



**Regular Aledo Economic Development Corporation Meeting**  
Aledo Municipal Complex, 200 Old Annetta Road, Aledo, Texas 76008  
Tuesday, April 28, 2026, at 5:30 PM

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**AGENDA**

**1. Call to Order**

**2. Work Session**

- a. Discuss current Aledo Economic Development Corporation budget.**

**3. Regular Agenda**

- a. Approval of March 24, 2026, Regular Meeting Minutes.**
- b. Consider approval of the Your Personal Chef Incentive Agreement.**

**4. Executive Session**

In compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Aledo EDC may convene in executive session to deliberate regarding the following matters:

- a. Section 551.087 – Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including the following items:**

**5. Action Taken on Items Discussed in Executive Session, if Necessary**

**6. AEDC Member Comments / Staff Comments**

In compliance with the Texas Open Meetings Act, AEDC members may comment on routine matters, ask questions of staff that require only a response consisting of factual information or existing City policy, and request that items be placed on a future agenda, but may not deliberate or discuss non-agenda items. City staff may comment on routine City operations and projects and respond to questions from others only with statements of factual information or existing City policy.

- a. Comprehensive Plan Update**
- b. Downtown Business Meeting**

**7. Adjourn**

The Aledo Economic Development Commission may vote or take action on any of the listed agenda items and may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session is allowed under Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. In accordance with the Americans with Disabilities Act, persons who need additional accommodations to attend or participate in the meeting should contact the City Secretary's office at (817) 441-7016 at least 48 hours prior to the meeting to request such assistance.

**CERTIFICATION**

I, Erika Cooper-Bateman, Director of Community Services, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act, in a place convenient and readily accessible to the general public, and was also posted to the [City's website](#), and said notice remained posted for at least two hours after the meeting was convened.

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Erika Cooper-Bateman  
Director of Community Services



**Date:** April 28, 2026  
**To:** Aledo Economic Development Corporation  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Discuss current Aledo Economic Development Corporation budget.

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**Summary:**

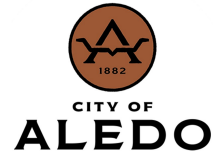
This discussion will focus on the Aledo Economic Development Corporation (AEDC) FY 2025–2026 adopted budget, along with a year-to-date (YTD) report on revenues and expenditures. Staff will provide an overview of current budget allocations, revenue performance, and expenditure trends to date, allowing the Board to assess financial status.

In addition, this discussion is intended to serve as a pre-budget discussion for the FY 2026–2027 budget, giving Board members an opportunity to begin considering priorities, program focus areas, and funding needs for the upcoming fiscal year.

**Attachments:**

1. EDC FY25-26 Budget

# EDC Fund Summary



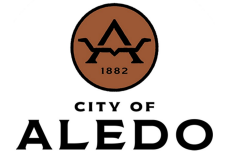
	ADOPTED BUDGET 2024-2025	Year End Projection 2024-2025	PROPOSED BUDGET 2025-2026	INCREASE/ DECREASE
<b>REVENUES</b>				
Sales Tax	\$ 615,263	\$ 771,633	\$ 702,000	86,737
Interest on Investments	12,709	\$ 78,915	50,000	37,291
Other Revenue	207,915	\$ 80,378	9,000	(198,915)
Use of Fund Balance	-	\$ -	-	-
<b>TOTAL REVENUES</b>	<b>\$ 835,887</b>	<b>\$ 930,926</b>	<b>\$ 761,000</b>	<b>\$ (74,887)</b>
<b>EXPENDITURES</b>				
Communications & Engagement	\$ 403,808	\$ 343,678	\$ 377,328	(26,480)
Non-departmental				-
<b>TOTAL EXPENDITURES</b>	<b>\$ 453,766</b>	<b>\$ 343,678</b>	<b>\$ 377,328</b>	<b>\$ (76,438)</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>\$ 382,121</b>	<b>\$ 587,248</b>	<b>\$ 383,672</b>	<b>\$ 1,551</b>

## FTE Count

0.10 City Manager

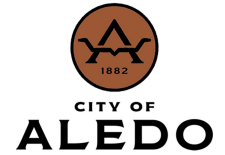
0.20 Communications and Events Manager

# EDC Revenues



ACCOUNT DESCRIPTION	ADOPTED BUDGET 2024-2025	Year End Projection 2024-2025	PROPOSED BUDGET 2025-2026	\$ INCREASE/ (DECREASE)
SALES TAX	\$ 615,263	\$ 771,633	\$ 702,000	\$ 86,737
SPECIAL EVENT REV	201,500	58,585	5,000	(196,500)
ALEDO FEST REV	500	-	1,000	500
ALEDO SUMMER BLAST REV	1,000	-	1,000	-
CHRISTMAS TYME REV	1,500	7,073	1,000	(500)
INTEREST INCOME	12,709	78,915	50,000	37,291
KIOSK REV	1,615	720	-	(1,615)
SPONSORSHIP REV	1,800	14,000	1,000	(800)
<b>TOTALS</b>	<b>\$ 835,887</b>	<b>\$ 930,926</b>	<b>\$ 761,000</b>	<b>\$ (74,887)</b>

# EDC Expenses



ACCOUNT DESCRIPTION	ADOPTED BUDGET 2024-2025	Year End Projection 2024-2025	PROPOSED BUDGET 2025-2026	\$ INCREASE/ (DECREASE)
SALARIES-FULL TIME	\$ 16,235	\$ 16,003	\$ 37,098	\$ 20,863
AUTO ALLOWANCE	-	-	780	780
FICA	1,224	1,224	415	(809)
HEALTH/DENTAL/VISION/DISABILITY	2,323	805	4,172	1,849
MISSION SQUARE 457B PLAN	104	35	234	130
TMRS BENEFITS	2,256	686	555	(1,701)
WORKERS COMP	280	-	480	200
BENEFIT ADMINISTRATION	-	-	-	-
ALEDO FEST EXPENSES	12,000	26,309	-	(12,000)
ALEDO SUMMER BLAST EXPENSES	12,000	16,636	67,000	55,000
ASSOCIATION DUES	8,716	778	8,700	(16)
AUDIT EXPENSE	1,500	-	1,500	-
BANK CHARGES	100	-	-	(100)
CHRISTMAS TYME EXPENSE	9,000	46,000	80,000	71,000
CHRISTMAS LIGHT EXPENSE	28,316	34,055	25,000	(3,316)
CREDIT CARD FEES	1,638	-	1,800	162
SALES TAX ABATEMENT	20,894	-	20,894	-
INCENTIVE AGREEMENT	50,000	41,695	50,000	-
FIREWORKS EXPENSES	22,000	10,000	-	(22,000)
GENERAL LEGAL SERVICES	22,500	-	12,000	(10,500)
MARKETING EXPENSE	8,000	10,448	5,000	(3,000)
MEETING EXPENSE	250	-	250	-
OFFICE SUPPLIES	250	-	250	-
POSTAGE	200	-	200	-
PROFESSIONAL DEVELOPMENT	1,000	-	1,000	-
PROFESSIONAL SERVICES	-	5,479	10,000	8,278
SPECIAL EVENT EXPENSE	179,222	133,525	-	(179,222)
SPONSORSHIP EXPENSES	1,800	-	-	(1,800)
ALEDO COMMONS IMPROVEMENTS	2,000	-	-	(2,000)
FAÇADE IMPROVEMENT GRANT	-	-	50,000	-
<b>TOTALS</b>	<b>\$ 403,808</b>	<b>\$ 343,678</b>	<b>\$ 377,328</b>	<b>\$ (78,202)</b>



