlines. Developer shall design and construct, or cause the design and construction of the Project, in accordance with this Agreement. Developer shall cause Commencement of Construction of the below required components of the Project to occur no later than the following dates:

Item to be constructed	Commencement of Construction Deadline
212 Parking Lot Improvements	October 31, 2026
Facility with Permanent Public Parking	March 31, 2027

Developer shall cause Completion of Construction of the below required components of the Project to occur no later than the following dates:

Item to be constructed	Completion of Construction Deadline
212 Parking Lot Improvements	Earlier of: (1) Prior to Commencement of Construction of the Facility, or (2) December 31, 2026
Facility with Permanent Public Parking	June 30, 2028

Developer acknowledges and agrees that the City may not, at the City's discretion, issue any type of Building Permit or site preparation permit for the Facility until Completion of Construction of the 212 Parking Lot Improvements.

(b) Development of the Property. (1) Developer understands and acknowledges that development of the Project and other related improvements, must be in compliance with the City Regulations. Developer's capital investment in the Facility shall be at least Fifteen Million Dollars (\$15,000,000). Formal approval of a final Concept Plan and site plan for the Property, which substantially conforms to this Agreement, by the City is required prior to Commencement of Construction of the Facility. The Developer shall submit and use diligent, good faith efforts to obtain final City approval of a final Concept Plan, site plan, Building Elevations and landscaping plan for the Facility, substantially consistent with the attached exhibits known as **Exhibits "B", "C", and "D"** and the City Regulations, not later than three (3) months before the respective Commencement of Construction deadline set forth in Section 3.1(a) above, which approval shall not be unreasonably withheld. The Facility shall be constructed and operated in accordance with the final Concept Plan, site plan, Building Elevations, and landscape plan approved by the City in accordance with the City Regulations and as provided herein.

(2) Developer acknowledges and agrees that the Property shall be subject to those Impositions due and payable to the City in connection with the development and the Facility that are charged pursuant to City Regulations. Subject to Section 3.6, Developer acknowledges and

agrees it shall be responsible for obtaining Building Permits and any other permits required under the City Regulations in connection with the Project, which permits shall not be unreasonably delayed. Developer agrees and acknowledges that the Building Permit for the Facility shall not be issued unless the construction plans show all elements required for the Facility in this Agreement.

(3) *As consideration for the incentives provided herein, Developer has requested and the Parties agree that the building material regulations contained in this Agreement, including but not limited to the Building Elevations, and the City Regulations apply to the Property, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or as such law may be subsequently amended.* The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in this Agreement regarding: (i) the development of the Property in compliance with the City Regulations and the exhibits hereto; and (ii) the construction of the Facility on the Property in compliance with the City Regulations and the exhibits hereto are covenants that touch and concern the land and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the land and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should Developer fail to comply with this Section 3.1(b)(3) for any portion of the Property such that the Building Permit application reflects, or the final construction contains, exterior building elevations for the Facility that are substantially similar to the building elevations attached as Exhibit D, the City and/or Celina EDC shall have the right to reduce the Grant, the EDC Incentive, the Fee 380 Grant and/or the Chapter 380 Grant.

(c) 212 Parking Lot. After the City has (i) entered into the 212 Parking Lot Lease and (ii) conveyed the Property to Developer, the Developer shall (a) design and construct an asphalt parking lot containing at least Eighteen (18) parking spaces, substantially as reflected in **Exhibit “E”** (collectively the “212 Parking Lot Improvements”). The 212 Parking Lot Improvements shall meet the requirements of the City Regulations, except that asphalt may be used in lieu of concrete for the parking spaces. The final construction plans and type/quality of asphalt must be approved in writing by the City’s engineer before Commencement of Construction of the 212 Parking Lot Improvements.

(d) Crosswalk Improvement. Prior to the issuance of a shell certificate of occupancy for the first floor of the Facility, Developer shall submit plans to TxDOT for the Crosswalk Improvement as depicted in **Exhibit “C”**. The Crosswalk Improvement shall meet the requirements of the City Regulations and the Texas Manual of Uniform Traffic Control Devices. The final construction plans must be approved in writing by the City’s engineer before Commencement of Construction of the Crosswalk Improvement. The City shall not issue a certificate of occupancy (whether shell or final) for any of the first floor of the Facility until plans for the Crosswalk Improvements have been submitted to TxDOT.

(e) Public Parking Wayfinding Signs. Prior to the issuance of a shell certificate of occupancy for the first floor of the Facility, Developer shall provide and install the following wayfinding signs to the Permanent Public Parking, with the location, size and design to be approved by the City and the Developer:

1. A sign on the building of the Facility; and

2. A pole sign at the intersection of W. Pecan Street and N. Louisiana Drive, located in the right-of-way; and
3. A pole sign at the south entrance of the Permanent Public Parking lot.

(f) Street and Sidewalk Improvements. In lieu of Developer constructing street, parallel parking, sidewalk improvements, Crosswalk Improvements, or other pedestrian amenities on N. Louisiana Drive, Developer shall pay an amount equal to the City Engineer's opinion of probable cost for such improvements to the City when Developer submits an application for the Building Permit for the Facility (the "ROW Improvements Contribution").

(g) Permanent Public Parking. The Facility includes the Permanent Public Parking. Prior to Commencement of Construction for the Facility, Developer shall execute and the City shall file the public parking and access easement in the form substantially similar to **Exhibit "G"**.

(h) Neighborhood Empowerment Zone. The Property is located within the NEZ. Building Permit fees for the Facility and impact fees for the Facility shall both be reduced in accordance with and as authorized by the NEZ and in accordance with Section 3.6 of this Agreement.

(i) Cost Verification. On or before August 31, 2028, the Developer shall submit the Cost Verification to the City and Celina EDC demonstrating a capital investment in the Facility, exclusive of land value or acquisition costs, of at least Fifteen Million Dollars (\$15,000,000). The City and Celina EDC shall verify the Cost Verification within sixty (60) days after receipt thereof, or if the Cost Verification is incomplete or if other information is necessary to confirm the amount of capital investment, the City and Celina EDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify and approve the Cost Verification. The City and Celina EDC shall notify Developer in writing when the Cost Verification is approved, which approval may be granted administratively. If the Cost Verification reflects that the costs incurred by Developer for the Facility, exclusive of land value or acquisition costs, is less than ninety percent (90%) of Fifteen Million Dollars (\$15,000,000), the Developer shall pay the City for the Property conveyed as the Chapter 380 Grant, with the Fair Market Price being determined by an appraisal as set forth in Section 3.2(b)(3)(ii). Within sixty (60) days of the Fair Market Price being determined by appraisal, Developer shall pay the full Fair Market Price of the Property to City.

3.2 Chapter 380 Grant.

(a) Amount of Chapter 380 Grant. The City shall publish notice of the Property transfer in a newspaper of general circulation in the City on two (2) separate days within ten (10) days of the closing date as required by Section 253.0125. After the City publishes the notice required by Section 253.0125, the City will transfer and convey the Property to Developer for One Dollar (\$1.00) as a grant authorized by Chapter 380 and Section 253.0125 (the "Chapter 380 Grant"). The Chapter 380 Grant shall be subject to the conditions subsequent of the Developer's timely compliance with all of Developer's obligations set forth in Section 3.1 and Article IV of this Agreement (the "Conditions Subsequent"). On the closing date of the Property, which shall be no later than sixty (60) days after the Effective Date, Developer shall provide City the Option to be

memorialized at closing in the recorded deed in substantially the same form as **Exhibit "F"**. The closing shall occur at a title company selected by the City and the costs to close shall be paid by Developer.

(b) **Return or Purchase of Property by Developer.** (1) Should Commencement of Construction of the 212 Parking Lot Improvements not be started by Developer on or before October 31, 2026, Developer shall, before November 30, 2026, convey the Property back to the City for free and clear of all liens and in substantially the same condition, or as improved, as when it was conveyed to the Developer, with a special warranty deed in substantially the same form as **Exhibit "H"**. Removal of liens or making payments required to remove any liens shall be Developer's responsibility.

(2) Should Commencement of Construction of the Facility not be started by Developer on or before March 31, 2027, Developer shall, before April 30, 2027, convey the Property back to the City free and clear of all liens and in substantially the same condition as when it was conveyed to the Developer, with a special warranty deed in substantially the same form as **Exhibit "H"**. Removal of liens or making payments required to remove any liens shall be Developer's responsibility. If the City Manager grants an extension to a Condition Precedent deadline under Section 3.4, then the dates in this Section 3.2(b)(2) shall both be extended by the same number of days as such extension.

