

**NOTICE OF REGULAR MEETING ECONOMIC DEVELOPMENT CORPORATION
MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
June 7, 2021**

A quorum of the City Council or another City Board may be in attendance. It is not a certainty that a quorum or other number of the members of the City Council or another City-affiliated body will attend the meeting. No official action by the City Council or any City Board or commission, other than the Princeton Economic Development Corporation, shall be taken.

The Economic Development Corporation of the City of Princeton will meet in Regular Meeting Session on June 7, 2021 at 6:00 PM 123 W. Princeton Dr. Princeton, Texas 75407 to discuss the following

Sherry Campbell,
President, Place 6

Tim Cotton,
Vice President, Place 5

Mike Thompson,
Director, Place 1

James Miller,
Director, Place 2

Emarcus Bingham,
Director, Place 3

Terrance Johnson,
Director, Place 4

Chad Jones,
Director, Place 7

CALL TO ORDER

ROLL CALL

Sherry Campbell
Tim Cotton
Mike Thompson
James Miller
Emarcus Bingham
Terrance Johnson
Chad Jones

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Economic Development Corporation is unable to respond or to discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizens inquiry or recite existing policy in response to an inquiry.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Economic Development Corporation and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent

Agenda and considered in its normal sequence on the agenda.

Minutes

Discussion and possible action regarding the minutes of the May 3, 2021
Regular Economic Development Corporation Meeting.
[EDC Minutes 05-03-21.doc](#)

REGULAR AGENDA

EDC- Financial Report as of April 30, 2021

2021-039 Discussion and possible action regarding the April 30, 2021 Economic Development Corporation financial statement, sales tax and fund balance.
[07 - EDC Apr21.pdf](#)

EDC- Princeton Chamber of Commerce

2021-040 Discussion and possible action regarding the Relocation Guide/membership directory as requested by President Sherry Campbell.

EDC- Communication Master Plan (IPO #131)

2021-041 Discussion and possible action regarding IPO #131, development of a communication master plan for the City of Princeton.
[20210525_IPO#131_Communication Master Plan KSG.pdf](#)

EDC- Resolution EDC-2021-06-07-R (Crossroads Gas Line)

2021-042 Discussion and possible action regarding Resolution EDC-2021-06-07-R, gas line for Crossroads.
[SiEnergy-EDC - Gas Line Construction Reimbursement Agreement CLEAN.doc](#)
[Sienergy Exhibit C.pdf](#)

EDC- Development Agreement Amendment (Buff and Shine)

2021-043 Discussion and possible action regarding an amendment to the development agreement with Rich Umbrell and the Buff and Shine company regarding the initial size of their new building from 100,000 to 75,000 Sq. Ft. due to the increase in the cost of materials.
[Dev Agreement RERR LLC_Buff and Shine-EDC 100,000 - 75,000 edit 2-22-2021.docx](#)
[Buff and Shine.pdf](#)

EDC- Incentives

2021-044 Discussion and possible action regarding available incentives for Texas Star.

EDC- RFP Community and Economic Development Marketing

2021-045 Update, discussion and possible action from appointed EDC Board Members regarding developing an RFP, (request for proposal), to solicit vendors for community and economic development marketing.

EDC- Yorkshire Dr. and 2nd Street

2021-046 Discussion and possible action regarding a potential multi-family agreement located at Yorkshire Dr. and 2nd Street.

EDC- EDC July Meeting

2021-047 Discussion and possible action to change the July Regular Monthly Economic Development Corporation meeting from Monday, July 5, 2021 to Thursday, July 8,

2021 due to the closure of the City of Princeton for the Independence Day holiday.

EDC- Future Agenda Items

2021-048 Consider a request for items to be placed on a future agenda and NOT for discussion.

EXECUTIVE SESSION

(Tex. Gov't Code §551.072.) Discuss or deliberate the purchase, exchange, lease, or value of real property.

(Tex. Gov't Code §551.087.) Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board has received from a business prospect that the Board seeks to have locate, stay, or expand in or near the territory of the City of Princeton and with which the Board is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). Proposed incentive agreements with property developers; pending negotiations on development agreements.

1) Bois 'D' Arc Professional Park.

ACTION PERTAINING TO EXECUTIVE SESSION

REPORT AGENDA - CITY MANAGER

1) City Council meetings for June 2021: Monday, June 14th at 6:30 p.m. and Monday, June 28th at 6:30 p.m.

2) Next Regular EDC meeting is Thursday, July 8, 2021 at 6:00 p.m.?

3) Update on the Retail Development Project (Praveen Daida with Princeton Pharmacy).

EDC REPORT AGENDA

EDC Board of Directors report about items of community interest in which no action will be taken.

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall @ _____ and copies thereof were delivered to the President, Vice President, and Directors of the EDC.

Tabatha Monk, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Tabatha Monk, City Secretary, or other designated official at 972-734-2416. The Economic Development Corporation reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

Minutes

The City of Princeton

Regular Economic Development Corporation Meeting of May 3, 2021

The Economic Development Corporation (EDC) of the City of Princeton, Texas, met in regular session via teleconference on May 3, 2021 at 6:00 p.m.

The following EDC Board of Directors were present: President Sherry Campbell, Director James Miller, Director Emarcus Bingham and Director Chad Jones. The following EDC Board of Directors were absent Vice-President Tim Cotton, Director Mike Thompson and Director Terrance Johnson. The following Staff Members were present: City Manager Derek Borg, City Secretary Tabatha Monk and Director of Community Engagement Tenishea Turner.

President **Campbell** called the **EDC Meeting to order at 6:02 PM.**

President **Campbell** called roll, present were EDC Directors **James Miller, Emarcus Bingham and Chad Jones.**

President **Campbell** led the invocation.

President **Campbell** led the Pledge of Allegiance.

President **Campbell** announced Citizens Appearance. No one spoke.

President **Campbell** announced the Consent Agenda: Consent Agenda: All consent agenda items listed are considered to be routine by the Economic Development Corporation and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent agenda and considered in its normal sequence on the agenda. Items on the **Consent Agenda** were: Discussion and possible action regarding the minutes of the April 5, 2021 Regular Economic Development Corporation meeting. Director **Miller made a motion to approve the Consent Agenda.** Director

Jones seconded the motion to approve. The motion carried unanimously.

President **Campbell** then announced the first item under the Regular Agenda: **(EDC-2021-031 Financial Report as of March 31, 2021):** “Discussion and possible action regarding the March 31, 2021 Economic Development Corporation's financial statement, sales tax, fund balance.” No action taken.

President **Campbell** then announced the second item under the Regular Agenda: **(EDC-2021-032 Princeton Chamber of Commerce):** “Discussion and possible action Regarding the Relocation Guide/membership directory as requested by President Sherry Campbell.” No action taken. This item will be added to the EDC/CDC Joint Work Session on May 13, 2021.