Aledo, TX

# Budget Report Account Summary

For Fiscal: FY 2025-2026 Period Ending: 04/30/2026

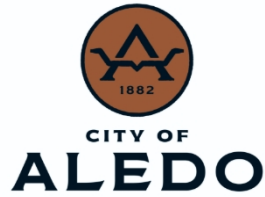
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 700 - Economic Development Corp.</b>							
<b>Revenue</b>							
<a href="#">700-3020-000-00</a>	Sales Taxes	702,000.00	702,000.00	0.00	454,098.84	-247,901.16	35.31 %
<a href="#">700-3245-000-00</a>	Aledo Summer Blast Revenue	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
<a href="#">700-3260-000-00</a>	Christmas Tyme Revenue	1,500.00	1,500.00	0.00	14,012.95	12,512.95	934.20 %
<a href="#">700-3330-000-00</a>	Interest Income	50,000.00	50,000.00	0.00	39,492.92	-10,507.08	21.01 %
<a href="#">700-3335-000-00</a>	Kiosk Revenue	0.00	0.00	730.00	1,810.00	1,810.00	0.00 %
<a href="#">700-3340-000-00</a>	Aledo Summer Blast Sponsor	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
<a href="#">700-3345-000-00</a>	Miscellaneous Revenue	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	<b>Revenue Total:</b>	<b>761,000.00</b>	<b>761,000.00</b>	<b>730.00</b>	<b>509,414.71</b>	<b>-251,585.29</b>	<b>33.06%</b>
<b>Expense</b>							
<a href="#">700-4000-175-00</a>	Salaries-Full Time	37,098.00	37,098.00	0.00	2,223.00	34,875.00	94.01 %
<a href="#">700-4010-175-00</a>	Salaries-Overtime	780.00	780.00	0.00	0.00	780.00	100.00 %
<a href="#">700-4025-175-00</a>	FICA	415.00	415.00	0.00	170.05	244.95	59.02 %
<a href="#">700-4030-175-00</a>	Health/Dental/Vision/Disabil.	4,377.00	4,377.00	0.00	0.00	4,377.00	100.00 %
<a href="#">700-4040-175-00</a>	Mission Square 457(b) Plan Retirem...	234.00	234.00	0.00	0.00	234.00	100.00 %
<a href="#">700-4050-175-00</a>	TMRS Benefits	555.00	555.00	0.00	0.00	555.00	100.00 %
<a href="#">700-4055-175-00</a>	Workers Compensation Insurance	480.00	480.00	0.00	0.00	480.00	100.00 %
<a href="#">700-4105-088-00</a>	Aledo Summer Blast Expenses	55,000.00	55,000.00	0.00	15,362.50	39,637.50	72.07 %
<a href="#">700-4110-088-00</a>	Association Dues	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00 %
<a href="#">700-4115-088-00</a>	Audit Expense	1,500.00	1,500.00	0.00	413.62	1,086.38	72.43 %
<a href="#">700-4150-088-00</a>	Christmas Tyme Expense	68,000.00	68,000.00	0.00	62,854.42	5,145.58	7.57 %
<a href="#">700-4155-088-00</a>	Christmas Lights Expense	25,000.00	25,000.00	0.00	30,358.00	-5,358.00	-21.43 %
<a href="#">700-4215-088-00</a>	Credit Card Fees	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
<a href="#">700-4226-088-00</a>	Sales Tax Abatement	20,894.00	20,894.00	11,896.82	11,896.82	8,997.18	43.06 %
<a href="#">700-4227-088-00</a>	Incentive Agreement	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
<a href="#">700-4280-088-00</a>	General Legal Services	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<a href="#">700-4380-088-00</a>	Marketing Expense	5,000.00	5,000.00	0.00	2,317.96	2,682.04	53.64 %
<a href="#">700-4385-088-00</a>	Meeting Expenses	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">700-4420-088-00</a>	Office Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">700-4430-088-00</a>	Postage	200.00	200.00	0.00	0.00	200.00	100.00 %
<a href="#">700-4440-088-00</a>	Professional Development	5,000.00	5,000.00	1,950.66	1,950.66	3,049.34	60.99 %
<a href="#">700-4445-088-00</a>	Professional Services	10,000.00	10,000.00	0.00	7,481.50	2,518.50	25.19 %
<a href="#">700-4615-088-00</a>	Capital Improvements	50,000.00	50,000.00	0.00	9,614.50	40,385.50	80.77 %
	<b>Expense Total:</b>	<b>377,533.00</b>	<b>377,533.00</b>	<b>13,847.48</b>	<b>144,643.03</b>	<b>232,889.97</b>	<b>61.69%</b>
	<b>Fund: 700 - Economic Development Corp. Surplus (Deficit):</b>	<b>383,467.00</b>	<b>383,467.00</b>	<b>-13,117.48</b>	<b>364,771.68</b>	<b>-18,695.32</b>	<b>4.88%</b>
	<b>Report Surplus (Deficit):</b>	<b>383,467.00</b>	<b>383,467.00</b>	<b>-13,117.48</b>	<b>364,771.68</b>	<b>-18,695.32</b>	<b>4.88%</b>

**Group Summary**

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
<b>Fund: 700 - Economic Development Corp.</b>						
Revenue	761,000.00	761,000.00	730.00	509,414.71	-251,585.29	33.06%
Expense	377,533.00	377,533.00	13,847.48	144,643.03	232,889.97	61.69%
<b>Fund: 700 - Economic Development Corp. Surplus (Deficit):</b>	<b>383,467.00</b>	<b>383,467.00</b>	<b>-13,117.48</b>	<b>364,771.68</b>	<b>-18,695.32</b>	<b>4.88%</b>
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**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
700 - Economic Development Corp	383,467.00	383,467.00	-13,117.48	364,771.68	-18,695.32
<b>Report Surplus (Deficit):</b>	<b>383,467.00</b>	<b>383,467.00</b>	<b>-13,117.48</b>	<b>364,771.68</b>	<b>-18,695.32</b>



**Date:** April 28, 2026  
**To:** Aledo Economic Development Corporation  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Approval of March 24, 2026, Regular Meeting Minutes.

