



**NOTICE OF
CELINA ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
REGULAR MEETING
142 N. OHIO DRIVE
Tuesday, September 3, 2019 at 12:00 PM**

AGENDA

I. Roll Call and Call to Order and identify a quorum present

II. Citizens Forum

III. Discussion and Action to approve Minutes

- A. Celina Economic Development Corporation - Regular Meeting - Aug 6, 2019 12:00 PM

IV. Discussion and Action

- A. Roller Town Brewery Presentation
- B. Consider and act upon resolution to approve an incentive agreement between the City of Celina and Celina Economic Development Corporation for projects within Tax Increment Investment Zone No. Eleven (Downtown).
- C. Administrative Services and Office Space Agreement Between the City of Celina and the Celina Economic Development Corporation

V. Executive Closed Session of the Board of Directors The Celina EDC will now hold a Closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Local Government Code in accordance with the authority contained in the Chapter.

- A. Section 551.072 of Texas Government Code to discuss or deliberate the purchase, exchange, lease or value of real property.
- B. Section 551.074 of Texas Government Code to discuss or deliberate personal matters to evaluate performance and duties, of a public officer or employee.
 - 1. Evaluation of Director
- C. 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. Project Roller Town

D. 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.

VI. Discussion and Review of monthly Activities

- A. Director Update
- B. Business Retention Update

VII. Discussion of future EDC agenda items and meetings

VIII. Adjournment

Posted in accordance with the Texas Government Code, Chapter 551, on the ____ day of _____, ____ at _____ p.m.

Staff
CEDC

Date Notice Removed

Pursuant to the Texas Open Meeting Act (Chapter 551, Texas Government Code), one or more of the above items may be considered in executive closed session, closed to the public. Any decision on any item will be taken or conducted in an open session following the conclusion of the executive closed session.

302 W. Walnut St. 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 Celina Economic Development Corporation's office at 972-382-8949, at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



**NOTICE OF
CELINA ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
REGULAR MEETING
142 N. OHIO DRIVE
Tuesday, August 6, 2019 at 12:00 PM**

MINUTES

I. Roll Call and Call to Order and identify a quorum present

Attendee Name	Organization	Title	Status	Arrived
Carmen Roberts	City of Celina	Board Member	Absent	
Mindy Koehne	City of Celina	Vice President	Absent	
Kyle Rose	City of Celina	President	Present	
Justin Steiner	City of Celina	Board Member	Present	
Jay Pierce	City of Celina	Board Member	Present	
Alexis Jackson	City of Celina	Director of Economic Development	Present	
Corbett Howard	City of Celina	Director of Business and Government Affairs	Present	

President, Kyle Rose, called the meeting to order at 12:22 P.M.

II. Citizens Forum

No citizen comments.

III. Discussion and Action to approve Minutes

A. Celina Economic Development Corporation - Regular Meeting - Jul 9, 2019 11:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Justin Steiner, Board Member
SECONDER:	Jay Pierce, Board Member
AYES:	Rose, Steiner, Pierce
ABSENT:	Roberts, Koehne

IV. Discussion and Action

A. Celina EDC Annual Budget FY 2019-2020

Minutes Acceptance: Minutes of Aug 6, 2019 12:00 PM (Discussion and Action to approve Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Board Member
SECONDER:	Jay Pierce, Board Member
AYES:	Rose, Steiner, Pierce
ABSENT:	Roberts, Koehne

V. Executive Closed Session of the Board of Directors The Celina EDC will now hold a Closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Local Government Code in accordance with the authority contained in the Chapter.

The Board convened into Executive Session at 12:32 P.M.

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

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

1. Director Annual Review

Board Member Rose moved to approve the Director's Employment Agreement (Item B) as discussed in Executive Session. Board Member Steiner seconded. Motion carried.

C. 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. Project Little Wooden Penguin

Board Member Pierce moved to approve Project Little Wooden Penguin (Item C) as discussed in Executive Session. Board Member Rose seconded. Motion carried.

2. Project Roller Town

Item was tabled until the next meeting.

D. 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 Board reconvened into open session at 12:57 P.M.

VI. Discussion and Review of monthly Activities

- A. Director Update
- B. Business Retention Update
- C. Accountant Introductions

VII. Discussion of future EDC agenda items and meetings

VIII. Adjournment

There being no further comment, President Kyle Rose, adjourned the meeting at 1:15 P.M.