President **Campbell** then announced the third item under the Regular Agenda: **(EDC-2021-033 EDC Detention Pond):** “Discussion and possible action regarding a stockpile location for the EDC Detention Pond project in the Bois 'D' Arc Profession Park.” Director **Jones made a motion to approve.** Director **Miller seconded the motion to approve. The motion carried unanimously.**

President **Campbell** then announced the fourth item under the Regular Agenda: **(EDC-2021-034 Retail Development Project):** “Discussion and possible action regarding a retail development project presented by Praveen Daida with Princeton Pharmacy. Director **Miller made a motion for City Manager Borg to get with Praveen and work out the logistics of funding and other elements that might be possible for Praveen and get back with the board in a timely manner.** Director **Bingham seconded the motion. The motion carried unanimously.**

President **Campbell** then announced the fifth item under the Regular Agenda:

(EDC-2021-035 Façade Program): “Discussion and possible action regarding adoption of revised guideline for economic incentives through façade improvement grants and related administrative direction to staff. Director **Jones made a motion to approve Resolution 2021-05-03-R.** Director **Miller seconded the motion to approve.** The **motion carried unanimously.**

President **Campbell** then announced the sixth item under the Regular Agenda:

(EDC-2021-036 Crossroads Gas Line): “Discussion and possible action regarding the gas line for Crossroads.” Director **Miller made a motion to approve City Manager to draw up a Resolution to bring back to the next meeting.** Director **Jones seconded the motion to approve.** The **motion carried unanimously.**

President **Campbell** then announced the seventh item under the Regular Agenda:

(EDC-2021-037 Staffing): “Discussion and possible action regarding, providing funding for a staff person to assist the Community Development Corporation and the Economic Development Corporation.” This item will be added to the EDC/CDC Joint Work Session scheduled for May 13, 2021.

President **Campbell** then announced the eighth item under the Regular Agenda:

(Future Agenda Items) “Consider a request for items to be placed on a future agenda and NOT for discussion.” President **Campbell request discussion for the Chamber of Commerce Ad and Magazine Ad.**

President **Campbell** then announced Executive Session: (Tex. Gov’t Code §551.072.) Discuss or deliberate the purchase, exchange, lease, or value of real property. (Tex. Gov’t Code §551.087.) Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information

that the Board has received from a business prospect that the Board seeks to have locate, stay, or expand in or near the territory of the City of Princeton and with which the Board is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). Proposed incentive agreements with property developers; pending negotiations on development agreements. 1) Bois 'D' Arc Professional Park.

President **Campbell** announced action taken from Executive Session. Director **Jones made a motion to move proceed as directed.** Director **Miller seconded the motion.** The **motion carried unanimously.**

President **Campbell** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: "City Council meetings for May 2021: Monday, May 10th at 6:30 p.m. and Monday, May 24th at 6:30 p.m.; Next Regular EDC meeting is Monday, June 7, 2021 at 6:00 p.m.; Update on City Wide Communications; Parks and Trails Master Plan Update - Future Recreation Center: Public Meeting #2 to be held May 18, 2021 at 6:00 p.m. at the Public Works Building Conference Room.

President **Campbell** then announced the EDC Report Agenda: President **Campbell reminded everyone of the City Trash Off this weekend at Caldwell Park.**

President **Campbell** then announced adjournment: Director **Miller made a motion to adjourn.** Director **Jones seconded the motion.** The **motion carried unanimously.**

President **Campbell** adjourned the meeting at 7:27 p.m.

Sherry Campbell, Date
EDC President

ATTEST:

Tabatha Monk, Date
City Secretary

**CITY OF PRINCETON
BALANCE SHEET
ECONOMIC DEVELOPMENT CORPORATION
APRIL 30, 2021 (unaudited)**

	<u>EDC</u>
ASSETS	
Cash and cash equivalents	\$ 2,799,359
A/R - Sales tax	199,421
Interest Receivable - PTX Storage	32,116
Note Receivable - PTX Storage	402,336
Total Assets	<u><u>3,433,232</u></u>
Liabilities	
Payables	22,156
Deferred Revenue-PTX Storage	402,336
Total Liabilities	<u><u>424,492</u></u>
Fund Balances	
Commitment remaining for:	
Debt Service	75,000
Transfers:	
Community Events	8,500
General Fund	39,392
Projects:	
S Beauchamp Blvd	13,000
Industrial Park & Marketing	203,650
Myrick Lane	150,000
Towne Center	182,500
Old Downtown Area Visioning	200,000
Unassigned	2,136,698
Total Fund Balances	<u><u>3,008,740</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 3,433,232</u></u>

**CITY OF PRINCETON
 BUDGETARY COMPARISON SCHEDULE
 ECONOMIC DEVELOPMENT CORPORATION
 FOR SEVEN MONTHS ENDING APRIL 30, 2021 (unaudited)**

	Budget	Actual	Variance with Final Budget - Positive (Negative)	Percentage of Budget
REVENUE				
Sales Taxes	\$ 735,000	\$ 647,537	\$ (87,463)	88.10%
Investment Income	20,000	796	(19,204)	3.98%
Sale of Land	600,000	600,000	-	100.00%
Interest Income - PTX Storage	60,140	42,139	(18,001)	70.07%
Total Revenues	1,415,140	1,290,472	(124,668)	91.19%
EXPENDITURES				
Supplies & Maintenance	200	-	200	0.00%
Services - Contract	5,500	3,382	2,118	61.49%
Services - Legal	5,000	3,600	1,400	72.00%
Education/Training	4,000	-	4,000	0.00%
Promotional Services, Advertising, Dues	15,000	15,000	-	100.00%
Marketing	5,000	9,100	(4,100)	182.00%
Printing	455	-	455	0.00%
Audit Expense	3,000	3,000	-	100.00%
Website Maintenance	2,000	2,658	(658)	132.90%
Voucher Stimulus Project	21,225	21,225	-	100.00%
Old Downtown	200,000	-	200,000	0.00%
Market Days	4,000	-	4,000	0.00%
Towne Center @ Princeton Crossroads	200,000	17,500	182,500	8.75%
S Beauchamp Blvd	68,000	55,000	13,000	80.88%
Myrick Lane	150,000	-	150,000	0.00%
Industrial Park & Marketing	246,399	42,749	203,650	17.35%
Total Expenditures	929,779	173,214	756,565	18.63%
Excess of revenues over expenditures	485,361	1,117,258	(881,233)	
OTHER FINANCING SOURCES (USES)				
Transfer for Community Events	17,000	8,500	8,500	50.00%
Transfer to General Fund	78,785	39,393	39,392	50.00%
Transfer to General Debt Service Fund	75,000	-	75,000	0.00%
Total other financing sources (uses)	170,785	47,893	122,892	28.04%
Net Change in Fund Balance	\$ 314,576	\$ 1,069,365	\$ (1,004,125)	339.94%
Fund Balance, October 1		1,939,375		
Fund Balance, September 30		\$ 3,008,740		

Economic Development Corporation
Sales Tax Comparison

	<u>FYE 9/30/2021</u>	<u>FYE 9/30/2020</u>	<u>Difference</u>	
October	\$ 85,603	\$ 75,167	\$ 10,436	13.9%
November	88,953	68,793	20,160	29.3%
December	114,648	85,373	29,275	34.3%
January	83,988	60,780	23,208	38.2%
February	74,924	63,001	11,923	18.9%
March	114,421 *	81,572	32,849	40.3%
April	85,000 *	76,068	8,932	11.7%
May	-	84,779	(84,779)	-100.0%
June	-	93,673	(93,673)	-100.0%
July	-	86,642	(86,642)	-100.0%
August	-	87,898	(87,898)	-100.0%
September	-	100,510	(100,510)	-100.0%
	<u>\$ 647,537</u>	<u>\$ 964,256</u>	<u>\$ (316,719)</u>	<u>-32.8%</u>
Budget	\$ 735,000			
Collected to date	88%			