(3) If Commencement of Construction of the Facility was timely but Completion of Construction of the Facility has not occurred by June 30, 2028, Developer shall pay the City for the Property an amount equal to the Fair Market Price of the Property. The "**Fair Market Price**" means the price for the Property a willing purchaser would pay and a willing seller would accept for a comparable transaction involving land similar to the Property (including any improvements thereon) considering its highest and best use, neither being under any compulsion to purchase or sell and both having reasonable knowledge of the relevant facts, if offered for sale in the open market with a reasonable period of time in which to consummate a transaction. In calculating the Fair Market Price, all relevant facts (excluding the fact of the existence of this Option) will be taken into account, including the location of the Property and restrictions on the use of the Property. The Parties and any appraisers will take into account sale transactions in comparable areas of north Texas which are similar to the area in which the Property is located. The Fair Market Price will be based on the highest and best use of the Property as of the time of the determination or appraisal process, as applicable. The Fair Market Price shall be determined as follows:

- (i) By Mutual Agreement. Within ten (10) days after the date of the notice to exercise the Option, Developer and City will attempt, but will have no obligation, to reach a mutual written agreement of the Fair Market Price; or
- (ii) By Appraisal. If Developer and City are unable to reach a written agreement within ten (10) days of the event triggering time period under this Section 3.2(b)(3), the Fair Market Price will be determined by appraisal. The Parties shall mutually agree to the appraiser and the City and Developer shall each pay one-half the cost of the appraisal. If the Parties cannot agree on an appraiser, each Party will select an

appraiser and those two appraisers will choose an independent third-party appraiser to perform and complete the appraisal.

Within sixty (60) days of the Fair Market Price being determined, Developer shall pay the full Fair Market Price of the Property to City.

(c) In the event City decides to exercise the Option in 3.2(b)(1) or 3.2(b)(2), City shall have a period of ninety (90) days after providing Developer notice of intent to exercise the Option, with such notice to be provided to Developer within thirty (30) business days from the date of the violation of the foregoing restriction (as described above) (time being of the essence), in which to perform any and all investigations or studies City deems necessary or desirable to determine whether City desires to proceed with exercising the Option (“Inspection Period”). In the event City elects to proceed with the Option, Developer shall convey the Property back to the City free and clear of all liens and the closing of the purchase and sale shall occur within ninety (90) days after the expiration of the Inspection Period at such location as selected by City. Developer shall convey the Property to City pursuant to the Option free and clear of any and all Hazardous Substances, if any, which arose during Developer’s ownership of the Property and which shall be remediated and abated, pursuant to the laws of the State of Texas and/or the United States and any regulation adopted pursuant thereto, by Developer prior to the closing pursuant to the Option, and the closing date may be delayed by City for a period of time City may determine is reasonable for Developer to complete such remediation and abatement. However, if the City exercises the Option, the Option shall be an election of remedies for the Event of Default of Commencement of Construction of the Facility or Completion of Construction of the Facility and no other remedy, at law or in equity, known or unknown, shall be available to the City. The term “Hazardous Substances” means: (1) those substances listed in, defined in, regulated under or that may create legal responsibilities under the following Federal Statutes or the laws of Texas with a similar purpose, and all regulations thereunder, as they exist on the closing date or as previously enforced: the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986 and the Clean Air Act, as each may be subsequently amended; and (2) if not otherwise described by (1), any petrochemical or petroleum products, oil or coal ash, coal slag, pesticides, explosives, radioactive materials, radon gas, lead paint, asbestos in any form that is or could be friable, urea formaldehyde foam insulation, underground storage tanks, pipelines, or any transformers or other equipment that contain dielectric fluid which may contain polychlorinated biphenyls.

(d) Funds for the Chapter 380 Grant. The Chapter 380 Grant is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only by conveyance of the Property, subject to this Agreement, and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Providing the Chapter 380 Grant is subject to the City’s legislative discretion and this Agreement, including but not limited to the Conditions Subsequent. This Article III, Section 3.2(d) shall expressly survive the expiration or termination of this Agreement.

3.3 Celina EDC Incentive.

(a) Reimbursement for Costs of Permanent Public Parking, ROW Improvements Contribution and Crosswalk Improvements. Assuming (i) Developer's timely completion and compliance with the Conditions Precedent, Conditions Subsequent and all of Developer's obligations set forth in Section 3.1 above and Article IV below, and (ii) after approval of the Cost Verification, the Celina EDC will provide partial reimbursement to the Developer for Developer's ROW Improvements Contribution and Developer's design and construction costs for the Permanent Public Parking, Crosswalk Improvements, and other Qualified Expenditures related to the Developer's obligations herein in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the "EDC Incentive"). The EDC Incentive shall be paid as follows:

1. One Hundred Fifty Thousand Dollars (\$175,000) to be paid after (i) October 1, 2027, (ii) a final certificate of occupancy is obtained for the first floor of the Facility; and
2. One Hundred Fifty Thousand Dollars (\$175,000) to be paid after (i) the later of (A) October 1, 2028, or (B) the one-year anniversary of the first half of the EDC Incentive being paid, and (ii) Developer has active and enforceable leases for at least fifty percent (50%) of the first floor square footage between MU1 Building and MU2 Building.

(b) EDC Incentive Verifications. Within thirty (30) days of Developer meeting the criteria to be paid each half of the EDC Incentive, the Developer shall submit an EDC Incentive verification to Celina EDC along with a copy of the certificate of occupancy and letters of intent (each a "EDC Incentive Verification"). The Celina EDC shall verify the EDC Incentive Verification within thirty (30) days after receipt thereof, or if the EDC Incentive Verification is incomplete or if other information is necessary to confirm eligibility to receive a EDC Incentive payment, the Celina EDC shall notify Developer and Developer shall promptly supply any missing or necessary additional information necessary to verify and approve the EDC Incentive Verification. The Celina EDC shall pay the respective one-half of the EDC Incentive owed to Developer within thirty (30) days of approving the EDC Incentive Verification.

3.4 TIRZ 11 Grant. The City shall (i) deposit One Million Dollars (\$1,000,000) in escrow, subject to the Escrow Agreement, and not payable before October 1, 2026, to be provided to Developer for items 3.4(a), (b), (c), and (d), as follows, and (ii) provide an additional Seven Hundred Thousand Dollars (\$700,000) as follows (together the "TIRZ 11 Grant") if each of the following conditions precedent are timely met by Developer (the "Conditions Precedent", or each one a "Condition Precedent"):

- (a) \$300,000 to be released to Developer upon the submission of construction plans for the 212 Parking Lot Improvements.
- (b) \$300,000 to be released to Developer upon the City's acceptance of the 212 Parking Lot Improvements if Developer complied with the Commencement of Construction deadline and Completion of Construction deadline for the 212 Parking Lot Improvements set forth in Section 3.1, above.

- (c) \$200,000 to be released to Developer upon submission of the Building Permit for the Facility.
- (d) If (i) Developer satisfied the Condition Precedent in Section 3.4(b), above, and (ii) a complete Building Permit application for the Facility is submitted on or before May 31, 2027, then \$200,000 to be released to Developer upon issuance by the City of the Building Permit for the Facility.
- (e) If (i) Developer satisfied the Conditions Precedent in Sections 3.4(b), 3.4(c), and 3.4(d) above, and (ii) Developer complied with the Completion of Construction deadline for the Facility set forth in Section 3.1, above (being June 30, 2028), then the remaining \$700,000 of the TIRZ 11 Grant shall be paid to Developer as follows, upon meeting the conditions for payment:
 - 1. \$350,000 upon the City's issuance of a shell certificate of occupancy for the Facility.
 - 2. \$350,000 upon the first anniversary of the \$350,000 payment made pursuant to Section 3.4(e).