Chairman

Minutes Acceptance: Minutes of Aug 6, 2019 12:00 PM (Discussion and Action to approve Minutes)

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 6, 2019 12:00 PM (Discussion and Action to approve Minutes)



Celina Economic Development Corporation
City of Celina, Texas

Memorandum

To: **Celina Economic Development Corporation Board Members**
 From: Alexis Jackson, Director of Economic Development
 CC: Jason Laumer, City Manager
 Date: September 3, 2019
 Re: Resolution approving EDC TIRZ/Sales Tax Agreement

Action Requested:

Consider and act upon resolution to approve an incentive agreement between the City of Celina and Celina Economic Development Corporation for projects within Tax Increment Investment Zone No. Eleven (Downtown).

Background Information:

This item approves a sales tax sharing agreement between the Celina Economic Development Corporation (EDC) and the City of Celina, in order to facilitate development and encourage private investment over property that would otherwise impair the sound growth of the City.

Board Review/Citizen Input:

This item is a resolution between the Celina EDC and the Celina City Council approving the agreement recommended by the TIRZ #11 Board of Directors.

Alternatives:

N/A

Financial Considerations:

The proposed agreement contemplates the EDC sharing one-half of its sales tax revenues earned within the 687 acres of the Downtown TIRZ #11 district with the TIRZ #11 fund for the purposes of infrastructure improvements to the area.

The estimated cost of necessary infrastructure and project costs, including streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, for development of the Zone is \$58,304,205.

Legal Review:

The City Attorney has reviewed this agreement and resolution.

Supporting Documents:

- Proposed resolution & agreement as Exhibit A.

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2019-47R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TO APPROVE AN INCENTIVE AGREEMENT BETWEEN THE CITY OF CELINA AND CELINA ECONOMIC DEVELOPMENT CORPORATION FOR PROJECTS WITHIN TAX INCREMENT INVESTMENT ZONE NO. ELEVEN (DOWNTOWN).

WHEREAS, the City of Celina, Texas is a home-rule municipality ("City"); and

WHEREAS, the Celina Economic Development Corporation ("EDC") is a Type A economic development corporation operating pursuant to the Development Corporation Act, Title 12, Subtitle C1, of the Texas Local Government Code, as amended (the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean targeted infrastructure and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: manufacturing and industrial facilities, distribution centers, and small warehouse facilities capable of serving as decentralized storage and distribution centers; and

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

WHEREAS, the City created "City of Celina Tax Increment Reinvestment Zone Number Eleven", in Celina, Texas covering approximately 687 acres in and around downtown Celina, including a portion of a rail line and deteriorating or abandoned industrial buildings adjacent thereto, to facilitate development and encourage private investment over property that would otherwise continue to impair the sound growth of the City and appointed a Board of Directors therefore (the "Zone"); and

WHEREAS, the promotion and development of the Zone will require public infrastructure to support approximately 687 acres of development; and

WHEREAS, the estimated cost of necessary infrastructure and project costs, including streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, for development of the Zone is \$58,304,205 (the "Project"); and

Attachment: Resolution 2019-47R (Resolution approving EDC TIRZ/Sales Tax Agreement)

WHEREAS, City has requested assistance with infrastructure improvements authorized by Section 501.103 of the Act from the EDC in the amount of half of the sales tax received by the EDC from within the Zone; and

WHEREAS, the City has demonstrated that development of the Zone is a project that will promote and/or develop new and/or expanded business development and the Board of Directors of EDC hereby finds that such project will promote and/or develop new and/or expanded business development; and

WHEREAS, the City and the EDC believe that entering into this Agreement will be in the best interests of the economic development of the City of Celina; and

WHEREAS, the EDC's Board of Directors has determined that financial assistance provided to the City for the Project is consistent with and meets the definition of "project" as that term is defined in Sections 501.101, 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, the EDC has determined that granting economic development incentives in accordance with this Agreement will further the objectives of the EDC, will benefit the EDC and the City and the City's inhabitants, will promote local economic development, and retain employment, business and commercial activity in the City; and

WHEREAS, the Board of Directors of the Zone has recommended approval of this Agreement to the City Council and the Board of Directors for the EDC has approved this Agreement.