* *Estimated: Sales tax monies to be received from State Comptroller*
These estimates will be updated monthly

**Economic Development Corporation
Project Detail - FY2021**

Project Description	Budget	Amount Spent to-date	Vendor
Old Downtown	\$ 200,000	-	
Town Center-Princeton Crossroads	\$ 200,000	17,500	IC Lamaco LLC
Market Days	\$ 4,000	-	
S Beauchamp - Eng/Design KH IPO #115	\$ 68,000	55,000	Kimley Horn
Myrick Lane - IPO #32	\$ 150,000	-	
Industrial Park & Marketing	\$ 50,000	4,330 36,963 1,456	GFF Kimley Horn C&S Media
Voucher Stimulus Project	\$ 36,680	122 335 210 125 12 3,037 50 1,875 38 3,625 2,237 3,297 1,450 2,400 775 1,137 500	D2D Dental Thirumala Group Princeton Vet Clinic Wild Flour Bakery Puppy Love Relianse Papa Supercuts Taco Empire The Jym Artisan Nails Las Roca's Valerie's Taco Stand Rivera's SPS Foods Radhe Kishan Jocy's Boba House
	\$ 708,680	\$ 136,474	

ECONOMIC DEVELOPMENT CORPORATION

Fund Balance Summary

Beginning Fund Balance October 1, 2019:		\$ 1,481,087
Project Budget Commitments-FY2020:		
Community Events	17,000	
Debt Service	75,000	
Voucher Stimulus Project	44,570	
Chamber of Commerce - Market Days	4,000	
Myrick Lane	499,405	
Industrial Park & Marketing	52,093	
Old Downtown Area Visioning	28,840	
Town Center	<u>30,000</u>	(750,908)
Add: Revenues FY 2020		1,347,218
Less: Operating Expenditures FY 2020		<u>(138,022)</u>
Projected Fund Balance, September 30, 2019		<u><u>\$ 1,939,375</u></u>
Beginning Fund Balance October 1, 2020 (projected)		\$ 1,939,375
Project Budget Commitments-FY2021:		
Community Events	17,000	
Debt Service	75,000	
General Fund	78,785	
Voucher Stimulus Project	21,225	
S Beauchamp Blvd	68,000	
Myrick Lane	150,000	
Industrial Park & Marketing	246,399	
Old Downtown Area Visioning	200,000	
Town Center	<u>200,000</u>	(1,056,409)
Add: Projected Revenues FY 2021		1,396,140
Less: Budgeted Operating Expenditures FY 2021		<u>(40,155)</u>
Projected Unassigned Fund Balance, September 30, 2021		<u><u>\$ 2,238,951</u></u>

INDIVIDUAL PROJECT ORDER (IPO) #131
Development of a Communication Master Plan
Date Prepared: May 25, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the City of Princeton in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this professional services agreement to the City of Princeton (“the City”) for providing professional information technology services for the preparation of a city-wide Communication Master Plan.

Project Understanding:

This project will include the development of a Communication Master Plan for the City. The Communication Master Plan will serve as a long-range communication plan to support the City’s Information Technology (IT) Department communication needs and the City’s future Intelligent Transportation System (ITS) communication needs.

The Consultant will manage the services outlined in this scope as efficiently and effectively as practicable. The Consultant will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the City’s Project Manager and other assigned City representatives.

Scope of Services:

LS = Lump Sum Fee Type

Task 1 - Project Management **\$20,500 LS**

Subtask 1.1 Project Control and Management.

The Consultant will be responsible for managing the project within the schedule identified under Subtask 1.3. Specific activities include coordination of internal resources; subconsultant coordination; review, verification, and approval of subconsultant(s) services; and ongoing reassessments of contract and schedule adherence.

Subtask 1.2 Project Records and Files.

The Consultant will develop a project filing system, both for data in hard copy format and for electronic data. This filing system, which will be maintained in the Consultant’s offices for the life of the project, will be designed such that files can be located and retrieved. This filing system will provide that electronic files are backed up, with duplicate copies stored at a secure, off-site location. One copy of the electronic data will be submitted to the City at project closure.

Subtask 1.3 Schedule.

The Consultant will develop a baseline schedule to depict the project workflow based on the structure described within this scope of services. This schedule will present the projected task durations. If the

actual project schedule deviates from the original schedule, the Consultant will generate a revised schedule to depict actual progress against the original baseline schedule.

Subtask 1.4 Status Reports and Invoicing.

Monthly status reports will be prepared and submitted to the City along with invoices. The status reports will contain a report of project progress and contract fulfillment. The report will address technical progress, contract progress, and management related topics. This task will also include the receipt and processing of invoices from project subconsultants, as required to satisfy City requirements. Monthly invoicing will be part of the status report package.

Subtask 1.5 Project Status and Review Meetings.

In addition to the reporting requirements outlined above, project status meetings with the City will help the Consultant maintain schedule and contract adherence. Six project status meetings may be necessary over the course of the project. Additional meetings related to specific project tasks and deliverables are identified under this scope as part of those tasks. The Consultant will prepare agendas, materials, and meeting notes for these meetings.

Subtask 1.6 Quality Assurance.

The Consultant will utilize the Consultant's quality control procedures. This task includes steps taken during the project to monitor the progress of reports, data, and project material for compliance with agreed upon project deliverable expectations.

Task 2 - Kick-Off Meeting

\$ 7,000 LS

There are two key objectives of this meeting. The first objective is to bring together the key participants in the study to discuss the project's main deliverables and time schedule. Other administrative details will also be discussed.

The second objective is for key staff to discuss project specifics outlined below.

The Consultant will organize, prepare for, and facilitate one Kick-Off meeting, addressing the following objectives:

- Discuss the scope and roles of the Consultant,
- Discuss deliverables,
- Discuss project schedule,
- Identify the protocol for project communications,
- Lead an interactive discussion of the City's goals and objectives,
- Identify the users of the system,
- Plan for specific documents that will require City review and comment, and
- Identify the need for, and the provision of, existing conditions data.

Deliverable: The Consultant will prepare and distribute meeting summaries that include action items by responsible party.

Task 3 - Compile Existing Infrastructure Documents

\$ 6,000 LS

This task includes the collection and organization of data by the Consultant for use in other tasks of this project. The specific type, quantity, and other requirements of the data to be collected, reduced, and organized by the Consultant are described in the following subtasks.

Subtask 3.1 Collect Existing System Information

The Consultant will collect from the City, pull from the Consultant files (from past projects), or TxDOT existing GIS maps, record drawings, tabular data, or high-level network schematics that pertain to the following functional areas:

Wireless Network

- Existing wireless radio links owned or leased by the City

Traffic Signals and Flashing Beacons

- Existing, planned, and future traffic signals
- Existing traffic signal interconnect and conduit (if present), and
- Signalized pedestrian crossings

Information Technology

- Core architecture requirements
- Communication infrastructure (fiber or wireless) that can be shared, and
- Identified needs for communication infrastructure

School Zone Flasher

- School zone flasher locations and communications interface

Vertical Assets

- Existing and planned radio towers owned or leased by the City
- Multi-storied buildings owned or leased by the City, and
- Other owned or leased high points such as elevated water storage tanks

City Facilities and Assets

- Police and fire department buildings or offices
- Public schools
- SCADA locations
- Parks, and
- Enterprise zones

Subtask 3.2 Existing System Field Verification.