The City Manager may, for good cause shown by Developer and in the City Manager's sole discretion, grant up to a six (6) month extension to the deadline(s) for the Condition(s) Precedent in (a), (b), (c) and/or (d) above; however, notwithstanding, any portion of the TIRZ 11 Grant remaining in the escrow account after May 31, 2027, shall be returned to the City. The Celina EDC will approve all of Developer's requests to receive funds from escrow as set forth in the Escrow Agreement. If Developer fails to timely and materially complete any of the Conditions Precedent in Sections 3.4(b), 3.4(c), and/or 3.4(d) above, and no extension has been granted to Developer, then all TIRZ 11 Grant dollars previously received by Developer shall be returned to the City (the "Return Payment") and Developer shall not receive any future TIRZ 11 Grant payments under this Agreement even if future Conditions Precedent are satisfied. Developer shall pay the Return Payment to the City within thirty (30) days of Developer failing to meet the deadline for any of the Conditions Precedent.

3.5 Separated Materials Grant. (a) Prior to the Commencement of Construction for the Facility, if Developer elects to receive the Separated Materials Tax Grant, then the Developer shall provide written notice to the City of such election (the "Election"). If the City does not timely receive Developer's Election, this Section 3.5 shall become inoperable and of no force and effect. If the City does timely receive the Election, the City will reimburse Developer fifty percent (50%) of the City's municipal sales and use tax, at the current rate of one percent (1.0%), pursuant to Section 321.103(a) of the Texas Tax Code, as amended, or a lower rate if the rate is reduced in the future, generated and actually collected by the City from taxable construction materials associated with the construction of the Facility through a grant ("Separated Materials Tax Grant") subject to the following conditions:

- (1) Developer shall cause all Significant Contracts to contain the following ("Separated Materials Contracts"):
 - i. Separate identification of labor and material components for purposes of determining sales and use tax pursuant to Section

151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs; and

- ii. To the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be the City of Celina, Texas.

- (2) No later than thirty (30) days after the last of the following to occur, Developer shall submit a Payment Request to the City evidencing the amount of the Separated Materials Tax Grant to be paid: (a) construction of the Facility and related infrastructure are completed; (b) a certificate of occupancy is issued for the Facility; (c) the Facility is open and operating as a retail store; and (d) net retail sales and use tax from the Separated Materials Contracts has been paid to the State Comptroller.
- (3) The Developer, at Developer's sole expense, is required to use a consultant, as determined by the City, (the "Consultant") to assist the Developer in the drafting, implementation, and management of the separated materials and labor construction contracts. The Developer must meet with the City and the Consultant prior to the execution of any construction contracts for Qualified Expenditures related to the Facility or the commencement of any construction.
- (4) Developer shall cause its general contractor and subcontractors involved in the construction of the Facility and shall contractually require any builder or developer involved in a Significant Contract to use Separated Materials Contracts in a manner that allows the situs of any sales taxes paid on the building materials for those projects to be in the City and conforms to the reporting procedures set forth herein and the laws of the State of Texas. Within each Significant Contract, Developer shall require the contractor to maintain a current summary of separated costs in each of the three categories: taxable materials, tax, nontaxable categories (including overhead & profit) and shall submit a total value for each of these categories upon request by the City.

(b) The City shall verify the Payment Request within sixty (60) calendar days after receipt thereof, or if a Payment Request is incomplete or if other information is necessary to approve the Payment Request, the City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify and approve the Payment Request. Within thirty (30) days of the last of the following to occur, the City shall pay the Separated Materials Sales Tax Grant to the Developer: (a) verification of the Payment Request, and (b) the retail sales and use tax from the Separated Materials Contracts paid to the State Comptroller has been received by the City.

3.6 Fee 380 Grant. It is the intent of the Parties that the Developer shall not be required to pay Building Permit fees or impact fees for the Facility. To the extent that the NEZ does not reduce the Building Permit fees and impact fees for the Facility to Zero Dollars (\$0), after the application of Section 3.1(h) above, the City shall provide Developer a grant under Chapter 380 by waiving the Building Permit fees and impact fees for the Facility that are due after application of the NEZ reduction (the "Fee 380 Grant").

Article IV
Conditions to Chapter 380 Grant, EDC Incentive, TIRZ 11 Grant and Fee 380 Grant Payments

4.1 General. Developer (i) agrees to each of the following, and (ii) agrees that the obligation of (A) the City to provide the Separated Materials Grant, if an Election is made, the Fee 380 Grant and the Chapter 380 Grant conveying the Property, (B) the Celina EDC to provide the EDC Incentive, and (C) the City to pay the TIRZ 11 Grant hereunder, shall all be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, including but not limited to each of the terms and conditions set forth below:

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

(b) Verifications and Payment Requests. Developer shall have timely submitted and provided (i) the Payment Requests, if an Election was made, to the City, (ii) the EDC Incentive Verifications to the Celina EDC, (iii) requests for disbursement of the TIRZ 11 Grant required by the Escrow Agreement, and (iv) the Cost Verification to the City and Celina EDC in compliance with this Agreement.

(c) Expenditure. The Cost Verification provides proof that Developer (i) incurred costs, excluding land value and land acquisition costs, of at least Fifteen Million Dollars (\$15,000,000) in designing and constructing the Facility.

(d) Design Guidelines. Developer shall have used the exterior building materials as required by this Agreement, including but not limited to the Building Elevations and Section 3.1(b)(3) herein, in construction of the Facility.

(e) Improvements. Developer shall have timely achieved Completion of Construction of the 212 Parking Lot Improvements, Facility and Crosswalk Improvement in accordance with this Agreement.

(f) Timely Payment of Development Fees. Developer shall timely pay to the City all impact fees, permit fees, development fees, review fees and inspection fees in connection with development of the Property including, without limitation, the Facility, that are not reduced by the NEZ or part of the Fee 380 Grant.

(g) Inspection. Developer shall provide the City, its agents and employees with reasonable access to the Property at such times as the City may reasonably request (but upon no less than 24 hours' notice unless in an emergency) to conduct such inspections as the City reasonably deems necessary in order to confirm compliance by the Developer with the representations, covenants and agreements of the Developer as set forth in this Agreement. This Section 4.1(g) is not meant to alter or change the City's right to inspect for other reasons, including but not limited to building inspections done through the permitting process.

(h) Representative of Developer to Accompany Inspections. With reasonable notice, Developer shall provide a representative of Developer to accompany the City during all inspections of the Property conducted by the City pursuant to Section 4.1(g) above.

(i) Timely Payment of Impositions. Developer shall timely pay all Impositions owed by the Developer, if any, during the term of this Agreement prior to the date such Impositions become delinquent.

(j) Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations relating to the Project during the term of this Agreement.

(k) Performance of Agreement. Developer shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by Developer under the terms of this Agreement.

(l) Performance of Related Agreements. Developer shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of all Related Agreements now or hereafter existing between the Developer and the City.

(m) Goods or Services. The Developer agrees that the performance of any or all obligations of the Developer under the terms of this Agreement constitutes the provision of goods or services to the City.

4.2 Celina EDC Lease. Developer shall provide Celina EDC the option to lease the Celina EDC Leasable Office Space in the MU1 building. The lease rate shall be \$20 per square foot for 5 years and such lease rate shall increase 3% annually during the term of the lease. The Celina EDC shall have the option to renew for 5 years at agreed terms at the time of renewal. The Celina EDC Leasable Office Space shall be separated from the coworking office space. The Celina EDC shall incur all finish-out expenses for the Celina EDC Leasable Office Space. Celina EDC and Developer shall enter a separate lease for the Event Space that allows Celina EDC to use the Event Space at no charge for up to two hours per use, 5 times every month for 10 years.

Article V

Defaults; Remedies; Termination and Offsets

5.1 Notice and Cure. (a) Before any event described in Section 5.2 of this Agreement shall be deemed to be an Event of Default and a breach of this Agreement, the Party claiming such Event of Default ("Complaining Party") shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default ("Receiving Party") and shall demand performance. No Event of Default or breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the Complaining Party within thirty (30) days of the receipt of such notice, with completion of performance achieved thirty (30) days. If the Receiving Party cannot cure the Event of Default within thirty (30) days using commercially reasonable efforts, then within seven (7) days of receipt of the notice of Event of Default, the Receiving Party shall send a notice to the Complaining Party that includes: (i) a detailed explanation of the reason for default; (ii) a detailed description, with timeline reflecting the earliest possible time, of the

action(s) that will be taken to remedy the Event of Default; and (iii) the date by which the Event of Default is expected to be cured using commercially reasonable efforts, not to exceed ninety (90) days from the date of receipt by the Receiving Party of the notice of alleged Event of Default (the “Cure Time Notice”). If a Cure Time Notice is not timely provided by the Receiving Party to the Complaining Party, then the Event of Default must be cured by the Receiving Party within thirty (30) days of the receipt of the notice of Event of Default. If the actions and time to cure set forth in the Cure Time Notice are not considered commercially reasonable by the Complaining Party, the Complaining Party shall notify the Receiving Party of the number of additional days considered commercially reasonable, in excess of thirty (30) days, to be provided to cure the Event of Default.