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, THAT:

SECTION 1. The Incentive Agreement between the City of Celina and Celina Economic Development Corporation is hereby approved as attached in **Exhibit A**; and the Mayor is authorized to execute the agreement.

SECTION 2. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA
this _____ day of _____, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner
City Secretary

Attachment: Resolution 2019-47R (Resolution approving EDC TIRZ/Sales Tax Agreement)

INCENTIVE AGREEMENT

This **INCENTIVE AGREEMENT** by and between the City of Celina, Texas, a home-rule municipality (the "City"), and the Celina Economic Development Corporation (the "EDC"), is made and executed on the following terms and conditions.

WHEREAS, the EDC is a Type A economic development corporation operating pursuant to the Development Corporation Act, Title 12, Subtitle C1, of the Texas Local Government Code, as amended (the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean targeted infrastructure and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: manufacturing and industrial facilities, distribution centers, and small warehouse facilities capable of serving as decentralized storage and distribution centers; and

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

WHEREAS, the City created "City of Celina Tax Increment Reinvestment Zone Number Eleven", in Celina, Texas covering approximately 687 acres in and around downtown Celina, including a portion of a rail line and deteriorating or abandoned industrial buildings adjacent thereto, to facilitate development and encourage private investment over property that would otherwise continue to impair the sound growth of the City (the "Zone"); and

WHEREAS, the promotion and development of the Zone will require public infrastructure to support approximately 687 acres of development; and

WHEREAS, the estimated cost of necessary infrastructure and project costs, including streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, for development of the Zone is \$58,304,205 (the "Project"); and

WHEREAS, City has requested assistance with infrastructure improvements authorized by Section 501.103 of the Act from the EDC in the amount of half of the sales tax received by the EDC from within the Zone; and

WHEREAS, the City has demonstrated that development of the Zone is a project that will promote and/or develop new and/or expanded business development and the Board of Directors of EDC hereby finds that such project will promote and/or develop new and/or

expanded business development; and

WHEREAS, the City and the EDC believe that entering into this Agreement will be in the best interests of the economic development of the City of Celina; and

WHEREAS, the EDC's Board of Directors has determined that financial assistance provided to the City for the Project is consistent with and meets the definition of "project" as that term is defined in Sections 501.101, 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, the EDC has determined that granting economic development incentives in accordance with this Agreement will further the objectives of the EDC, will benefit the EDC and the City and the City's inhabitants, will promote local economic development, and retain employment, business and commercial activity in the City; and

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

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

SECTION 1. FINDINGS INCORPORATED. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM. This Agreement shall be effective as of the Effective Date of this Agreement and shall continue thereafter until the earlier of December 31, 2048 or termination of the Zone by the City (the "Term").

SECTION 3. ECONOMIC ASSISTANCE.

A. The EDC collects a one-half cent sales and use tax on taxable purchases within the City of Celina ("EDC Sales Tax"). Subject to the terms, covenants, and conditions of this Agreement, the EDC agrees to provide economic development incentives to the City for the Project totaling fifty percent (50%), being a one-quarter cent, of the EDC Sales Tax collected in the Zone during the Term of this Agreement (the "Incentive"). The City will deposit all Incentive payments received from the EDC into the Tax Increment Fund created by City Ordinance No. 2017-136.

B. City shall only use the Incentive to pay for Project costs, which are site improvements, streets and roads, water and sewer utilities, gas utilities, electric utilities, drainage, rail spurs and related improvements within the Zone, as permitted under the Zone's Project and Financing Plan, as it presently exists or may be amended.

C. The EDC shall make Incentive payments to the City within thirty (30) days of receiving EDC Sales Tax proceeds from the City pursuant to Section 504.301 of the Act. The EDC and City shall work cooperatively to determine the portion of the EDC Sales Tax that was collected from the Zone, with the City making the final determination as to the amount of EDC Sales Tax collected from the Zone and the number or identity of taxpayers located in the Zone. The Incentive money may not be spent unless the EDC Board of Directors has voted in favor of the expenditure. The City will provide EDC with the receipts or other documents that reflect the use of the Incentive on permissible Project expenditures each fiscal year within ninety (90) days of the end of the City's fiscal year.