Upon receipt of information requested from the City, the Consultant will perform a field review at a limited number of project intersections and communication nodes to gather additional data and photographs to be used in the development of the Communication Master Plan. Field verification has been limited to one day with a two-man field crew.

Task 4 - Concept of Operations

\$14,000 LS

It is important to establish a platform defining how the communication network will support the City's needs. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The Concept of Operations will represent the City's staff's conceptualization of day-to-day conditions and activities (operation) of the various possible uses of a wireless network and what bandwidth requirements are needed to serve those functions.

It will describe the purpose of the wireless network, the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. More simply put, the Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms.

The Consultant will organize and conduct a half-day workshop to develop and refine ideas of what the future system will be. This workshop should include departments that may utilize the wireless network as it is envisioned today, as well as staff that may benefit from, or provide support to, the future wireless system. The Consultant will work with the City to identify participants in this workshop.

The Consultant will lead a discussion on possible business models that might be deployed. This would include construction, operations, and maintenance of a wireless network. The basic premise would be along the lines of City funded construction and a third-party operate and maintain.

The workshop participants will identify and discuss how a phased implementation of a wireless network will support current needs and possible needs in the future, by user (department). The discussion will include assumptions that should be used, or sources of information to make judgements towards bandwidth needs, reliability, and securing needs by user type.

The following is a categorical list of topics to be covered with various City staff:

- Interface to other agencies within the City
 - Interface
 - Sharing of information
- Interface to other agencies outside of the City
 - Interface
 - Sharing of information
- Public information
 - Traffic conditions
 - Planned construction/maintenance events
 - Connected / autonomous vehicles
- Smart City functions
 - City-owned streetlights
 - Others as identified
- Traffic signal management
 - Monitoring and control
 - Incident management

Deliverable: The Consultant will develop the Concept of Operations document based on the above work activity results. This document will identify high-level needs and requirements. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as a framework for subsequent portions of this project.

Task 5 - Potential Technologies

\$17,500 LS

Subtask 5.1 Develop Conceptual Communication Typology.

The Consultant will leverage the information gathered in the Concept of Operations workshop and existing/planned city facilities requiring wireless communication to develop up to three (3) alternative concept designs. For example, identify where licensed broadband radio links are needed, possible high-point locations/towers could be leveraged, or constructed, and array of access points needed to support subscribers (end users or devices).

Subtask 5.2 Workshop.

The Consultant will organize and execute a half-day workshop to discuss the alternative designs. The workshop will center around the Consultant's best assessment of technologies that fit the City's needs. Discuss how various links would be constructed considering a phased deployment plan (build/expand as needed). Discuss possible risks, cost-sharing, and planning-level costs to deployment.

The Consultant will prepare brief technical summaries of existing and evolving technologies that have the potential of meeting the needs and requirements of the City. The technical summary will identify known current users of the technology, performance, security, maintenance and configuration solutions, and cost (planning level cost).

Task 6 - Preliminary Network Design

\$11,500 LS

Based upon the preferred alternative identified in Task 5, the Consultant will develop the following:

Subtask 6.1 Pre-Network Design.

Based upon the outcome of Task 5, the Consultant will prepare a pre-network design based on the City's most preferred architecture. The pre-network design will address the City's identified wireless network needs.

Subtask 6.2 Bandwidth Budget Assessment. The Consultant will conduct a bandwidth budget assessment on a recommended wireless architecture, taking into consideration the near- and long-term data and bandwidth needs. The Consultant will evaluate the total bandwidth required for each communication node (elevated storage tank, etc.) and the aggregate bandwidth need of the system.

Subtask 6.3 Wireless Path Study.

From the results of Subtasks 6.1 and 6.2, the Consultant will conduct a path study using Motorola LinkPlanner software and Google Earth to evaluate the theoretical performance of the radio communication system to support the system. The path study will take into consideration both topography and elevated obstructions, GPS locations of proposed equipment, frequency, mounting height, channel bandwidth, and antenna size.

The path study will evaluate the point-to-multipoint wireless network from each elevated storage tank or radio tower out to project intersections.

Deliverable: The Consultant will produce a Google Earth .KMZ file and prepare a technical memorandum summarizing the results of the path study and submit to the City.

Task 7 - Presentations

\$11,000 LS

Subtask 7.1 EDC Meeting.

The Consultant will organize, prepare for, and facilitate one two-hour workshop with representatives of the EDC and project team. The Consultant will present background on the project, educate attendees on the components of the project, site project examples from similar communities, discuss near and long-term goals for the project, and associated benefits.

Subtask 7.2 City Council.

The Consultant will organize, prepare for, and present the master plan project to City Council and respond to questions.

Deliverable: The Consultant will prepare and distribute meeting materials and summary documentation.

Task 8 - Develop Communications Master Plan and Deployment Plan

\$25,000 LS

Subtask 8.1 Communication Master Plan.

Following the completion of the previous tasks and acceptance of the Consultant's recommendations, the Consultant will develop the communication master plan document. The work activities associated with this task leverage a significant amount of effort already put forward to the development of the communication master plan. The following Report sections are anticipated:

- Section 1. Executive Summary
- Section 2. Introduction and Background
- Section 3. Existing Conditions
- Section 4. Needs Assessment
- Section 5. Requirements
- Section 6. Overview of Telecommunications Networks
- Section 7. Communications Options
- Section 8. Funding Options
- Section 9. Recommended Telecommunications Network
- Section 10. Implementation and Network Migration Plan
- Section 11. Maintenance and Operations

Deliverable: The Consultant will develop the Communication Master Plan document based on the above work activity results. This document will be delivered to the City for their review and comment. After comments are received, the Consultant will update the document to serve as final deliverable.

Subtask 8.2 Draft Deployment Plan.

The Consultant will develop a draft Deployment Plan. The Deployment Plan will leverage the Communications Master Plan and present the concept of how the City would fund the construction of the desired infrastructure and a third-party would operate and maintain the network, including the concept of how users fees would be collected by the third-party, how the City would leverage the infrastructure for their use, and make available the wireless network to paying consumers. This task will include effort by the Consultant to conduct a cursory investigation of how Internet Service Providers typically deploy wireless networks, and manage back-office operations, possible cost sharing with the owner-agency, assumptions risks, and management of risks. Additional effort will be required to research legal and policy limitations related to use of Federal funds for such a deployment.

Subtask 8.3 Final Deployment Plan.

The Consultant will review the data received from Task 9 (RFI) and make a recommendation for appropriate path forward. The Deployment Plan will be updated to reflect the chosen direction.

Deliverables: The Consultant will develop the draft Deployment Plan and deliver to the City for their review and comment. The Consultant will update the document as requested by the City. The final Deployment Plan would not be completed until after the issuance and receipt of data provided by Task 9 – Request for Information, as described below.

Task 9 - Development of Request for Information

\$ 9,000 LS

The Consultant will leverage city-provided template(s) and data/information contained in Task 8 to develop a request for information (RFI) that will be sent to possible internet service providers (ISPs) to solicit level of interest. The RFI will include the basic language explaining the purpose of the project, roles and responsibilities, conceptual design illustrations, and requirements. The City will be responsible for sending the RFI to Consultant-provided companies.

Task 10 - Preparation of the Ordinance for Adoption

\$ 3,000 LS

The Consultant will develop the ordinance for the City to adopt related to the Communications Master Plan report.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City.