(b) Notwithstanding Section 5.1(a), the cure period for an Event of Default for Developer’s failure to meet any Commencement of Construction or Completion of Construction deadline in Section 3.1(a), shall not be longer than thirty (30) days; however, if Developer requested and the City Manager granted up to a six (6) month extension pursuant to Section 3.4 for any Commencement of Construction or Completion of Construction deadline in Section 3.1(a), then the cure period shall be seven (7) days. Developer shall not be eligible to provide or use a Cure Time Notice for an Event of Default described in this Section 5.1(b).

(c) Notwithstanding Section 5.1(a), the City is not required to send notice of an Event of Default to Developer if the Cost Verification reflects that the costs incurred by Developer for the Facility, exclusive of land value or acquisition costs, is less than ninety percent (90%) of Fifteen Million Dollars (\$15,000,000).

5.2 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, each being an “Event of Default”:

(a) by the City and/or Celina EDC, if Developer 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 or as described in Section 5.1, above or as otherwise stated in this Agreement;

(b) by the City and/or Celina EDC, if any Impositions owed by Developer, if any, shall have become delinquent provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions;

(c) by the City and/or Celina EDC, if Developer suffers an event of Bankruptcy or Insolvency;

(d) by any Party immediately 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;

(e) by the City and/or Celina EDC immediately if Developer files any materially false documentation with the Cost Verification, any Payment Request, the EDC Incentive Verification and/or any information provided to the CEDC or to the escrow agent under the Escrow Agreement;

(f) by the City if any applicable Building Permits or other permits required for the Project and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new Building Permits or other permits, as determined by the City, and such default is not cured by Developer within thirty (30) days after written notice thereof;

(g) by the City and/or Celina EDC immediately upon the filing by Developer of any lawsuit against the City and/or Celina EDC; or

(h) by Developer if any amounts owed by the City and/or Celina EDC are not timely provided to Developer in accordance with the terms herein in this Agreement.

5.3 Remedies. Upon the occurrence of any Event of Default, except as otherwise provided in this Agreement, the non-defaulting Party may pursue specific performance and/or termination of this Agreement as its sole and exclusive remedies; provided, however, that specific performance may not be asserted with respect to governmental or legislative actions by the City. An Event of Default by any Party shall not entitle any non-defaulting Party to seek or recover consequential, exemplary or punitive damages.

5.4 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or Celina EDC may, at their option, but upon prior written notice to Developer, offset any Fee 380 Grant, TIRZ 11 Grant and/or EDC Incentive due and/or payable to Developer under this Agreement against any debt (including Impositions) lawfully due to the City and/or Celina EDC from the Developer, 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 Celina EDC has been reduced to judgment by a court. If the City and/or Celina EDC exercise this right of offset, the City and/or Celina EDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) what portion of the Fee 380 Grant, TIRZ 11 Grant and/or EDC Incentive due to Developer under this Agreement were used to pay other debts due and payable to the City and/or Celina EDC, and (ii) identifying the other debts 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 Developer to receive the Chapter 380 Grant, the EDC Incentive, the TIRZ 11 Grant and/or the Fee 380 Grant, as they may be reduced hereunder, shall not transfer to the Developer's successors and/or assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee, and only to the extent such assignment is allowed under Section 6.11.

6.2 Limitation on Liability. Except for the obligation of (A) the City to provide the Separated Materials Grant, if an Election is made, the Fee 380 Grant, the TIRZ 11 Grant, and the Chapter 380 Grant conveying the Property, and (B) the Celina EDC to provide the EDC Incentive, as set forth in this Agreement, the City and Celina EDC, and their respective past, present, and

future officers, employees, contractors, representatives, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Project. Developer hereby waives any and all claims against the City and/or Celina EDC 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, representatives or agents of the City and/or Celina EDC, 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/or Celina EDC assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Partnership or 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 and/or certificate or statement required or permitted to be given to any Party under the terms of this Agreement shall be in writing and shall be deemed properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Party at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective and deemed delivered, whether actually received or not, one (1) business day after deposit in the United States mail. Notices sent by a nationally recognized courier service as set forth above shall be effective and deemed delivered, whether actually received or not, one (1) business day after deposit with the nationally recognized courier service. Notices given in any other manner shall be effective and deemed delivered only if and when received by the addressee. For purposes of notice, the addresses of the Parties are as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

If intended for City, to:

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

With a copy to:

Julie Fort
Messer Fort, PLLC
6371 Preston Rd. STE 200
Frisco, TX 75034

If intended for Developer, to:

Attn: Donny Churchman
2354 West Creek Drive
Frisco, TX 75033

With a copy to:

David L. Ovard
Clark Hill, PLC
2600 Dallas Parkway, Suite 600
Frisco, TX 75034

If intended for Celina EDC, to:

Attn: Anthony Satarino, Executive
Director
302 W. Walnut Street
Celina Texas 75009

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; Venue. This 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. Exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin 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. The following exhibits to this Agreement are incorporated as if fully set forth herein by reference for all purposes wherever reference is made to the same:

Exhibit “A”	Property Description and Depiction
Exhibit “B”	Concept Plan
Exhibit “C”	Detailed Depiction of the Crosswalk Improvement
Exhibit “D”	Building Elevations
Exhibit “E”	Detailed Depiction of the 212 Parking Lot Improvements
Exhibit “F”	Form of Special Warranty Deed with Reverter Clause-City as Grantor
Exhibit “G”	Form of Permanent Public Parking and Access Easement
Exhibit “H”	Form of Special Warranty Deed – Developer as Grantor

6.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements, or covenants of Developer relating to the Property and the Project shall be able to be assigned, with the prior written consent of the City. In addition, any payments to Developer due hereunder may be collaterally assigned by the Developer to any lender of Developer upon advance written notice to the City. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to City within thirty (30) days of execution thereof. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment, unless the City approves the release in writing.

6.12 Recitals. The recitals to this Agreement are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

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 Undocumented Workers.

- (a) Covenant Not to Employ Undocumented Workers. The Developer hereby certifies that the Developer and each branch, division, and department of the Developer does not employ any Undocumented Workers and the Developer hereby covenants and agrees that the Developer and each branch, division and department of the Developer will not knowingly employ any Undocumented Workers during the term of this Agreement.

- (b) Covenant to Notify City of Conviction for Undocumented Workers. The Developer further hereby covenants and agrees to provide the City with written notice of any conviction of the Developer, or any branch, division or department of the Developer, of a violation under 8 U.S.C. §1324a(f) within thirty (30) days from the date of such conviction.
- (c) Repayment of Economic Development Incentives in Event of Conviction for Employing Undocumented Workers. If, after receiving the Chapter 380 Grant, the Fee 380 Grant, the TIRZ 11 Grant and/or the EDC Incentive under the terms of this Agreement, the Developer, or a branch, division or department of the Developer, is convicted of a violation under 8 U.S.C. §1324a(f), the Developer shall pay to the City, not later than the 120th day after the date the City notifies the Developer of the violation, an amount equal to the portion of the Chapter 380 Grant, the Fee 380 Grant, the TIRZ 11 Grant and/or the EDC Incentive previously paid or conveyed by the City and/or Celina EDC to the Developer under the terms of this Agreement plus interest at the rate equal to the *lesser* of: (i) the maximum lawful rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on the amount of each of the Chapter 380 Grant, the Fee 380 Grant, the TIRZ 11 Grant and/or the EDC Incentive, with the amount of the Chapter 380 Grant being the Fair Market Price determined by an appraisal as set forth in Section 3.2(b)(3)(ii), being recaptured from the date each payment or conveyance of Chapter 380 Grant, the Fee 380 Grant, the TIRZ 11 Grant and/or the EDC Incentive was paid or conveyed by the City and/or Celina EDC to the Developer until the date repaid by the Developer to the City and/or Celina EDC, respectively, and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate.
- (d) Limitation on Economic Development Incentives. The City and/or Celina EDC and shall have no obligation to pay or convey any of the Chapter 380 Grant, the Fee 380 Grant, the TIRZ 11 Grant and/or the EDC Incentive, or to perform any other obligations hereunder, to the Developer if the Developer, or any branch, division or department of the Developer is convicted of a violation under 8 U.S.C. §1324a(f).
- (e) Remedies. The City and/or Celina EDC shall have the right to exercise all remedies available by law to collect any sums due by the Developer to the City, if any, pursuant to this Article VI, Section 6.16 including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.
- (f) Limitation. The Developer is not liable for a violation of Article VI, Section 6.16 of this Agreement by a subsidiary, affiliate, or franchisee of the Developer, or by a person with whom the Developer contracts.
- (g) Survival. The terms, provisions, covenants, agreements and obligations of the Developer and the rights and remedies of the City and/or Celina EDC set forth in

Article VI, Section 6.16 of this Agreement shall expressly survive the expiration or termination of this Agreement.