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**Summary:**

The minutes from the March 24, 2026 Regular Aledo Economic Development Corporation Meeting are presented to the Board for review. Members have the opportunity to examine the recorded actions and discussions from that meeting. The minutes are submitted to the Board for approval.

**Attachments:**

1. 2026.03.24 Minutes



## ALEDO ECONOMIC DEVELOPMENT CORPORATION MEETING

Thursday, March 24, 2026 at 5:30 p.m.

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### MINUTES

The Aledo Economic Development Corporation convened on Tuesday, March 24, 2026 at 5:30 p.m., at the Aledo Municipal Complex, Aledo, Texas, for the purpose of a Regular Meeting, with the meeting being open to the public and notice of said meeting having been posted as prescribed by Chapter 551, Texas Government Code, with the following members being present:

**BOARD PRESENT**            Shane Davis, Mayor  
                                 Matthew Pruitt  
                                 Ryan Merrill  
                                 Amanda Wimpee  
                                 Wes Cooper

**STAFF PRESENT**            Candice Edmondson, City Manager  
                                 Alicia Kreh, City Attorney  
                                 Erika Cooper-Bateman, Director of Community Services  
                                 Laura Weber, Communications & Events Manager

**1. CALL TO ORDER**

Mayor Shane Davis, President, called the meeting to order at 5:36 p.m.

**2. WORK SESSION**

**a. Economic development workshop presented by Carlton Schwab, Texas Economic Development Council President/CEO.**

Carlton Schwab, President and CEO of the Texas Economic Development Council (TEDC), led a workshop providing an overview of economic development principles and the role of EDCs in supporting community prosperity. The discussion highlighted how EDC funds can be strategically used to attract businesses, support existing employers, and promote long-term economic growth.

**b. Discuss current Aledo Economic Development Corporation incentive programs.**

Staff presented an overview of the EDC's current incentive programs, including the Façade Improvement Grant Program, the Sign Matching Grant Program, and the Infrastructure Rebate Program. The discussion included a review of each program's structure, eligibility requirements, funding criteria, and the overall application-to-reimbursement process.

Staff discussed opportunities to improve efficiency by simplifying and consolidating program steps. This included consideration of merging the Façade Improvement Grant Program and the Sign Matching Grant Program into a single, unified application.

**c. Discuss opportunities for economic development incentive programs.**

Staff presented an overview of opportunities to expand the EDC's existing economic development incentive programs and shared examples from the Cities of Saginaw, Southlake, Wolfforth, and Harlingen. These examples included incentive types such as lighting and parking improvements, pedestrian amenities, demolition assistance, and public art enhancements. Staff also reviewed stand-alone programs used by other communities to support business marketing efforts and expand public art initiatives. Board members discussed how similar programs could be implemented in Aledo to modernize and broaden the EDC's current incentive offerings.

Staff will bring forward a draft of the revised economic development incentive program for consideration by the Board.

**3. ITEMS FOR DISCUSSION AND/OR CONSIDERATION**

**a. Approval of March 24, 2026, Regular Meeting Minutes.**

MOTION by Wes Cooper, second by Ryan Merrill, to approve the minutes as presented. MOTION CARRIED by unanimous vote.

**b. Discuss and consider approval of the Your Personal Chef Incentive Agreement.**

Candice Edmondson, City Manager, presented the item. Explained that she reached out to the business owner and confirmed that these expansions will increase their assessed value by 50% so they are requesting a rebate of up to 50% of new sales tax.

MOTION by Wes Cooper, second by Nicole Reilley, to approve moving forward with the tax abatement requested by Your Personal Chef. MOTION CARRIED by unanimous vote.

**4. STAFF UPDATES**

**a. Comprehensive Plan Update**

Erika Cooper-Bateman, Director of Community Services, provided an update on the comprehensive plan. Recapped the first Comprehensive Plan Steering Committee kickoff meeting on February 17. The consultant provided an overview of the planning process and led the committee through a visioning exercise and SWOT analysis. The meeting focused on orienting members to their roles and responsibilities. Key themes discussed included maintaining community character, managing growth, downtown revitalization and connectivity, and targeted economic development. Staff noted that the Steering Committee will meet nine times throughout the process and that additional community engagement opportunities will be available both in person and online through the Comprehensive Plan website. No action was taken.

**b. First Street Initiative**

Laura Weber, Communications & Events Manager, provided an update that the City of Aledo was selected as a 2026 cohort city for the Texas Historical Commission's First Street Initiative, joining 23 other communities across the state. She provided an

overview of the program, a recap of the first meeting, and outlined expectations for participation. Staff noted that the First Street Initiative meetings will occur on a quarterly basis over the next year and discussed anticipated benefits of the program for the City.

**5. EXECUTIVE SESSION**

*In compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Aledo Economic Development Corporation may convene in executive session to deliberate regarding the following matters:*

- a. **Section 551.087 – Deliberation Regarding Economic Development Negotiations.** The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including the following items:

**Chapter 380 Agreements**

- **Jakes Burgers**
- **Press Café**
- **Dayne’s Craft Barbecue**

Mayor Shane Davis recessed the regular session and called the meeting to executive session at 7:48 p.m.

**6. ADJOURN EXECUTIVE SESSION AND RECONVENE INTO OPEN SESSION**

Mayor Shane Davis called the meeting back to regular session at 8:03 p.m.

No action taken.

**7. AEDC MEMBER COMMENTS / STAFF COMMENTS**

**8. ADJOURN**

The meeting was adjourned at 8:04 p.m.