Phase II Recommended Tasks that are not included in the Scope and Fee above:

Task 11 - Preparation of Request for Proposal

This task would produce an RFP that reflects the Deployment Plan and would solicit a price from a service provider. The RFP would be for the construction of wireless antennas, tower construction, configuration of the wireless network, installation of known subscribers, providing back-end services, connection with a broadband provider (e.g., AT&T, Verizon, etc.), and customer service. This task would include responding to questions and production of addendums.

Task 12 - Review of RFPs, verify preferred vendor’s references

This task would review the received responses, rank according to qualifications, rank according to price, review of references, and make a recommendation.

Task 13 - Technical support during contracting

This task would provide technical and administrative support to the City during the contracting phase with the selected service provider.

Task 14 - Construction Phase Services and Program Management

This task would provide administrative and program support during the construction phase of the broadband wireless network and coordinating with City staff on facilities to be connected.

Schedule: Project to begin upon receipt of signed IPO #131. We will provide our services as expeditiously as practicable.

Terms of compensation:

Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

Task 1 – Project Management	\$20,500 LS
Task 2 – Kick-off Meeting	\$ 7,000 LS
Task 3 – Collect Existing Infrastructure Documents	\$ 6,000 LS
Task 4 – Concept of Operations	\$14,000 LS
Task 5 – Potential Technologies	\$17,500 LS
Task 6 – Preliminary Network Design	\$11,500 LS
Task 7 – Presentation	\$11,000 LS
Task 8 – Develop Communications Master Plan and Deployment Plan	\$25,000 LS
Task 9 – Development of Request for Information	\$ 9,000 LS
Task 10 – Preparation of the Ordinance for Adoption	\$ 3,000 LS

Project Total

\$124,500 LS

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed.

Deliverables: One PDF copy and ten bound copies of the Communication Master Plan will be provided upon adoption.

Other Specific Terms of Individual Project Order: None.

ACCEPTED:

CITY OF PRINCETON

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Kevin Gaskey, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: May 25, 2021

CONSTRUCTION CONTRIBUTION AGREEMENT

This Construction Contribution Agreement (the “Agreement”) is entered into by and between SiEnergy, L.P., a Texas limited partnership (“SiEnergy”) and the City of Princeton Economic Development Corporation (“EDCEDC”) and is effective as of the date last signed by the parties. SiEnergy and EDC are sometimes referred to herein each individually as a “Party,” or collectively as the “Parties”.

WHEREAS, SiEnergy warrants and represents that it can enhance economic development in the City of Princeton, Texas (“City”) through construction of new retail gas delivery facilities (the “Facilities”), as described on the attached Exhibit “A”, to provide delivery and sale of natural gas to public facilities located in the proximity of premises the areas depicted in Exhibit A;

WHEREAS, SiEnergy is a retail natural gas utility whose rates and services are regulated by the Railroad Commission of Texas (the “Commission”), and is authorized to build and provide retail natural gas service to customers through the Facilities;

WHEREAS, new and existing residents of the City will receive retail natural gas service through the Facilities pursuant to terms and conditions identified in the applicable SiEnergy tariff on file with the Commission;

WHEREAS, SiEnergy estimates that the completion of the Facilities sufficient to serve EDC’s request for retail natural gas delivery service will cost approximately Four Hundred Ninety-Six Thousand, Four Hundred and Three Dollars (\$496,403) (the “Estimate”);

WHEREAS, SiEnergy has determined that in the short term, the conditions of the energy marketplace are such that construction of the Facilities to provide retail natural gas service to EDC will require the EDC to reimburse SiEnergy for a portion of the cost of the Facilities (as more particularly set forth below) and to advance to SiEnergy an initial contribution towards the costs of construction in the amount of Four Hundred and Ninety Thousand Dollars (\$490,000) (the “Initial Contribution”);

WHEREAS, EDC has been provided with an opportunity to review the Estimate and is satisfied that it is proper and submitted to EDC in good faith, and SiEnergy is not presently aware of any legal or physical impediment to completing the Facilities in substantial accordance with the Estimate; and

WHEREAS, even though SiEnergy has provided this Estimate, EDC understands and agrees that the costs and expenses incurred for completion of the Facilities may exceed such Estimate and that EDC will, in addition to the Initial Contribution, be responsible for some costs in excess of the Estimate (the “Additional Contribution”);

WHEREAS, the EDC’s expenditures in support of SiEnergy’s project under this Agreement shall not exceed \$500,000 (five hundred thousand dollars) in the aggregate, inclusive of the Initial Contribution, Additional Contribution, and any other monies to be paid from EDC’s current funds to SiEnergy by this Agreement.

NOW THEREFORE, in consideration of these recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SiEnergy and EDC agree as follows:

1. Within thirty (30) days of the effective date of this Agreement, EDC agrees to pay the Initial Contribution to SiEnergy, which Initial Contribution shall not be subject to refund to EDC unless SiEnergy fails to complete the Facilities, in consultation with EDC.

2. Within thirty (30) days of receipt of the Initial Contribution, SiEnergy shall use commercially reasonable efforts to commence construction of the Facilities in accordance with the scope of the design and engineering used to produce SiEnergy’s Estimate for completion of the Facilities, as reflected in the attached Exhibit A, which is for all purposes incorporated herein and made a part hereof. As a condition for receiving and retaining the Initial Contribution from EDC, SiEnergy shall ensure that the design and construction of the Facilities will accommodate service of the City of Princeton’s new municipal center located at _____, (currently under construction), and SiEnergy agrees to provide such service when the Facilities and said center have completed construction, under the typical terms of service for its retail customers.

3. SiEnergy shall commence construction of the Facilities within ninety calendar days it shall proceed to complete them diligently and without unreasonable delay (but subject to delays for events or circumstances not within the reasonable control of SiEnergy), and EDC shall have no right to terminate, stop, or delay their completion arising from this Agreement. The Facilities shall be constructed in a manner that renders them complete and ready for service by end-users no later than November 30, 2021. The deadlines for initiation of construction and completion of the Facilities may be extended as reasonably necessary to adjust for circumstances beyond SiEnergy’s control with written authorization from the City Manager of the City of Princeton, Texas, provided, however, that any extension for completion of greater than ninety calendar days must be approved by the EDC board.

4. Within ninety (90) days after completion of the Facilities, SiEnergy will provide EDC with a statement reflecting the costs and expenses incurred for completion of the Facilities. If the costs and expenses incurred to construct the Facilities are greater than the Estimate, EDC will pay the Additional Contribution to SiEnergy within thirty (30) days of receipt of the statement up to the maximum .

5. EDC and SiEnergy has been notified that a nearby residential subdivision known as “Forest Park” seeks to utilize a portion of the Facilities. When the Forest Park development begins construction and SiEnergy has contracted to provide service to end users, SiEnergy will refund to EDC the amount of One Hundred Ninety-Four Thousand, Seven Hundred and Thirteen Dollars (\$194,713). This reimbursement will be made to the EDC within thirty (30) days of the beginning of construction of section mains within the nearby development. For each and every other residential and commercial project outside of Forest Park subdivision which uses any portion of the Facilities, SiEnergy and EDC will confer and analyze the economics to serve such additional EDCs and SiEnergy shall make an additional proportional and equitable

reimbursement to EDC based on such analysis, such that the EDC is effectively refunded a portion of its Initial Contribution for each SiEnergy customer connected to the Facilities.