D. To the extent an audit or review by the Texas Comptroller results in an adjustment to the sales and use taxes being collected from the Zone, City and EDC agree to promptly adjust the Incentive accordingly to reflect the true measure of the EDC Sales Tax collected from within the Zone.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF CITY. City covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and to only use the Incentive for the Project.
- (b) **Certain Prohibited Economic Incentives.** City covenants and agrees that this Agreement does not violate Section 501.161 of the Texas Local Government Code, as amended.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF EDC. The EDC agrees to make Incentive payments to City after the Effective Date in accordance with the terms and provisions set forth in this Agreement.

SECTION 6. EVENTS OF DEFAULT. No party shall be in default under this Agreement until notice of the alleged failure of such party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given an opportunity to cure the alleged failure as provided herein. In the case of a failure of an obligation to make a payment required under this Agreement, the failure to pay must be cured by making the payment within five (5) business days after written notice of the failure to pay. For all other failures, no party shall be in default under this Agreement if, within thirty (30) days, the party to whom the notice was given cures the failure. A party that does not timely cure a failure shall be deemed in default. Except for failures of an obligation to make a payment under this Agreement, if a party who has received notice under this Section 6 cannot cure an alleged failure using

reasonable efforts within thirty (30) days after receipt of written notice, such party shall give written notice to the other party within such thirty (30) day period (a) stating that the party cannot cure the alleged failure within thirty (30) days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given.

SECTION 7. REMEDIES. If a Party is in default under this Agreement as provided in Section 6, the aggrieved party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved party to terminate this Agreement; or
- (b) entitle the aggrieved party to suspend performance under this Agreement; or
- (c) entitle the aggrieved party to seek or recover monetary damages of any kind; or
- (d) limit the Term.

In addition, in the event that a failure by EDC to timely make an Incentive payment to City is not cured within five (5) days as provided in Section 6 above, the EDC expressly grants, authorizes, and assigns to the City the right to withhold the past-due amount, as determined by the City, from the EDC Sales Tax received by the City from the Comptroller of the State of Texas and then provide the remaining EDC Sales Tax to the EDC pursuant to Section 504.301 of the Act.

SECTION 8. TERMINATION OF AGREEMENT WITHOUT DEFAULT. The EDC or City, respectively, may terminate this Agreement immediately if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal. Termination of this Agreement under this Section 8 shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) City shall be entitled to receive from EDC any payment due the City through the date of termination and (ii) the EDC and City agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible including, without limitation, the creation of an interest and sinking fund.

SECTION 9. EMPLOYMENT OF UNDOCUMENTED WORKERS. As required by Chapter 2264 of the Texas Government Code, during the term of this Agreement, City agrees not to knowingly employ any undocumented workers.

SECTION 10. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any related documents, constitutes the

entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton and Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton or Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be April 9, 2019.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** Any notice or other communication required or permitted by this Agreement is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand, (deliveries after 5:00 p.m. shall be considered delivered on the following day), (ii) by electronic mail to the electronic mail address below (deliveries after 5:00 p.m. shall be considered delivered on the following day), or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as

follows:

if to the City: City of Celina, Texas
Attn: Jason Laumer, City Manager
142 North Ohio Street
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov

if to the EDC: Celina Economic Development Corporation
c/o City of Celina, Texas
Attn: Alexis Jackson, Executive Director
302 W. Walnut
Celina, Texas 75009
E-mail: ajackson@celinaedc.com

- (j) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- (k) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

THIS INCENTIVE AGREEMENT IS ENTERED INTO AS OF APRIL 9, 2019.

THE CITY:

THE CITY OF CELINA TEXAS

By: _____

Name & Title: Sean Terry, Mayor

Date: _____

ATTEST:

_____, City Secretary

EDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____

Name and Title: _____

Date: _____

ATTEST:

_____, Secretary

EXHIBIT A

Attachment: Resolution 2019-47R (Resolution approving EDC TIRZ/Sales Tax Agreement)



Celina Economic Development Corporation
City of Celina, Texas

Memorandum

To: Celina Economic Development Corporation Board Members
From: Alexis Jackson, Director of Economic Development
CC: Jason Laumer, City Manager
Date: September 3, 2019
Re:

Action Requested:

Administrative Services and Office Space Agreement Between the City of Celina and the Celina Economic Development Corporation

Background Information:

This is a standard agreement that a large majority of Cities and EDC enter into. It formalizes the working relationship and creates a necessary legal framework to protect both parties interests.