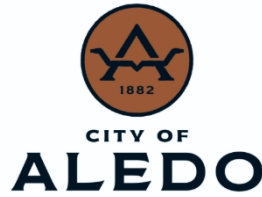
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Shane Davis, Mayor

ATTEST:

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Staci L. King, City Secretary



**Date:** April 28, 2026  
**To:** Aledo Economic Development Corporation  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Consider approval of the Your Personal Chef Incentive Agreement.

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**Summary:**

In December, City staff received an Infrastructure Rebate Program application from Your Personal Chef, requesting a rebate equal to 50% of new sales tax generated over a five-year period. Your Personal Chef is currently expanding its building footprint to increase its sales area and add two new restrooms and additional office space. These improvements are intended to support expanded daily food offerings, increase operational capacity, and generate additional sales activity within the City. The AEDC Board reviewed the request at its January meeting and requested additional information related to the proposed project and anticipated fiscal impacts.

Staff conducted further analysis, including an evaluation of the projected financial impacts and the project's consistency with the City's economic development goals and program criteria. This analysis was presented to the AEDC Board at the March 24, 2026 meeting, where the Board approved moving forward with a Economic Development Incentive Agreement.

City Council also discussed the rebate request during executive session at its April 2, 2026 meeting and approved participation in the Incentive Agreement using general fund sales tax collections.

The proposed Economic Development Incentive Agreement is attached to this memo for the Board's review and consideration. The applicant was asked to clarify a couple of items in the agreement regarding completion of improvements and final square footage of the building. Those points will be updated in the agreement when received from the applicant.

**Recommendation:**

Staff recommends approval of a Economic Development Incentive Agreement with Your Personal Chef, providing a performance-based rebate equal to 50% of new sales tax generated over a five-year period.

**Fiscal Impact:**

**Attachments:**

1. Your Personal Chef Agreement



local economic development and to stimulate business and commercial activity within City's corporate limits; and

**WHEREAS**, AEDC has adopted programs for promoting economic development; and

**WHEREAS**, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes AEDC to provide funds for projects, including expenditures for renovation and expansion suitable for new or expanded business enterprises; and

**WHEREAS**, AEDC has determined, under Section 505.158 of the Texas Local Government Code, that the grants to be made herein are expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitute a "project," as that term is defined in that Section and the Act; and

**WHEREAS**, City has determined that making an economic development grant to Company in accordance with this Agreement is in accordance with the City of Aledo economic development program and will: (i) further the City's objectives; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity within City corporate limits.

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **Article I: Term**

This Agreement shall be effective on the last date of execution hereof ("**Effective Date**") and shall continue until the Expiration Date, unless sooner terminated as provided herein.

#### **Article II: Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

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

**"Capital Investment"** shall mean the Company's capitalized cost for the construction of the Infrastructure and/or Company's capitalized cost to construct, equip, and furnish the

Improvements.

**"Commencement Date"** shall mean the effective date of this Agreement.

**"Consummated"** shall have the same meaning assigned by Texas Tax Code, Section 321.203, or its successor.

**"Expiration Date"** shall mean the fifth (5<sup>th</sup>) anniversary of the Commencement Date.

**"Force Majeure"** shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy; war; riot; terrorism; civil commotion; insurrection; government or de facto governmental action, restrictions, or interferences (unless caused by the intentional acts or omissions of the Party); strikes, slowdowns, or work stoppages; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Improvements are located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders; construction delays or unavailability of supplies, materials, or labor; necessary condemnation proceedings; or any other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case 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 performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

**"Impositions"** shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the City of Aledo corporate limits.

**"Improvements"** shall mean the expansions and renovations to a building containing approximately \_\_\_\_\_ square feet of restaurant space as depicted on **Exhibit "C"** and other ancillary facilities such as reasonably required parking and landscaping to be constructed on the Land, to be more fully described in the submittals filed by Company with the City of Aledo from time to time in order to obtain a building permit(s).

**"Infrastructure"** shall have the meaning assigned by Section 501.103, Texas Local Government Code, as amended.

**"Land"** shall mean the real property depicted in Exhibit "A" and described in Exhibit "B."

**"Company"** shall mean Your Personal Chef, a limited liability company.

**"Company Affiliate"** shall mean an entity related to Company by direct or indirect common or overlapping majority ownership or control.

**"Company Books and Records"** shall have the meaning set forth in Section 3.2 hereof.

**"Maximum AEDC Sales and Use Tax Grant Amount"** shall mean the cumulative payment of the AEDC Sales and Use Tax Grant.

**"Maximum Sales and Use Tax Grant Amount"** shall mean the cumulative payment of the City Sales and Use Tax Grant, and AEDC Sales and Use Tax Grants.

**"Payment Request"** shall mean a written request from Company to City for payment of a Sales and Use Tax Grant accompanied by the Sales and Use Tax Certificate for the applicable Reporting Period and invoices, receipts, bills, and other records to evidence the costs incurred and paid by Company for the necessary Infrastructure for the Improvements.

**"Related Agreements"** shall mean any agreement (other than this Agreement) by and between Grantors and Company and/or any Company Affiliate.

**"Reporting Period"** shall mean each consecutive twelve (12) month period during the term of this Agreement provided, however, the first Reporting Period shall begin with the calendar month immediately following the Commencement Date.

**"Required Use"** shall mean Company's continuous occupancy of the Improvements and the continuous operation of Your Personal Chef, during the term of this Agreement.

**"AEDC Sales and Use Tax"** shall mean the one-half of one percent (0.5%) Sales and Use Tax imposed pursuant to the Development Corporation Act, Chapter 501, Texas Local Government Code, on behalf of AEDC, on the sale of Taxable Items by Company Consummated at the Improvements during the applicable Reporting Period.

**"Sales and Use Tax"** shall mean the following:

- (a) With respect to the City, the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%), on sale of Taxable Items by Company Consummated at the Improvements during the applicable Reporting Period. City Sales and Use Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or Type B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code. If the City, at its discretion, ever elects to, or the voters choose to, reallocate the City Sales and Use Tax and to levy less

than a one percent (1%) sales tax, then "Sales and Use Taxes" shall mean the amount of sales taxes actually received by the City arising from the actual City Sales and Use Tax levied on gross taxable sales. Should the voters or the City set the City Sales and Use Tax rate at more than one percent (1%), the "Sales and Use Tax," as referenced herein, will not exceed one percent (1%);

- (b) With respect to the AEDC, the tax authorized and levied pursuant to Chapter 505 of the Texas Local Government Code and payable into the general fund, currently established at one-half percent (0.5%), on sale of Taxable Items by Company Consummated at the Improvements during the applicable Reporting Period. If the AEDC, at its discretion, ever elects to, or the voters choose to, reallocate the AEDC Sales and Use Tax and to levy less than a one-half percent (0.5%) sales tax, then "Sales and Use Taxes" shall mean the amount of sales taxes actually received by the AEDC arising from the actual Sales and Use Tax levied on gross taxable sales. Should the voters set the AEDC sales and use tax rate at more than one-half percent (0.5%), the "Sales and Use Tax," as referenced herein, will not exceed one-half percent (0.5%).