6. EDC shall, within thirty (30) days of receipt of SiEnergy's statement, provide additional funds to to offset some or all of any applicable local, state or federal income tax liabilities accruing to SiEnergy as a result of the payment of the Initial Contribution and/or the Additional Contribution, up to the maximum expenditure by the EDC.

7. SiEnergy is solely responsible for the details of design and construction of the Facilities, and no joint venture shall exist between it and EDC or the City of Princeton. SiEnergy shall own the Facilities and payment of the Initial Contribution and/or the Additional Contribution shall not constitute or entitle EDC to ownership of all or any part of such Facilities and shall be considered a contribution in aid of construction to enhance and promote economic development in the City of Princeton.

8. SiEnergy shall maintain Worker's Compensation, motor vehicle, and unemployment insurance in amounts equal or greater to that required by law for its activities, and provide proof of such coverage to EDC upon execution of this Agreement and thereafter upon ten (10) days of written request for same. SiEnergy shall also add both EDC and the City of Princeton as additional insured parties to its general commercial liability/errors and omissions insurance coverage and maintain coverage of not less than \$2,000,000 (two million dollars) per occurrence. SiEnergy shall provide proof of such coverage to Client upon execution of this Agreement and thereafter upon within ten (10) days of written request for same. SiEnergy shall notify EDC of any changes to the insurance coverages required by this Agreement.

9. SiEnergy shall obtain and maintain, at its own sole expense, performance and maintenance bonds for the Facilities as would be required for construction of public improvements in the City of Princeton.

10. SiEnergy shall be solely responsible for ensuring the timely payment is paid to any and all of its contractors, subcontractors, materialmen, and others providing it goods and services associated with the Facilities or this Agreement.

11. This Agreement does not constitute any waiver of permit requirements or fees imposed by the City of Princeton to SiEnergy's activities, and all corresponding applications and payments shall be timely made by SiEnergy to the appropriate regulatory authority (e.g., City of Princeton, TxDOT, etc.).

12. In addition to any other specific indemnification provisions set forth in this Agreement, SiEnergy shall hold harmless, indemnify and defend EDC, the City of Princeton, Texas, and/or their respective employees, officials, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of SiEnergy or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees. SiEnergy

understands and agrees that the acceptance, review, or approval of a permit application relating to the Facilities, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, and that neither EDC nor the City of Princeton, Texas shall bear any liability for claims, liabilities, losses, damage, costs, expenses, fines, penalties, assessments, attorney fees, or judgments arising from actual or alleged design defects or negligent construction activities by SiEnergy, and the indemnification obligations of SiEnergy shall apply to all such claims.

8. Neither Party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other Party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a Party or a permitted assignee of a Party to this Agreement.

9. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles. Both parties shall be deemed equal participants in the drafting of the terms set forth herein. Exclusive venue over any disputes arising from this Agreement shall lie in the courts of Collin County, Texas.

10. SiEnergy shall be required to refund EDC the entire amount of the Initial Contribution, and any Additional Contribution which is made, immediately upon the occurrence of any of the following after funds have been received:

- a. SiEnergy makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- b. SiEnergy loses any license, permit, or certification necessary to do business in the State of Texas or construct the Facilities.
- c. SiEnergy fails to construct the Facilities in a good and workmanlike manner within the time period provided by this Agreement or as extended by any subsequent amendment to the deadline for completion.
- d. SiEnergy fails to construct the Facilities in a manner which allows use by residents of Forest Park.
- e. SiEnergy fails to construct the Facilities in a manner which allows use by the City of Princeton's new municipal center.

10. No waiver by either Party of any one or more defaults by the other Party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

11. This Agreement represents the entire agreement of the Parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both Parties to this Agreement.

12. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by other party: (i) three days after mailing by the party when the notices are sent by First Class U.S. certified mail, postage prepaid; or (ii) upon receipt (if sent by hand delivery or courier service).

If to SiEnergy:

If to EDC:

Princeton Economic Development Corporation
ATTN: Derek Borg
123 W. Princeton Dr.
Princeton, TX 75407

With mandatory copy to:

Wolfe, Tidwell & McCoy LLP
ATTN: David Overcash
2591 N. Dallas Parkway Suite 300
Frisco, TX 75034

The address for a party to receive notices by mail set forth above may be updated by them (in writing) without the necessity of a formal amendment to this Agreement.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ON BEHALF OF:

**City of Princeton
Economic Development Corporation**

SiEnergy, L.P.

By: _____

By: SiEnergy GP, L.L.C., its general partner

Name: Steve Deffibaugh

Name: _____

Title: EDC President

Title: Manager

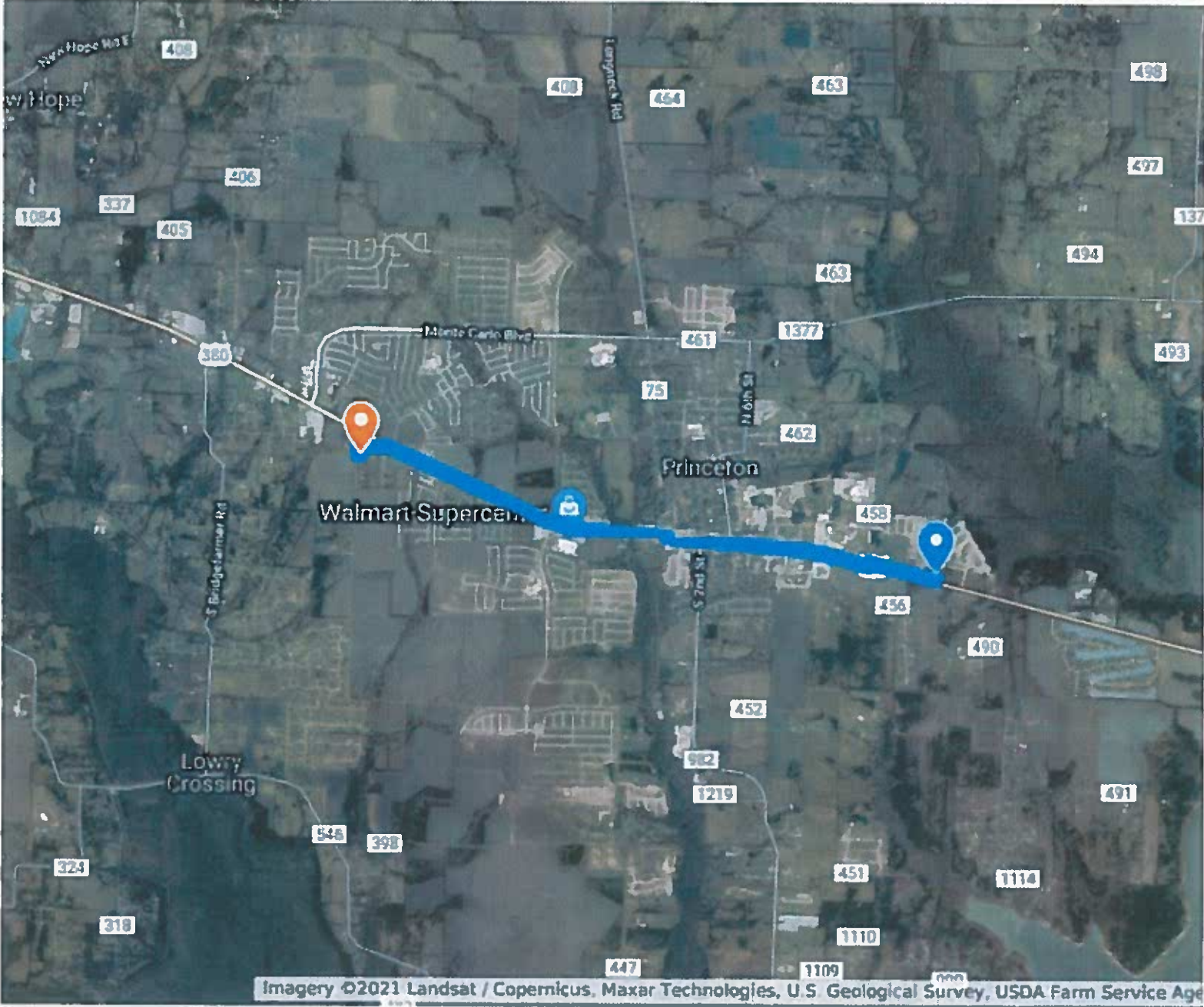
Date: _____

Date: _____

Exhibit A

Description of Facilities:

Item	Cost
Main Line Extension	375,487
Services	908
Meters/Regulators/AMR	16,380
City Gate/Tap/Reg Stations	-
Engineering Fees	58,500
Contingency	45,127
Gross Project Cost	496,402
Initial Contribution - City of Princeton	490,000
Forest Park Reimbursement - City of Princeton	(194,713)



**CITY OF PRINCETON, TEXAS,
PRINCETON ECONOMIC DEVELOPMENT CORPORATION,
AND
RERR, LLC**

**DEVELOPMENT AGREEMENT AND
PERFORMANCE AGREEMENT**

This **DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** (hereinafter referred to as this "Agreement") is made and entered into by and among the **PRINCETON ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type A non-profit corporation (hereinafter referred to as the "PEDC") and RERR, LLC, (referenced herein as "Owner"), is made and executed on the following recitals, terms and conditions.

WHEREAS, Buff and Shine Manufacturing Company will lease the finished 75,000 Sq. Ft. from the Owner RERR, LLC; and

WHEREAS, the PEDC is a Type A economic development corporation created under the authority of the City of Princeton, Texas (the "City") operating pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the Texas Non- Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the PEDC is authorized under Chapter 505, Texas Local Government Code to undertake job-creation projects; and

WHEREAS, the PEDC's Board of Directors has determined that this Agreement is for and in support of a project that promotes new or expanded business development; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PEDC, and the Owner 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, and shall continue thereafter until the expiration of five (5) years after the Effective Date, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Agreement.** The word "Agreement" means this Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any, authorized pursuant to Section 505.158 of the Texas Local Government Code, as amended.
- (b) **City Regulations.** The words "City Regulations" means this Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any, as well as the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, Zoning ordinances, design standards (including without limitation pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to the construction of Public Infrastructure and/or any building/facility the City's applicable design and construction standards (including without limitation uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a building permit for such Public Infrastructure or buildings/facilities. All such regulations that have not been expressly repealed by the City as of the Effective Date, as amended, are incorporated herein as if set forth in full for all purposes.
- (c) **Effective Date.** The words "Effective Date" mean the date on which the latter of all of the following shall have occurred: (1) the PEDC has duly executed this Agreement; (2) the Owner has duly executed this Agreement; and (3) the City has approved this Agreement.
- (d) **Entitlement Date.** The words "Entitlement Date" mean the date upon which all of the following have occurred: (1) Owner has submitted a full and complete set of civil site plans and building construction plans for development of the Property in general conformance with the site plan set forth in **Exhibit B** to the City's building department for review; and (2) the City's building department returns to Owner the first set of comments for corrections or revisions or full approval of said plans, whichever occurs first.
- (e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (f) **Exhibits.**
- Exhibit A- Meets and Bounds of the property
 - Exhibit B- General Site layout Plan
- (g) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a position of employment being within the Sectors 325, 326, 327, 331, 332, 304, 405 as categorized by the NAICS, requiring a minimum of Two Thousand (2,000) hours of work

averaged over a twelve (12) month period with such hours also to include any vacation and sick leave.

- (h) **PEDC.** The term "PEDC" means the Princeton Economic Development Corporation, a Type A economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 123 West Princeton Dr., Princeton, Texas 75407.
- (i) **Owner.** The word "Owner" means RERR, LLC, and their respective heirs, successors, and assigns, whose address for the purposes of this Agreement is, 2139 East Del Amo Blvd. Rancho Dominguez, Calif 90220.
- (j) **Property.** The word "Property" means the real property described by metes and bounds as set forth in **Exhibit A**.
- (k) **Public Infrastructure.** The word "Public Infrastructure" means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under this Agreement.
- (l) **Qualified Expenditures.** The words "Qualified Expenditures" mean the expenditures made by or caused to be made by the Owner to put into operation a private, for-profit manufacturing business to be known as "Buff and Shine" (referenced herein as the "Company") including without limitation the construction of at least one free-standing buildings to include 75,000 square Feet of climate controlled indoor space. Both parties agree the requirements of the City Regulations may alter the building configuration in order to meet and satisfy the City Regulations in place at the time of application.
- (m) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.
- (n) **Verifiable.** The word "Verifiable" means reasonable documentation that is acceptable to the Princeton EDC that can be relied upon for proof the owner has complied with the obligations of this agreement.

SECTION 4. OBLIGATIONS OF THE OWNER.

The Owner covenants and agrees while this Agreement is in effect that the Owner shall comply with the following terms and conditions:

- (a) **Proof of Qualified Expenditures.** Owner covenants and agrees to provide PEDC quarterly copies of the previous three months of Pay-Applications made by the General Contractor and other documentation, in a form reasonably acceptable to PEDC for the construction and outfitting of manufacturing facility to be located on the Property in an amount of not less than **Six Million Five Hundred Dollars and No/100 Dollars (\$6,500,000.00)** by the 31st day of December 2022 for construction Costs for the 75,000

Sq. Ft. concrete tilt up (CTU) building, plus Rain Delay Days which occurred the previous 12 months that prohibit construction activities. Said Pay-Application shall consist of proof of payment by Owner or the Company for Qualified Expenditures.

- (b) **Construction; Grant of Easement.** Owner must submit a full and complete set of civil site plans and building construction plans to the City's building department for review on or before the 31st day of June, 2021. Owner's construction of the structures constituting Qualified Expenditures under this Agreement shall fully comply with the City's Regulations and shall be in general conformance with the plans set forth in **Exhibit B**.
- (c) **Certificate of Occupancy.** Further, Owner shall obtain or cause to be obtained from the City, a Certificate of Occupancy for the Company located on the Property.
- (d) Operate the Company. Owner covenants and agrees that by the 1st day of December 2022 or otherwise agreed to by both parties, and thereafter during the Term of this Agreement, Owner shall keep the business conducted on the Property maintained in good standing and open during customary business hours applicable to a manufacturing facility. Roughly 6am to 9:30 pm Monday- Friday 50 weeks per year.
- (e) **Job Creation and Retention.** Owner covenants and agrees by the December 1st 2022, and thereafter during the Term of this Agreement employ and maintain a minimum of (45) Full-Time Equivalent Employment Positions ("FTEP") working at the Company on the Property. Owner shall submit to the PEDC copies of all quarterly, annual or other reports it files with the Texas Workforce Commission and any other documentation deemed necessary by the PEDC to prove to the PEDC's reasonable satisfaction that Owner is in compliance during the term of this Agreement with respect to employing and maintaining the minimum number of Full-Time Equivalent Employment Positions and Owner shall promptly provide the PEDC with written notice at any time during the term of this Agreement any noncompliance with said requirements.
- (f) **Performance.** The Owner agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the PEDC and Owner. RERR LLC, a Texas Limited Liability Company referred to as "Owner" under this Agreement, shall be responsible and liable to timely perform all of Owner's obligations under this Agreement.