Section 6.17 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, if and to the extent this Agreement is constructed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such section does not contravene applicable federal law. As used in foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” as used in this Section 6.17 to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.18 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither the Developer, nor their parent company, wholly-or majority-owned subsidiaries, and other affiliates are a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes the Developer and each of the Developer’s parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” as used in this Section 6.18 to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.19 Firearms. Pursuant to Texas Government Code Chapter 2274, 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 governmental entity, 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.

Section 6.20 Energy Boycott. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer is a company with at least ten (10) or more full-time employees and this Agreement has a value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) will not boycott energy companies during

the term of the Agreement.

Section 6.21 Form 1295 Certificate. The Developer will comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer 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. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer, and the City has not verified such information.

Section 6.22 Legislative Discretion. The Parties agree that by execution of this Agreement, the City and/or Celina EDC do not waive or surrender any of their governmental powers, immunities or rights and, notwithstanding any provision of this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the City Council of the City. Notwithstanding, the City specifically waives immunity from suit for the sole purpose of, and only to the extent necessary to, allow Developer to seek specific performance of this Agreement.

Section 6.23 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 6.24 No Third-Party Beneficiaries. The Parties to this Agreement do not intend to create any third-party beneficiaries of this Agreement. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

Section 6.25 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

Section 6.26 Time is of the Essence. THE PARTIES SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT AND EACH PARTY HEREBY WAIVES ANY RULE OF LAW OR EQUITY WHICH WOULD OTHERWISE GOVERN TIME OF PERFORMANCE.

Section 6.27 Recording of Agreement. Section 3.1(b)(3) of this Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties, and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. A memorandum of this Agreement setting forth the covenants in Section 3.1(b)(3) of this Agreement may be filed by

the City in the land records of Collin County and, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement, and upon the Property.

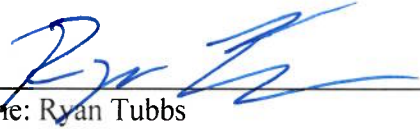
Section 6.28 Recapture of Incentives. Unless otherwise provided in this Agreement, in the event of an uncured Event of Default by the Developer or any assignee of the Developer, the Developer shall immediately pay (A) to the City, at the City's address for notices, the amount equal to the Separated Materials Grant, if an Election is made, the Fee 380 Grant, the TIRZ 11 Grant, and the Chapter 380 Grant conveying the Property, with the amount of the Chapter 380 Grant being the Fair Market Price determined by an appraisal as set forth in Section 3.2(b)(3)(ii), plus (B) to the Celina EDC, at the Celina EDC's address for notices, the amount equal to the EDC Incentive received, , together with interest at the rate equal to the lesser of: (i) the maximum lawful rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on the amount being recaptured from the date each such payment was paid or conveyance was made by the City and Celina EDC to the Developer until the date repaid by the Developer and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

EXECUTED on this _____ day of _____, 2026.

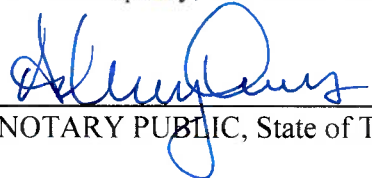
[execution pages follow]

CITY OF CELINA, TEXAS

By: 
Name: Ryan Tubbs
Title: Mayor

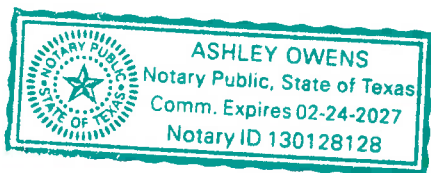
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on July 14, 2026, by Ryan Tubbs, Mayor of the City of Celina, Texas, a Texas home rule municipality, on behalf of said home rule municipality.


NOTARY PUBLIC, State of Texas

My Commission Expires:
2/24/2027

Notary Seal



**CELINA ECONOMIC DEVELOPMENT
CORPORATION:**

By: _____

Name: Clint Bissett

Title: President

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2026, by _____ Celina
EDC President, on behalf of said Corporation.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal

DEVELOPER:

By: _____

Name: Donny Churchman

Title: Manager

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2026, by _____, as the
Manager of _____ the Managing Member of _____, on behalf of said limited liability
company.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal

EXHIBIT "A"
PROPERTY DESCRIPTION AND DEPICTION

EXHIBIT "A"
Legal Description of Property

All that certain tract or parcel of land situated in the John Willock Survey, Abstract Number 975, City of Celina, County of Collin, State of Texas, said tract being all of a tract as described in Deed to Don C. Hendricks, filed 25 May 2000, County Clerks Number 2000-0053571 of the Deed Records of the County of Collin, State of Texas, said tract also known as 111 East Pecan Street, and being more fully described as follows:

Beginning for the southwest corner of the tract being described herein at a found capped 1/2 inch Steel Rebar, said rebar being the southwest corner of said Hendricks tract, and being at the intersection of the north Right-of-Way line of North Louisiana Street (an asphalt surfaced city street), and the east Right-of-Way line of West Pecan Street (an asphalt surfaced city street);

Thence: North 18 degrees 04 minutes 31 seconds East, with the west line of said Hendricks tract, and with the east ROW line of said North Louisiana Street, a distance of 302.69 feet to a set 1/2 inch Steel Square Tubing for the northwest corner of said Hendricks tract, and being at the intersection of the east right-of-way line of North Louisiana Street (an asphalt surfaced city street), and the south Right-of-Way line of East Beech Street (an asphalt surfaced city street);

Thence: South 72 degrees 42 minutes 00 seconds East, with the north line of said Hendricks tract, and with the south ROW line of said East Beech Street, a distance of 174.26 feet to a set 1/2 inch Steel Square Tubing for the northeast corner of said Hendricks tract, and being 8.50 feet west of the Burlington Northern and Santa Fe Railway Company Side Tract;

Thence: With the east line of said Hendricks tract, and 8.50 feet west on the side tract of said Railway Company, the following 3 (three) calls;

1. South 29 degrees 08 minutes 33 seconds West, a distance of 91.71 feet to a set 1/2 inch Steel Square Tubing for a corner of said Hendricks tract, and being at the start of a curve to the left having a Radius of 490.48 feet and an Arc Length of 138.11 feet;
2. With said curve to the left a chord Bearing of South 25 degrees 15 minutes 25 seconds West, and a chord length of 137.65 feet to a set 1/2 inch Steel Square Tubing for a corner of said Hendricks tract;
3. South 20 degrees 01 minutes 31 seconds West, a distance of 77.68 feet to a set 1/2 inch Steel Square Tubing for the southeast corner of said Hendricks tract, and on the north ROW line of said West Pecan Street;

Thence: North 72 degrees 16 minutes 42 seconds West, with the south line of said Hendricks tract, and with the north ROW line of said West Pecan Street, a distance of 136.79 feet to the POINT OF BEGINNING and containing 1.038 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT “B”

CONCEPT PLAN



EXHIBIT “C”

DETAILED DEPICTION OF THE CROSSWALK IMPROVEMENT



Slow Down

CELINA

CELINA'S GUIDE TO AN RRFB



PEDESTRIAN GUIDE TO AN RRFB

RRFB - (RECTANGULAR RAPID FLASHING BEACON)

Rectangular Rapid Flashing Beacons (RRFBs) are pedestrian-activated devices that are highly visible to drivers from a distance. When a pedestrian presses the crosswalk button, bright yellow lights begin to flash. These lights stay on for a designated period, giving pedestrians enough time to safely cross the street. RRFBs enhance driver awareness and provide a safer crossing for pedestrians.