Legal Review:

Legal prepared and reviewed the agreement.

Supporting Documents:

Administrative Services and Office Space Agreement

Staff Recommendation:

Staff recommends approval.

ADMINISTRATIVE SERVICES AND OFFICE SPACE AGREEMENT BETWEEN THE CITY OF CELINA AND THE CELINA ECONOMIC DEVELOPMENT CORPORATION

This Administrative Services and Office Space Agreement (“Agreement”) is entered into on the _____ day of _____, 2019 (“Effective Date”), by and between the CITY OF CELINA, a Texas municipal corporation, (hereinafter referred to as the “City”), and the CELINA ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation (hereinafter referred to as the “CEDC”).

In consideration of mutual agreements described hereinafter and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and CEDC, agree as follows:

Section 1. *City Obligations.* The City represents that it has current resources to provide the services contemplated herein. Upon request by the CEDC’s Board of Directors (the “Board”) or Executive Director, the City agrees to provide any of the following services and personnel which shall include, but not be limited to:

- a. Providing all personnel necessary for the operation of the CEDC as set forth by the Bylaws to include IT, GIS, finance and administrative services.
- b. Providing all necessary accounting, recordkeeping, and financial services through the Department of Finance of the City. Preparing all reports and keeping all books and records required by the CEDC’s Bylaws, as well as any other reports and records requested by the Board or any officer of the CEDC.
- c. Providing suitable office space as needed for the daily operations of the CEDC.
- d. Providing any other routine and non-routine services.

Section 2. *CEDC Obligations.* The CEDC represents that it has current funds to pay for the services to be provided by the City. In consideration of the City’s obligations, the CEDC agrees to provide the following, which shall include but not be limited to:

- a. Paying \$30,000 per year to the City for the cost of the services, including IT, GIS, and administrative services to be paid in equal monthly payments on the first of each month.
- b. On an annual basis, pay 25% of the total salaries set forth in Exhibit A.
- c. Granting authority to the City to disburse funds and incur budgeted expenses on behalf of the CEDC and designate the Economic Development Manager/Executive Director, Board President and/or Board Designee as authorized signatories of the CEDC.

- d. Granting the City access to the books and records of the CEDC at all times.

Section 3. *Term.*

- a. This Agreement shall be for a period of five (5) year from the Effective Date of this Agreement with automatic 1-year extensions, subject to the terms of this Agreement, the Bylaws of the CEDC and state law.
- b. The City and CEDC may mutually amend this Agreement, at any time.
- c. This Agreement may be terminated at any time by the City or the CEDC, in whole, or from time to time, in part. Termination shall be effective sixty (60) days after delivery of Notice of Termination, which shall specify to what extent services under this Agreement shall be terminated.

Section 4. *Miscellaneous Provisions.*

- a. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party. This Agreement shall be binding on and inure to the benefit of the Parties and their respective administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- b. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
- c. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- d. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Denton or Collin County, Texas.
- e. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- f. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be

effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, to: City of Celina
Attn: Jason Laumer
142 North Ohio Street
Celina, TX 75009
Phone: (972) 382-2682

If to CEDC, to: Celina Economic Development Corporation
Attn: Alexis Jackson
302 W. Walnut
Celina, TX 75009
Phone: (972) 382-3455

[SIGNATURE PAGES TO FOLLOW]

Attachment: Office Space and Services Agreement Final (Administrative Services and Office Space Agreement)

APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, in its meeting held on the ____ day of _____, 2019, and executed by its authorized representative.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Office Space and Services Agreement Final (Administrative Services and Office Space Agreement)

APPROVED BY THE CELINA ECONOMIC DEVELOPMENT CORPORATION in its meeting held on the ____ day of _____, 2019, and executed by its authorized representative.

CORPORATION

CELINA ECONOMIC DEVELOPMENT

Kyle Rose, President

ATTEST:

Alexis Jackson, Director

Attachment: Office Space and Services Agreement Final (Administrative Services and Office Space Agreement)

**EXHIBIT “A”
Salary Sheet**