**"Sales and Use Tax Grant"** shall mean the City Sales and Use Tax Grant and the AEDC Sales and Use Tax Grants as follows:

- (a) **"City Sales and Use Tax Grant"** shall mean an economic development grant to offset the costs of Infrastructure necessary for the Improvements incurred and paid by Company in the amount of fifty percent (50%) of all new Sales Tax Receipts received by City for the applicable Reporting Period generated by the Improvements, not to exceed the Maximum Sales Tax Grant Amount to be paid to Company as set forth herein, which shall be calculated by multiplying the new Sales Tax Receipts and the Use Tax Receipts received by the City for the given Reporting Period times 50%, less the administrative fee charged to City by the State of Texas for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503 or other applicable law, and any discount pursuant to Texas Tax Code, Section 151.423.

The following formula for the Sales and Use Tax Grant is provided for demonstrative purposes:

.25 (new Sales Tax Receipts x Use Tax Receipts) – Administrative Fee – Discounts.

- (b) **"AEDC Sales and Use Tax Grant"** shall mean an economic development grant to offset the costs of Infrastructure necessary for the Improvements incurred and paid by Company in the amount of fifty percent (50%) of all new Sales Tax Receipts received by AEDC for the applicable Reporting Period generated by the Improvements, not to exceed the Maximum Sales Tax Grant Amount to be paid to Company as set forth herein, which shall be calculated by multiplying the new Sales Tax Receipts and the Use Tax Receipts received by AEDC for the given Reporting Period times 50%, less the administrative fee charged to AEDC by the State of Texas for collection of the Sales and Use Taxes pursuant to Texas

Tax Code, Section 321.503 or other applicable law, and any discount pursuant to Texas Tax Code, Section 151.423.

The following formula for the Sales and Use Tax Grant is provided for demonstrative purposes:

.5 (new Sales Tax Receipts x Use Tax Receipts) – Administrative Fee – Discounts.

**"Sales and Use Tax Certificate"** shall mean a report provided by the State of Texas to City in accordance with Texas Tax Code, Section 321.3022 (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax (including any refunds, credits, or adjustments) paid to the State of Texas for the sale of Taxable Items by Company Consummated at the Improvements, or if requested by City, a certificate or other statement, containing such information in a form provided by Company reasonably acceptable to City, setting forth the total sale of Taxable Items by Company Consummated at the Improvements and Company's collection of Sales and Use Tax (including any refunds, credits or adjustments) paid to the State of Texas, for the sale of Taxable Items by Company Consummated at the Improvements, during the applicable Reporting Period, and such other information as City may reasonably request.

**"Sales and Use Tax Receipts"** shall mean: (i) with respect to City, City's receipts of Sales and Use Tax from the State of Texas (it being expressly understood that City's one percent (1%) Sales and Use Tax Receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) attributable to the sale of Taxable Items by Company Consummated at the Improvements; and (ii) with respect to AEDC, AEDC's receipts of Sales and Use Tax from the State of Texas from Company collection of Sales and Use Tax (it being expressly understood that AEDC's one half of one percent (0.5%) Sales and Use Tax Receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) attributable to the sale of Taxable Items by Company Consummated at the Improvements.

**"State of Texas"** shall mean the Office of the Texas Comptroller of Public Accounts (**"Comptroller"**), or its successor.

**"Taxable Items"** shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

## Article III: Economic Development Grants

### 3.1 Sales and Use Tax Grants.

(a) Sales and Use Tax Grant Payment. Subject to the continued satisfaction of all terms and conditions of this Agreement by Company, and the obligation of Company to repay the Sales and Use Tax Grants pursuant to **Article V** hereof, Grantors agrees to provide Company with the Sales and Use Tax Grants not to exceed the Maximum Sales and Use Tax Grant Amount, until the Expiration Date. The Sales and Use Tax Grants shall be paid annually not later than ninety (90) days after receipt of the applicable Payment Request following the end of the applicable Reporting Period beginning with the First Reporting Period. Company may submit the Payment Request for a Sales and Use Tax Grant not later than thirty (30) days following the end of the applicable Reporting Period, beginning with the first Reporting Period but not later than ninety (90) days thereafter. Failure to timely submit a Payment Request for a given Sales and Use Tax Grant Reporting Period shall operate as a forfeiture of the Sales and Use Tax Grant for such Reporting Period.

(b) Adjustment Notification. Company shall promptly notify City in writing of any adjustments found, determined, or made by Company, the State of Texas, or by an audit that results, or will result, in either a refund or reallocation of Sales and Use Tax Receipts, the payment of Sales and Use Tax, or involving amounts reported by Company as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales and Use Tax Receipts. Company shall notify City in writing not later than thirty (30) days after receipt of notice of the intent of the State of Texas to audit Company. Such notification shall also include the period of such audit or investigation.

(c) Adjustments. In the event Company files an amended Sales and Use Tax Return or Report with the State of Texas, or if additional Sales and Use Tax is due and owing by Company to the State of Texas, as determined, or approved by the State of Texas affecting Sales and Use Tax Receipts for a previous Reporting Period, then the Sales and Use Tax Grant payment for the Reporting Period immediately following such State of Texas approved amendment shall be adjusted accordingly (i.e., up or down, depending on the facts) provided City has received Sales and Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of any such amended Sales and Use Tax Return or Report, and the approval thereof by the State of Texas. Copies of any amended Sales and Use Tax Return or Report or notification from the State of Texas that additional Sales and Use Tax is due and owing by Company to the State of Texas, as determined by the State of Texas, affecting Sales and Use Tax Receipts for a previous Reporting Period shall be provided to City with the Payment Request for the next Reporting Period.