Always remain alert and ensure that vehicles have come to a complete stop before crossing. If crossing a divided street with a median, you may start crossing once traffic on the side nearest to you has stopped. Upon reaching the median, make eye contact with drivers coming from the opposite direction and wait for them to stop before continuing to cross the remaining part of the street.

HOW TO USE AN RRFB

- PRESS THE BUTTON**
Press the crosswalk button to activate the RRFB lights, signaling to drivers that you intend to cross. If the lights are already flashing when you arrive, press the button again to re-activate the signal and ensure you have enough time to cross safely.
- MAKE EYE CONTACT**
Stand near the edge of the street to indicate your intent to cross. Make eye contact with drivers and wait until all traffic has stopped before stepping into the crosswalk.
- CHECK TRAFFIC**
Look in both directions and ensure that approaching vehicles yield to you before crossing.
- CROSS**
Look both ways and cross with caution, staying alert to traffic as you make your way across the street.

EXHIBIT "D"

BUILDING ELEVATIONS



NACK CELINA
CELINA, TEXAS

A2.7
LIVE/WORK
ELEVATIONS
Copyright © 2008



NACK CELINA
CELINA, TEXAS

A2.7
LIVE/WORK
ELEVATIONS
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EXHIBIT “E”
DETAILED DEPICTION OF THE 212 PARKING LOT IMPROVEMENTS

EXHIBIT “F”

Exhibits A and B to this Deed shall be added prior to execution.

FORM OF SPECIAL WARRANTY DEED-CITY AS GRANTOR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

§

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of the ____ day of _____, 2026 (the “**Effective Date**”), by the **City of Celina, Texas**, a Texas municipal corporation (hereinafter referred to as “**Grantor**”), and _____, a _____ (hereinafter referred to as “**Grantee**”), whose mailing address is _____.

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, and GRANTED, and by these presents does hereby SELL, CONVEY, and GRANT, unto Grantee, its successors and assigns, subject to the Permitted Exceptions (defined below), that certain real property in Collin County, Texas, which is described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”), together with any improvements located in, on, or under the Property.

This conveyance by Grantor is made subject to the requirement and restriction that Grantee, or its permissible successors and assigns:

Grantee shall design and construct, or cause the design and construction of the Project, in accordance with this Agreement. Grantee shall cause Commencement of Construction of the below required components of the Project to occur no later than the following dates:

<i>Item to be constructed</i>	<i>Commencement of Construction Deadline</i>
<i>212 Parking Lot Improvements</i>	<i>October 31, 2026</i>
<i>Facility with Permanent Public Parking</i>	<i>March 31, 2027</i>

Grantee shall cause Completion of Construction of the below required components of the Project to occur no later than the following dates:

<i>Item to be constructed</i>	<i>Completion of Construction Deadline</i>
<i>212 Parking Lot Improvements</i>	<i>Earlier of: (1) Prior to Commencement of Construction of the Facility, or (2) December 31, 2026</i>
<i>Facility with Permanent Public Parking</i>	<i>June 30, 2028</i>

Grantee acknowledges and agrees that the Grantor shall not issue any type of Building Permit or site preparation permit for the Facility until Completion of Construction of the 212 Parking Lot Improvements.

With Commencement of Construction, Completion of Construction, Crosswalk Improvement, Facility, Permanent Public Parking, and 212 Parking Lot Improvements having the following meanings:

“Commencement of Construction” or words of like import shall mean that:

*(a) for the Facility (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction, (ii) all necessary Building Permits and other permits for the construction have been issued by the applicable governmental authorities, (iii) Developer has paid the ROW Improvements Contribution; (iv) actual vertical construction has commenced, and (v) the public parking and access easement, in the form substantially similar to **Exhibit “G”**, has been granted to the City for the Permanent Public Parking; and*

(b) for the 212 Parking Lot Improvements (i) a permit for the 212 Parking Lot Improvements has been obtained, (ii) the construction plans for the 212 Parking Lot Improvements have been approved in writing by the City’s engineer, (iii) a contract for construction of the 212 Parking Lot Improvements has been entered by Developer, and (iv) within ten (10) business days of the foregoing, construction has commenced pursuant to the City-approved plans; and

(c) for the Crosswalk Improvement an application for all permits required from TxDOT to construct the Crosswalk Improvement has been submitted to TxDOT .

“Completion of Construction” or words of like import shall mean that:

(a) for the Facility (i) construction has been substantially completed; (ii) the City has inspected the Facility; (iii) the City has issued a shell certificate of occupancy for the first floor; (iv) construction of the Crosswalk Improvement has been completed by the Developer and accepted by the City; (iv) a condominium regime has been created by the Developer to separate the commercial and each residential unit for ad valorem tax purposes, and (v) Developer has created a property owners’ association to maintain the Facility and premises and the conditions, covenants and restrictions have been filed in the land records of Collin County; and

(b) for the 212 Parking Lot Improvements, that the City has inspected and accepted the 212 Parking Lot Improvements and issued a letter of acceptance; and

(c) for the Crosswalk Improvement, plans have been submitted to TxDOT, and TxDOT has acknowledged receipt of the submission.

“Crosswalk Improvement” shall mean the flashing light crosswalk at the corner of N. Louisiana Dr. and W. Pecan St.

“Facility” shall be the Permanent Public Parking, the MU1 Building and the MU2 Building to be constructed by Developer, with a open space plaza between the MU1 Building and the MU2 Building substantially similar to the Concept Plan, each in the general location on the Property as shown on **Exhibit “B”**, after conveyance of the Property to Developer.

“Permanent Public Parking” shall mean a parking lot on the Property to contain at least thirty-one (31) public parking spaces which are restricted from use by owners and occupants of the building and reserved for public parking, to be dedicated to the City by a parking and access easement in a form substantially similar to **Exhibit “G”**.

“Project” shall mean Facility, Crosswalk Improvement, and the 212 Parking Lot Improvements.

“212 Parking Lot Improvements” shall mean an asphalt parking lot containing at least eighteen (18) parking spaces to be located at 212 N. Louisiana Dr., Celina, Texas.

Return of Property to Grantor or Purchase of Property by Grantee. Grantor and Grantor’s successors and assigns shall have the following option and Grantee and Grantee’s successors and assigns shall have the following obligation (“**Option**”):

(b) Return or Purchase of Property by Developer. (1) Should Commencement of Construction of the 212 Parking Lot Improvements not be started by Developer on or before October 31, 2026, Developer shall, before November 30, 2026, convey the Property back to the City for free and clear of all liens and in substantially the same condition, or as improved, as when it was conveyed to the Developer, with a special warranty deed in substantially the same form as

Exhibit “H”. Removal of liens or making payments required to remove any liens shall be Developer’s responsibility.

(2) Should Commencement of Construction of the Facility not be started by Developer on or before March 31, 2027, Developer shall, before April 30, 2027, convey the Property back to the City free and clear of all liens and in substantially the same condition as when it was conveyed to the Developer, with a special warranty deed in substantially the same form as **Exhibit “H”**. Removal of liens or making payments required to remove any liens shall be Developer’s responsibility. If the City Manager grants an extension to a Condition Precedent deadline under Section 3.4, then the dates in this Section 3.2(b)(2) shall both be extended by the same number of days as such extension.

(3) If Commencement of Construction of the Facility was timely but Completion of Construction of the Facility has not occurred by June 30, 2028, Developer shall pay the City for the Property an amount equal to the Fair Market Price of the Property. The “Fair Market Price” means the price for the Property a willing purchaser would pay and a willing seller would accept for a comparable transaction involving land similar to the Property (including any improvements thereon) considering its highest and best use, neither being under any compulsion to purchase or sell and both having reasonable knowledge of the relevant facts, if offered for sale in the open market with a reasonable period of time in which to consummate a transaction. In calculating the Fair Market Price, all relevant facts (excluding the fact of the existence of this Option) will be taken into account, including the location of the Property and restrictions on the use of the Property. The Parties and any appraisers will take into account sale transactions in comparable areas of north Texas which are similar to the area in which the Property is located. The Fair Market Price will be based on the highest and best use of the Property as of the time of the determination or appraisal process, as applicable. The Fair Market Price shall be determined as follows:

- (i) By Mutual Agreement. Within ten (10) days after the date of the notice to exercise the Option, Developer and City will attempt, but will have no obligation, to reach a mutual written agreement of the Fair Market Price; or
- (ii) By Appraisal. If Developer and City are unable to reach a written agreement within ten (10) days of the event triggering time period under this Section 3.2(b)(3), the Fair Market Price will be determined by appraisal. The Parties shall mutually agree to the appraiser and the City and Developer shall each pay one-half the cost of the appraisal. If the Parties cannot agree on an appraiser, each Party will select an appraiser and those two appraisers will choose an independent third-party appraiser to perform and complete the appraisal.