SECTION 5. OBLIGATIONS OF PEDC.

- (a) The PEDC agrees to sell the subject property under the conditions of this agreement for the purpose of the construction and operation of a manufacturing facility, Buff and Shine.
- (b) **Incentives.** The PEDC agrees to make the following incentive reimbursement payments upon the receipt of verifiable documentation set out in this agreement when the milestones have been met.
 - 1. All required plans and specifications have been submitted to the City and the Owner has received a permit for construction. Incentive Payment; **\$75,000**

2. The owner has complied with all of the requirements of the City and the owner has received a Certificate of Occupancy. Incentive Payment; **\$75,000**
3. When the Owner has created and filled 25 Full Time Employment Positions. Incentive Payment; **\$75,000**
4. When the Owner has created and filled an additional 20 Full Time Employment Positions, bringing the total to 45 (FTEP). Incentive Payment; **\$75,000**
5. Provided the owner maintains a minimum of 45 (FTEPs), for a minimum of 2 years or the remainder of the 5 year term of this agreement, the PEDC agrees to make the final Incentive Payment in the amount of **\$100,000**
6. The total incentive reimbursement payments available to the owner during the 5 year term shall not exceed **\$400,000**.

SECTION 6. EVENT OF DEFAULT.

- (a) **General Event of Default.** Failure of Owner to timely comply with or to timely perform any term, obligation, covenant or condition contained in this Agreement, or failure of Owner to timely comply with or to timely perform any term, obligation, covenant or condition contained in any other agreement by and between Owner and the PEDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to PEDC by or on behalf of Owner under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Owner's insolvency, appointment of receiver for any part of Owner's property, any assignment for the benefit of creditors of Owner, any type of creditor workout for Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner is an Event of Default.
- (d) **Ad Valorem Taxes.** Owner allows its ad valorem taxes owed to City to become delinquent and fails to timely and properly follow the legal procedures for protest and /or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Collin County Central Appraisal District is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

- (a) **Generally.** Failure of the Owner to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other parties of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party or parties shall have the right and remedies as specified under this Agreement, the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default, and all of such rights and remedies shall be considered cumulative.
- (b) **Qualified Expenditures.** Failure of Owner to prove to the PEDC that it has timely paid the minimum amount of Qualified Expenditures shall entitle the PEDC to require Owner to pay to the PEDC \$50 per day for each day after the deadline for such proof as set forth in Section 4.(a) of this Agreement until such proof is sufficiently submitted. Said payments will not be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that such a failure of compliance shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the PEDC in such event would sustain; and said amounts are agreed to be the amounts of damages which the PEDC would sustain.
- (c) **Job Creation and Retention.** Failure of Owner to comply with employing and maintaining the minimum number of Full-Time Equivalent Employment Positions shall entitle the PEDC to require Owner to pay to the PEDC \$100 per day for each day of such failure to comply. Said payments will not be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that such a failure of compliance shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the PEDC in such event would sustain; and said amounts are agreed to be the amounts of damages which the PEDC would sustain.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Notice.** All notices, demands or other communications required or provided under this Agreement shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the

addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

PEDC:

C/O CITY OF PRINCETON
ATTN: CITY MANAGER
123 W. Princeton Drive
Princeton, Texas 75407

OWNER:

Richard and Elizabeth Umbrell
RERR, LLC
2139 East Del Amo Blvd.
Rancho Dominguez, Calif. 90220

- (c) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (d) **Assignment.** No Party shall have the right to assign its rights and/or obligations under this Agreement, or any interest herein, without the prior written consent of the other Parties.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon the Effective Date. PEDC warrants and represents that the individual executing this Agreement on PEDC's behalf has full authority to execute this Agreement and bind it to the same. Owner warrants and represents that the individual executing this Agreement on Owner's behalf has full authority to execute this Agreement and bind it to the same.
- (f) **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.
- (t) **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) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this 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.

- (h) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (i) **Undocumented Workers.** The Owner certifies that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(t), Owner shall repay the amount of any public subsidy provided under this Agreement to Owner plus six percent (6.0%), not later than the 120th day after the date the PEDC notifies Owner of the violation.
- (j) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Owner verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (k) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 06.051, 807.05 I, or 2252.153 of the Texas Government Code.

[SIGNATURE PAGE FOLLOWS.]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

PEDC

Princeton Economic Development Corporation

By: _____

Name: _____

Chairperson

Date Signed: _____

Attest: _____

Owner:

RERR, LLC

Richard Umbrell - Owner

Date Signed: _____

Elizabeth Umbrell- Owner

Date Signed: _____

Attest: _____

Tabatha Monk

From: Derek Borg
Sent: Tuesday, June 1, 2021 11:07 AM
To: Tabatha Monk
Subject: FW: development agreement

From: Rich Umbrell [mailto:rumbrell@buffandshine.com]
Sent: Thursday, May 20, 2021 5:52 PM
To: Derek Borg <DBorg@princetontx.us>
Cc: Liz Umbrell <lumbrell@buffandshine.com>; Jeremy Harris <jeremy@j2commercialdevelopment.com>
Subject: [BULK] development agreement

Derek,

To follow up from our last phone call.

Section 4a and 3l of the development agreement states 100,000 sft of CTU. With building costs on the rise we don't know the actual square footage we will get for 6.5 million dollar budget until our contractors produce firm bids. Our goal still is 100,000 sft. We would like this square footage to have a range of 75,000 sft to 100,000 sft. We know once the business is settled in Texas we will grow.

We would like to have 4a and 3l officially adjusted to "75,000 sft to 100,000 sft" on this contract.

Please let me know if you have any questions.

Thank you,
Richard Umbrell
President
Buff and Shine Mfg.
310 528 0432

SECTION 4. OBLIGATIONS OF THE OWNER.

The Owner covenants and agrees while this Agreement is in effect to comply with the following terms and conditions:

- (a) **Proof of Qualified Expenditures.** Owner covenants and agrees to provide quarterly copies of the previous three months of Pay-Application, Contractor and other documentation, in a form reasonably acceptable for construction and outfitting of manufacturing facility to be located on the site, in an amount of not less than **Six Million Five Hundred Dollars (\$6,500,000.00)** by the 30th day of December 2022 for construction of

Development Agreement and Performance Agreement

Sq. Ft. concrete tilt up (CTU) building, plus Rain Delay Days which occur in excess of 12 months that prohibit construction activities. Said Pay-Application shall be made by payment by Owner or the Company for Qualified Expenditures.

SECTION 3. DEFINITIONS.

- (l) **Qualified Expenditures.** The words "Qualified Expenditures" shall mean any and all expenditures made by or caused to be made by the Owner to put into operation and maintain a manufacturing business to be known as "Buff and Shine" (referred to as the "Company") including without limitation the construction of at least 100,000 square Feet of buildings to include 100,000 square Feet of climate controlled indoor space. The parties agree the requirements of the City Regulations may alter the building requirements to meet and satisfy the City Regulations in place at the time of application.