(d) Refunds and Underpayments of Sales and Use Tax Grants. In the event the State of Texas determines that Grantors erroneously received Sales and Use Tax Receipts, or that the amount of Sales and Use Tax paid to Company exceeds (or is less than) the correct

amount of Sales and Use Tax for a previous Reporting Period, for which Company has received a Sales and Use Tax Grant, Company shall, not later than sixty (60) days after receipt of notification thereof from Grantors specifying the amount by which such Sales and Use Tax Grant exceeded the amount to which Company was entitled pursuant to such State of Texas determination, adjust (up or down, depending on the facts) the amount claimed due for the Sales and Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination in an amount equivalent to the overpayment received by Company. If Company does not adjust the amount claimed due for the Sales and Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination, City (and on behalf of AEDC) may, at its option, adjust the Sales and Use Tax Grant payment for the Reporting Period immediately following such State of Texas determination in an amount equivalent to the overpayment received by Company. If the adjustment results in funds to be paid back to City, Company shall repay such amount to Grantors not later than sixty (60) days after receipt of such State of Texas determination. The provisions of this section shall survive termination of this Agreement.

(e) Sales and Use Tax Grant Payment Termination or Suspension. The payment of the Sales and Use Tax Grants shall terminate on the effective date of determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Improvements are not a place of business resulting in Sales and Use Taxes being due Grantors for the sale of Taxable Items by Company at the Improvements. In the event the State of Texas seeks to invalidate the Improvements as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge"), the payment of Sales and Use Tax Grants by Grantors hereunder shall be suspended until such Comptroller Challenge is resolved in whole favorably to Grantors. In such event, Company shall not be required to return or refund Sales and Use Tax Grants previously received from Grantors provided Company is actively defending against and/or contesting the Comptroller Challenge and Company promptly informs Grantors in writing of such actions and with copies of all documents and information related thereto. If (i) the Comptroller Challenge is not resolved favorably to Grantors and/or the State of Texas determines (a) that Company does not have a place of business at the Improvements or (b) that the Improvements are not a place of business where the Sales and Use Tax was properly remitted to the State of Texas, and (ii) Sales Tax Receipts previously paid or remitted to Grantors relating to the Improvements are reversed, reallocated and required to be repaid to the State of Texas, then the obligation to pay the Sales and Use Tax Grant shall terminate and Company shall refund all Sales and Use Tax Grants received by Company from Grantors that relate to the Comptroller Challenge. Such refund shall be paid to Grantors not later than thirty (30) days after the date that the Comptroller Challenge required Grantors to repay the Sales Tax Receipts or is otherwise deducted from future Sales Taxes due to Grantors.

(f) Revenue Sharing Agreement. City and Company designate this Agreement as a "revenue sharing agreement," thereby entitling City to request annual Sales and Use Tax information from the Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended, or other applicable law. City shall request in writing that the Comptroller issue Sales and Use Tax reports pursuant to Section 321.3022 for total sales of Taxable Items

Consummated at the Improvements by Company and the payment of Sales and Use Tax (the "**Sales Tax Reports**") for each of the qualified periods of the Sales and Use Tax Grants. To the extent that the release of any such reports or information regarding the Sales and Use Tax collected by Company for the sale of Taxable Items Consummated at the Improvements shall require the consent of Company, Company shall provide such consent to City. Company shall provide the sales tax identification numbers for Company so that payments can be verified by City.

(g) **Indemnification**. COMPANY AGREES TO DEFEND, INDEMNIFY, AND HOLD GRANTORS, THEIR OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT GRANTORS HAVE BEEN PAID ERRONEOUSLY, OVERPAID, OR INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED TO THE SALE OF TAXABLE ITEMS BY COMPANY CONSUMMATED AT THE IMPROVEMENTS FOR ANY REPORTING PERIOD DURING THE TERM OF THIS AGREEMENT (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SALES AND USE TAX GRANTS PAID TO COMPANY HEREIN BY GRANTORS THAT INCLUDES SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED, OR ALLOCATED TO GRANTORS. THE INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF GRANTORS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM COMPANY TO GRANTORS TO PERFORM OBLIGATIONS.

3.2 **Audit**. Company shall grant access to Grantors, or such other persons or entities designated by either the City or AEDC, at Company's offices during Company's normal business hours, for the purpose of inspecting such paper and electronic records, books, documents, tangible accounting procedures, tangible practices, or any other items related to Company's performance of this Agreement ("**Books and Records**"), provided that the City or AEDC provide not less than two (2) business days' prior notice. Grantors or their representatives shall not unreasonably disrupt Company's operations during the performance of such inspection and audit. The foregoing, notwithstanding all records, books, documents, accounting procedures, practices, or any other items relevant to the performance of this Agreement, shall be subject to examination or audit by Grantors, or such other persons or entities designated by Grantors, in accordance with state and federal laws, regulations, or directives applicable to Company's performance of this Agreement. Grantors agree, to the extent allowed by law, to maintain the confidentiality of the Books and Records.

3.3 **Current Revenue**. The Sales and Use Tax Grants shall be paid solely from annual

appropriations from AEDC's general funds and the City's general funds or from such other City funds as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution.

3.4 Grant Limitations. Under no circumstance shall Grantors' obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Provided, however, Grantors agree during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Sales and Use Tax Grants for the then ensuing fiscal year. Grantors shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Company. None of Grantors' obligations under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

#### **Article IV: Conditions to Grants**

Grantors' obligation to pay the Sales and Use Tax Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV provided that failure to meet a condition shall not prevent the payment of the applicable Sales and Use Tax Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of each Sales and Use Tax Grant, timely provide City (acting for itself and AEDC) with the applicable Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.3 Required Use. During the term of this Agreement, beginning on the Commencement Date and continuing until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) continuous days, except in connection with, and to the extent of, an event of Force Majeure or casualty.

4.4 Construction Schedule. Commencement of Construction of the Improvements has commenced and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before July 1, 2026.

4.5 Continuous Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously own and occupy the Improvements.

4.6 Sales and Use Tax Certificate. As a condition to the payment of each Sales and Use Tax Grant hereunder, Grantors shall have timely received a Sales and Use Tax Certificate for the applicable Reporting Period for which payment of a Sales and Use Tax Grant is requested. Grantors shall have no duty to calculate the Sales Tax Receipts or determine the entitlement of Company to any Sales and Use Tax Grant or pay any Sales and Use Tax Grant during the term of

this Agreement until such time as Company has provided City a Sales and Use Tax Certificate for the applicable Reporting Period. City may, but is not required to, provide Company with a form for the Sales and Use Tax Certificate required herein. Company shall provide such additional documentation as may be reasonably requested by Grantors to evidence, support, and establish the Sales and Use Tax paid and collected for the sale of Taxable Items by Company Consummated at the Improvements and received by Grantors from the State of Texas. Grantors agree, to the extent allowed by law, to maintain the confidentiality of the Sales and Use Tax Certificate.