Within sixty (60) days of the Fair Market Price being determined, Developer shall pay the full Fair Market Price of the Property to City.

(c) In the event City decides to exercise the Option in 3.2(b)(1) or 3.2(b)(2), City shall have a period of ninety (90) days after providing Developer notice of intent to exercise the Option, with such notice to be provided to Developer within thirty (30) business days from the date of the

violation of the foregoing restriction (as described above) (time being of the essence), in which to perform any and all investigations or studies City deems necessary or desirable to determine whether City desires to proceed with exercising the Option ("Inspection Period"). In the event City elects to proceed with the Option, Developer shall convey the Property back to the City free and clear of all liens and the closing of the purchase and sale shall occur within ninety (90) days after the expiration of the Inspection Period at such location as selected by City. Developer shall convey the Property to City pursuant to the Option free and clear of any and all Hazardous Substances, if any, which arose during Developer's ownership of the Property and which shall be remediated and abated, pursuant to the laws of the State of Texas and/or the United States and any regulation adopted pursuant thereto, by Developer prior to the closing pursuant to the Option, and the closing date may be delayed by City for a period of time City may determine is reasonable for Developer to complete such remediation and abatement. However, if the City exercises the Option, the Option shall be an election of remedies for the Event of Default of Commencement of Construction of the Facility or Completion of Construction of the Facility and no other remedy, at law or in equity, known or unknown, shall be available to the City. The term "Hazardous Substances" means: (1) those substances listed in, defined in, regulated under or that may create legal responsibilities under the following Federal Statutes or the laws of Texas with a similar purpose, and all regulations thereunder, as they exist on the closing date or as previously enforced: the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986 and the Clean Air Act, as each may be subsequently amended; and (2) if not otherwise described by (1), any petrochemical or petroleum products, oil or coal ash, coal slag, pesticides, explosives, radioactive materials, radon gas, lead paint, asbestos in any form that is or could be friable, urea formaldehyde foam insulation, underground storage tanks, pipelines, or any transformers or other equipment that contain dielectric fluid which may contain polychlorinated biphenyls.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular the Property unto the Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit B** attached to and incorporated in this Deed by reference, to the extent the same are valid, subsisting, and affect the Property (the "**Permitted Exceptions**"); and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, AND THE REPRESENTATIONS AND THE OTHER WARRANTIES SET FORTH IN THIS DEED (THE "**EXPRESS WARRANTIES**"), GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY

REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS OR THE UNITED STATES, AND ANY REGULATIONS ADOPTED PURSUANT THERETO, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Grantee accepts the Property in its present AS-IS condition WITH ALL FAULTS, subject to the Express Warranties.

EXECUTED AND DELIVERED to be effective as of the Effective Date.

GRANTOR:

City of Celina, Texas

By: _____

Name: Robert Ranc

Title: City Manager

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 202__, by Robert Ranc, City Manager of the City of Celina, Texas, a Texas home rule municipality, on behalf of said home rule municipality.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal

EASEMENT

PURPOSE:

For public event and public parking purposes, together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including, without limitation, signs, landscaping, open space, pedestrian paths, and bicycle paths (collectively, the “Facilities”) in, under, and across the Easement Property; except that parking is prohibited, and not considered public, by owners, tenants, employees of occupants of the building, and overnight guests of owners and/or tenants of the building located on the approximately 1.038-acre tract of land at 111 W. Pecan St., Celina, Texas.

Grantor, for the Consideration paid to Grantee, hereby grants, sells, and conveys to Grantee and Grantee’s successors and assigns an easement in, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to have and to hold the Easement to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions.* The term “this Agreement” means this Permanent Public Parking Easement Agreement. The terms “Grantor”, “Grantee”, “Consideration”, “Easement”, “Easement Property”, and “Easement Purpose” in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term “Grantee” includes the employees and authorized agents of Grantee.
2. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee’s successors and assigns (as applicable, the “Holder”).
3. *Duration of Easement.* The duration of the Easement is perpetual.
4. *Restriction of Rights to use Easement Property.* Grantor agrees for Grantor and Grantor’s successors and assigns that owners, tenants, employees of occupants of the building, and overnight guests of owners and/or tenants of the building located on the approximately 1.038-acre tract of land at 111 W. Pecan St., Celina, Texas.
5. *Prohibitions on the Easement Property and Improvement.* No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the

Easement Property by Grantor, unless approved by the City of Celina. The City of Celina shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths in said Easement Property. The City of Celina and the public shall at all times have the full right to ingress and egress to and from the Easement Property without the necessity at any time procuring permission from anyone. The City of Celina has the right to eliminate any encroachments into the Easement Property. The City of Celina has the right to construct, install, maintain, replace, and remove the Facilities in, under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at the City of Celina's sole discretion.

6. *Maintenance of Easement Property.* Grantee shall maintain the Easement Property to the same standard as other public parking areas owned by Grantee and in accordance with the City of Celina Code of Ordinances together with installation, maintenance, and operation of the Facilities at Grantee's sole cost and expense.
7. *Termination of Easement.* Grantee shall have the right to terminate this Agreement at any time without cause or consent of Grantor or its successors or assigns. Grantee may terminate this Agreement by filing a release of easement in the public records of Collin County, Texas. If Grantee terminates this Agreement, the Easement shall be released and Grantee shall no longer have any right or obligation under this Agreement to the Easement Property. Grantor shall not terminate this Agreement without the prior written consent of Grantee.
8. *Equitable Rights of Enforcement.* The Easement may be enforced by towing of vehicles, restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.
11. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

12. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
15. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.
16. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
17. *Liens and Encumbrances.* Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein.

signature page follows

GRANTOR:

NACK DEVELOPMENT, LLC,

By: _____ Date: _____

Print Name:

Title:

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
202__, by _____, in his/her capacity as _____ of _____,
on behalf of said entity.

Notary Public in and for the State of Texas

**EXHIBIT “H”
FORM OF SPECIAL WARRANTY DEED – DEVELOPER AS GRANTOR**

Exhibits A and B to this Deed shall be added prior to execution.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of the ____ day of _____, 2026 (the “**Effective Date**”), by _____, a _____ (hereinafter referred to as “**Grantor**”), and the **City of Celina, Texas**, a Texas municipal corporation (hereinafter referred to as “**Grantee**”), whose mailing address is _____.

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, and GRANTED, and by these presents does hereby SELL, CONVEY, and GRANT, unto Grantee, its successors and assigns, subject to the Permitted Exceptions (defined below), that certain real property in Collin County, Texas, which is described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”), together with any improvements located in, on, or under the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor’s heirs, successors, executors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property unto the Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit B** attached to and incorporated in this Deed by reference, to the extent the same are valid, subsisting, and affect the Property (the “**Permitted Exceptions**”); and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey the Property to the Grantee.

EXECUTED AND DELIVERED to be effective as of the Effective Date.

GRANTOR:

By: _____
Name:
Title:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on _____, 202__, by _____, the
_____ of _____, on behalf of said entity.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Notary Seal



CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

EDA with Nack Development, LLC

Open Session
August 4, 2026





Nack Development



- Developer Donny Churchman carries forward a proud family legacy of vision, innovation, and public service. Inspired by his grandmother, Pasadena's former Mayor Katie Nack, and generations of civic leaders and engineers, Churchman continues their tradition of shaping vibrant, forward-thinking communities.
- With deep roots in city planning, education, and economic development, his family's "Nack" for community building remains alive in his work today.



Nack Development



Location

111 W PECAN ST



Trackside Junction





Trackside Junction





Trackside Junction





Trackside Junction





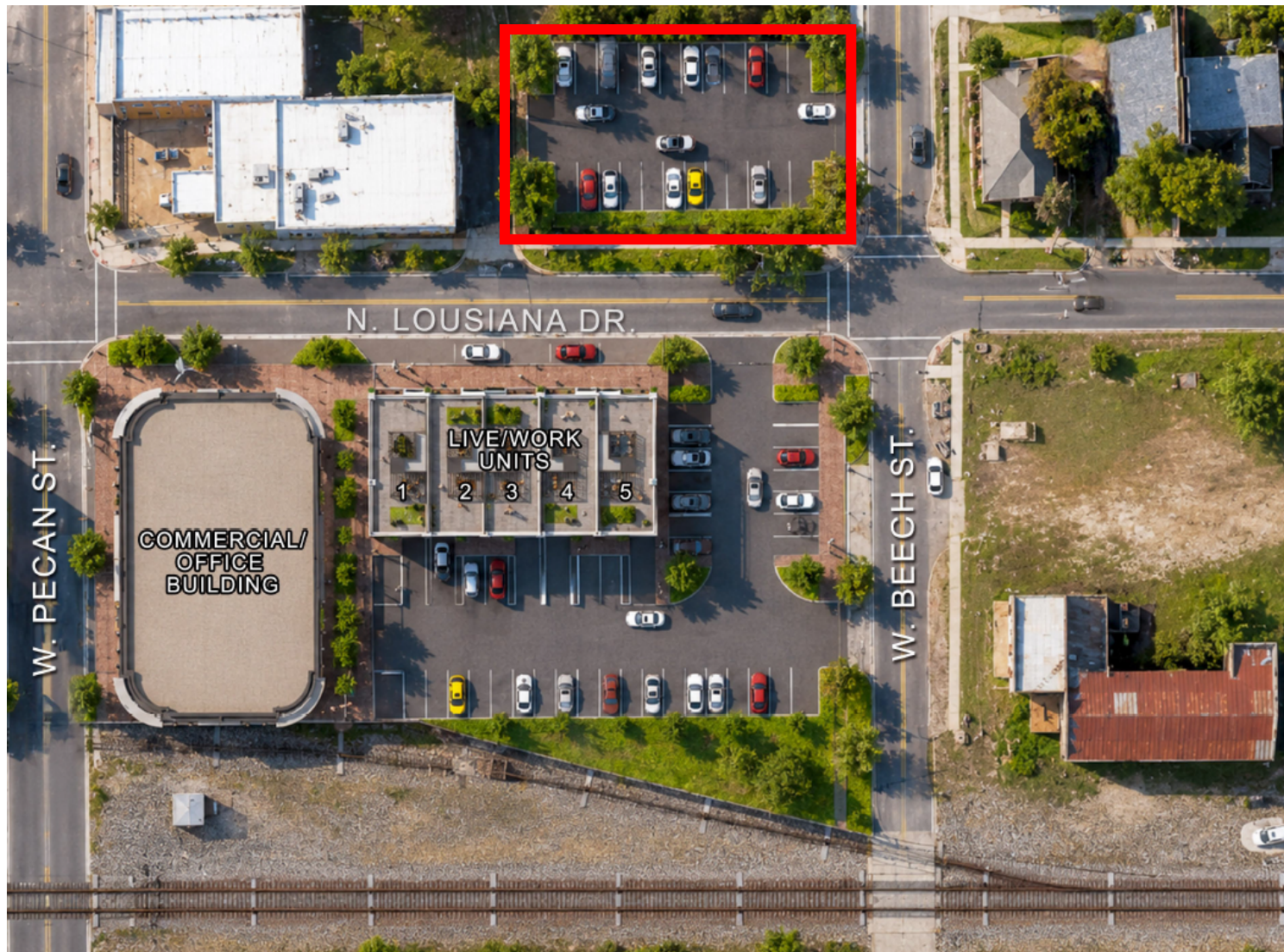
Trackside Junction





Public Parking

- The City will ground lease the highlighted property at 212 N Louisiana Dr.
- The Developer will construct a minimum of 18 public parking spaces on the property.





Public Parking Wayfinding





Downtown Masterplan





Commercial Impact

- Trackside Junction introduces 15,000sf of new commercial retail/restaurant space in Downtown.
 - This is a catalytic project to bridge the Downtown square to entertainment district.
 - This represents a 20% increase to the commercial space in the Downtown area.
 - Extends commercial activity down Louisiana Dr.



Terms

Developer Obligations

- Developer shall make a minimum private capital investment of \$15M.
- Mixed-use building 1:
 - 4-story, 40,000 square foot mixed-use building. 10,000 square feet of commercial retail/restaurant on floor 1. Floors 2-4 would contain coworking office space, event space (100 occupants), and CEDC leasable office space.
- Mixed-use building 2:
 - 3-story, 15,000 square foot mixed-use building. 5,000 square feet of commercial retail/restaurant space on floor 1. Floors 2-3 will contain 5 residential units with dedicated 2-car garages.
- CEDC Leasable Office Space:
 - Developer shall provide the option to the CEDC to lease a minimum of 3,000 square feet of office space in the MU1 building.
- Event Space:
 - Developer shall provide event space in the MU1 building with a minimum capacity of 100 occupants.



Terms

City/EDC/TIRZ #11 Obligations – Total **\$3.05M** Incentive

- City agrees to transfer the deed for the 1.038-acre City-owned parking lot to the Developer for \$1. (Estimated at **\$1M**)
 - City and Developer agree to include a reverter clause providing that the property reverts back to the City at no charge if the Developer fails to comply with any Developer obligation.
- TIRZ #11 agrees to provide a **\$1.7M** grant based on key performance deadlines.
- The CEDC agrees to provide a **\$350k** grant for qualified expenditures.
 - \$175k at CO of the Facility.
 - \$175k at the 1-year anniversary of the Facility.



Terms

Developer Obligations

- Developer shall provide one universal grease trap.
- Developer agrees to maintain 31 public parking spaces on the Project Lot.
- Developer agrees to provide 2 garage parking spaces for each residential unit.
- Developer agrees to escrow funds for any street and sidewalk improvements, including parallel parking and pedestrian amenities on Louisiana Drive.



Terms

Developer Obligations

- Developer agrees to improve the Pecan Street and Louisiana Drive intersection with a flashing crosswalk across Louisiana Drive.
- Developer shall commence construction by Q1 2027.
- Developer shall obtain a CO for the shell buildings by Q2 2028.



TIRZ #11 ROI			
	Revenue	Obligation	ROI
5-Year			
	\$532,350	\$1,700,000	-69%
10-Year			
	\$1,165,051	\$1,700,000	-31%
20-Year			
	\$2,735,970	\$1,700,000	61%
EDC ROI			
	Revenue	Obligation	ROI
5-Year			
	\$122,366	\$350,000	-65%
10-Year			
	\$254,190	\$350,000	-27%
20-Year			
	\$549,187	\$350,000	57%
City ROI			
	Revenue	Obligation	ROI
5-Year			
	\$489,465	\$1,130,382	-57%
10-Year			
	\$1,016,759	\$1,130,382	-10%
20-Year			
	\$2,196,748	\$1,130,382	94%

- Incentive is 20% of Cap Ex which is consistent with Downtown projects.



Questions?



Life Connected.

MINUTES
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 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
Vice President Andrew Donaldson
Secretary Cindy Peters
Board Member Cody Hunter
Board Member Rocky Hussman
Board Member Ryan Wilcox

Members Absent:

None

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 12:00pm.

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 2.0.
2. Discussion regarding Project Cypress.
3. Discussion regarding Project Latera.

Upon a motion in open session by Board Member Ryan Wilcox and a second by Board Member Cody Hunter, the Board voted six (6) for and none (0) opposed to approve an Economic Development and Performance Agreement with Wal-Mart Real Estate Business Trust. The motion carried 6-0.

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 12:53pm.

IV. PRESENTATION:

A. Staff Updates

Anthony Satarino spoke regarding the item.

V. ACTION ITEM:

A. Regular EDC Board Meeting Minutes - June 2nd, 12:00pm

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

VI. WORKSESSION:

A. Discussion regarding the Downtown Center retail store.

Stephanie Tucker spoke regarding the item.

B. Review of the Fiscal Year 2026-2027 CEDC Budget

Anthony Satarino spoke regarding the item.

VII. ADJOURNMENT:

President Bissett adjourned the meeting at 1:29pm.

President

Date