4.7 Capital Investment. The Capital Investment shall be at approximately \$435,773.00 as of the Commencement Date.

4.8 Schedule of Jobs. Company anticipates that following the Commencement Date, existing employment positions shall be retained at the Improvements.

#### **Article V: Termination**

5.1 Termination. This Agreement shall terminate upon the Expiration Date unless terminated earlier as follows:

- (a) By written agreement of the Parties;
- (b) On the date of termination set forth in a written notice provided by a Party to the other Parties in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement, and such breach is not cured on or before the thirtieth (30<sup>th</sup>) day after the non-breaching Party sends written notice to the breaching Party of such breach;
- (c) On the date of termination set forth in a written notice by City (and on behalf of AEDC) to Company if Company suffers an event of Bankruptcy or Insolvency;
- (d) On the date of termination set forth in a written notice by City (and on behalf of AEDC) to Company if any Impositions owed to City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
- (f) On the date of payment of the Maximum Sales and Use Tax Grant Amount.

5.2 Repayment. In the event this Agreement is terminated by City pursuant to Section 5.1 (b), (c), (d), or (e), Company shall immediately refund to City (and on behalf of AEDC) an amount equal to the Sales Tax Grants paid by Grantors to Company preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime

or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate from the date on which each Sales Tax Grant is paid by Grantors until each such Sales Tax Grant is refunded by Company. The repayment obligation of Company set forth in this Section shall survive termination.

5.3 Right of Offset. City (on behalf of City and AEDC) may, at its option, offset any amounts due and payable under this Agreement or a Related Agreement against any debt (including taxes) lawfully due to City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether the debt due City has been reduced to judgment by a court.

## Article VI: Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned without the express written consent of the City Manager and the AEDC Executive Director.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and City and AEDC assume no responsibilities or liabilities to third parties in connection with these actions. **COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND AEDC FROM ALL SUCH CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES, AND EXPENSES OF ANY NATURE WHATSOEVER BY A THIRD PARTY ARISING OUT OF COMPANY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for City or AEDC, to:

With a copy to:

Attn: Candice Edmondson  
City Manager  
City of Aledo, Texas  
200 Old Annetta Road,  
Aledo, Texas 76008

Alicia Kreh  
City Attorney  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place, Ste 200  
Fort Worth, Texas 76107

If intended for Company, to:

Your Personal Chef  
Attn: Chris & Janet Coble  
213 E. Oak Street  
Aledo, Texas 76008

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action concerning this Agreement shall be in the State District Court of Parker County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

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

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

6.13 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Sales and Use Tax Grants and any other funds received by Company from City and/or AEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company, or by a person with whom Company contracts.

6.14 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly contingent upon: (i) the authority of AEDC to undertake the obligations therein as an authorized project under the Act sixty (60) days after public hearing and notice thereof; and (iii) approval of this Agreement and the project set forth herein by the AEDC and City Council.

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

6.16 Iran, Sudan, and Foreign Terrorist Organizations. Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:  
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a

foreign terrorist organization. For purposes of this paragraph, Company understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Company and exists to make a profit.

6.17 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Company hereby verifies that Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

6.18 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, Company hereby verifies that Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF ALEDO

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
AEDC PRESIDENT

APPROVED AS TO FORM:

BY: \_\_\_\_\_

SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

YOUR PERSONAL CHEF.

BY: \_\_\_\_\_

DRAFT

**EXHIBIT A  
DEPICTION OF THE LAND**



DRAFT

**EXHIBIT B**  
**DESCRIPTION OF THE LAND**

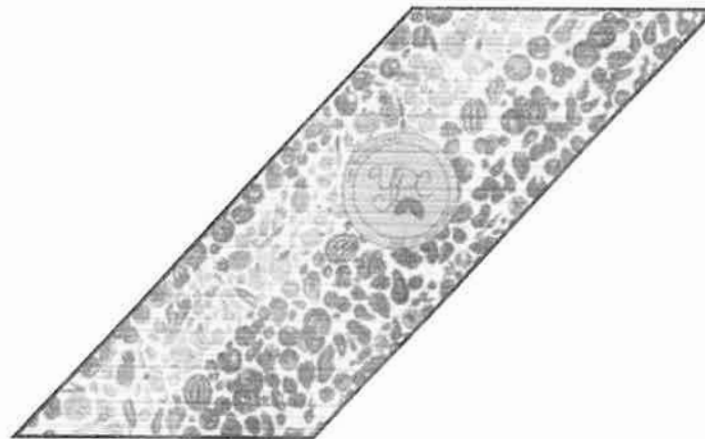
LOT 1, BLOCK 2-R, ORIGINAL TOWN OF ALEDO, AN ADDITION TO THE CITY OF ALEDO, PARKER COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN PLAT CABINET C, SLIDE 209, PLAT RECORDS, PARKER COUNTY, TEXAS.

The property is located in Parker County at 213 EAST OAK STREET, ALEDO, Texas 76008.

DRAFT

**EXHIBIT C  
CONCEPT PLAN/IMPROVEMENTS PLAN**

# RENOVATION AND ADDITIONS TO: YOUR PERSONAL CHEF ALEDO TEXAS



**2 E13 TAS ARCHITECT  
EAL, DB X78008**

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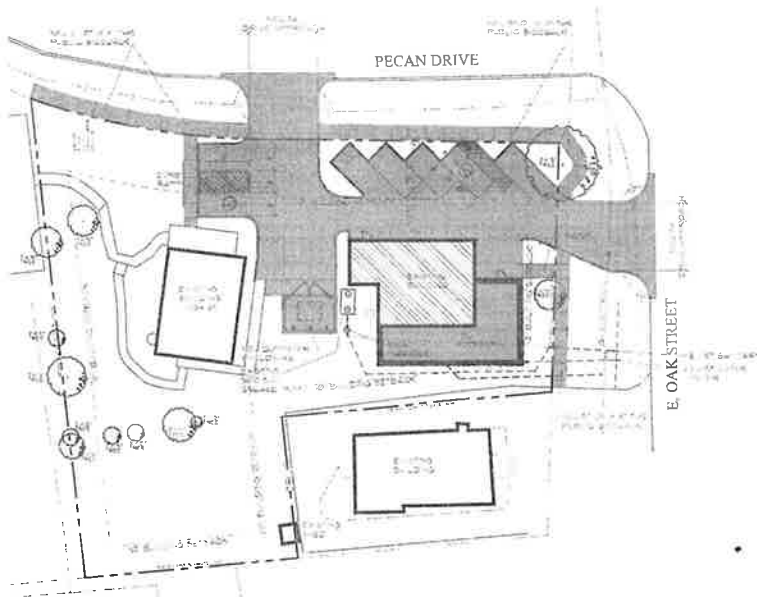


**STUCKEY ARCHITECTS**  
ARCHITECTS, PLANNERS & INTERIORS  
708 W. WASHINGTON STREET, SUITE 110  
WATKINSVILLE, TEXAS 76798  
TEL: PHONE (817) 341-0754

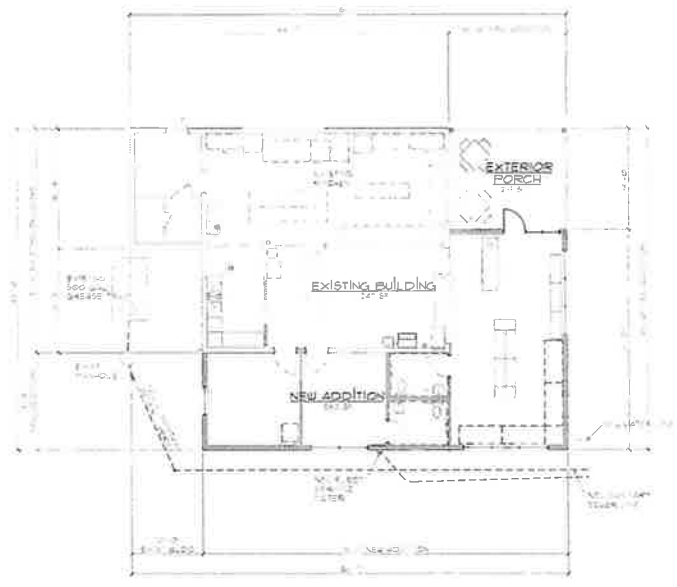
EMAIL: [info@stuckeyarchitect.com](mailto:info@stuckeyarchitect.com)

SHEET NO. 20  
SHEET OF 33 SHEETS

RENOVATION AND ADDITION TO YOUR PERSONAL CHEF, ALEDO, TEXAS



1 SITE PLAN - CODE ANALYSIS



2 FLOOR PLAN - CODE ANALYSIS

BUILDING 1: YOUR PERSONAL CHEF			
<b>BUILDING CODES</b>			
2015 IBC INTERNATIONAL BUILDING CODE			
2015 IECC INTERNATIONAL ENERGY CONSERVATION CODE			
2015 IFBC INTERNATIONAL PLUMBING CODE			
2015 IMC INTERNATIONAL MECHANICAL CODE			
2014 NEC NATIONAL ELECTRICAL CODE			
2015 IFI INTERNATIONAL FIRE CODE			
TEXAS ACCESSIBILITY STANDARDS (ADA)			
<b>NO FIRE SPRINKLER SYSTEM PROVIDED</b>			
<b>Building Areas</b>			
EXISTING BUILDING		1,247 SF	
NEW ADDITION		993 SF	
<b>TOTAL BUILDING</b>		<b>2,239 SF</b>	
2ND EXISTING BUILDING 1,054 SF			
<b>OCCUPANCY</b>			
YOUR PERSONAL CHEF	RETAIL	B	41.20 OCCUPANTS / 100 SF / OCCUPANT
<b>TOTAL OCCUPANCY</b>		<b>41.20 SF</b>	<b>42.60 OCCUPANTS</b>
<b>BUILDING TYPE</b>			
TYPE V-B	<b>ALLOWABLE AREA</b>		
TABLE 503	BLD OCCUPANCY	41.20 SF BLD AREA	ALLOWABLE AREA 9,000 SF ALLOWABLE OK

TABLE 601 TYPE V-B CONSTRUCTION TYPE	
STRUCTURAL FRAME	0 HR
BEARING WALLS - EXTERIOR	0 HR
INTERIOR	0 HR
FLOOR CONSTRUCTION	0 HR
ROOF CONSTRUCTION	0 HR

PARKING REQUIREMENT		
YOUR PERSONAL CHEF BUILDING	2,239 SF	1 PER 400 5.6
2ND EXISTING BUILDING	1,054 SF	1 PER 400 2.7
<b>TOTAL</b>		<b>8.3</b>
REQUIRED PARKING		8 SPACES
PARKING PROVIDED		10 SPACES



*Art Stuckey*  
 JUN 8 2023  
 15 E 45th OAK STREET  
 ALLEDO TEXAS 76010

YOUR PERSONAL CHEF



15 E 45th OAK STREET  
 ALLEDO TEXAS 76010

CODE ANALYSIS

REVISIONS

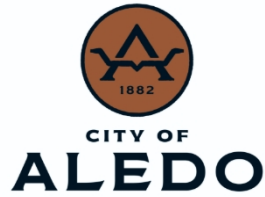
PREP BY: ART STUCKEY, M.S.  
 DATE: JUN 8 2023  
 SHEET 34

# G1.1

SCALE: 1/8" = 1'-0"



Your Personal Chef is expanding and adding additional 900-1000 sf. We are adding space to expand our sells area, add two new bathrooms and office space to our building. This will allow us to expand our daily food items available for sell. We will also be extending our hours daily and add weekend hours as well. We look forward to bringing these new changes to the Aledo community.



**Date:** April 28, 2026  
**To:** Aledo Economic Development Corporation  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Comprehensive Plan Update

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**Summary:**

Staff will provide an update on the Comprehensive Plan. The discussion will also include a recap of the first Public Meeting and a review of key upcoming community engagement dates.

**Attachments:**

None



**Date:** April 28, 2026  
**To:** Aledo Economic Development Corporation  
**From:** Erika Cooper-Bateman, Director of Community Services  
**Subject:** Downtown Business Meeting

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**Summary:**

Staff will provide an update on the second Downtown Business Meeting being held May 12, 2026 from 8:00am-9:30am at the Aledo Municipal Complex.

**Attachments:**

None