

**RESOLUTION NO. 06-17-2025E**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS APPROVING THE ACTIONS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, WHICH VOTED TO APPROVE A BUSINESS INCENTIVE AGREEMENT WITH JC MILLWORK, INC. AND RELATED BUDGET AMENDMENT.**

**WHEREAS**, the Board of Directors of the Gainesville Economic Development Corporation (GEDC), meeting in accordance with section 4B(n) of the Development Corporation Act of 1979, met on June 11, 2025; and

**WHEREAS**, the Board of Directors of the Gainesville Economic Development Corporation voted to approve a business incentive agreement with JC Millwork, Inc, and to amend its current fiscal year budget to allocate funds in support of the incentive agreement.

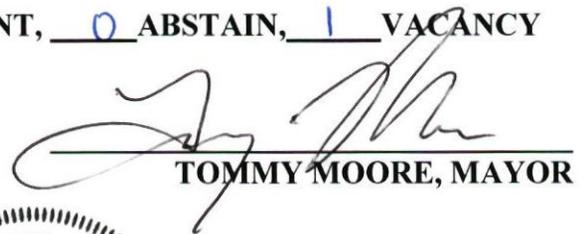
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON JUNE 17, 2025 THAT:**

***Section 1.***

That the City Council of the City of Gainesville hereby approves the actions of the GEDC, which voted to approve a business incentive agreement with JC Millwork, Inc, and to amend its current fiscal year budget to allocate funds in support of the incentive agreement.

**PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF JUNE, 2025 BY THE FOLLOWING VOTES:**

  0   AYES,   0   NAYS,   0   ABSENT,   0   ABSTAIN,   1   VACANCY

  
\_\_\_\_\_  
TOMMY MOORE, MAYOR

**ATTEST:**  
  
\_\_\_\_\_  
DIANA ALCALA, CITY SECRETARY



**RESOLUTION NO. GEDC 06-11-2025 E**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION, APPROVING THE BUSINESS INCENTIVE AGREEMENT WITH JC MILLWORK, INC. AND RELATED BUDGET AMENDMENT; AUTHORIZING THE PRESIDENT AND EXECUTIVE DIRECTOR TO EXECUTE SAID BUSINESS INCENTIVE AGREEMENT AND BUDGET AMENDMENT AND ANY AND ALL RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, JC Millwork Inc. has proposed a business expansion project within the City of Gainesville that is expected to bring economic benefits, including the creation of jobs and increased tax revenues; and

**WHEREAS**, the GEDC desires to enter into a Business Incentive Agreement with JC Millwork Inc. to provide performance-based incentives in support of the proposed project; and

**WHEREAS**, the GEDC also desires to amend its current fiscal year budget to allocate funds in support of the incentive agreement; and

**WHEREAS**, the Board of Directors finds that approving the Business Incentive Agreement and the related budget amendment is in the best interest of the City of Gainesville and aligns with the corporation's goals and responsibilities.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**Section 1.**

The Business Incentive Agreement with JC Millwork Inc., in substantially the form presented to the Board in Attachment A, is hereby approved. The related budget amendment necessary to fund the incentives described in the agreement is also hereby approved.

**Section 2.**

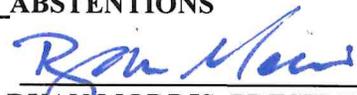
The President and Executive Director of the Gainesville Economic Development Corporation are hereby authorized to execute the Business Incentive Agreement, the related budget amendment, and any and all other documents necessary or appropriate to carry out the purposes of this Resolution.

**Section 3.**

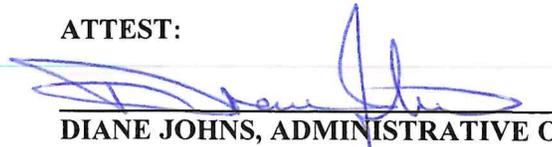
This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, ON THIS 11<sup>TH</sup> DAY OF JUNE 2025, BY THE FOLLOWING VOTES:**

4 AYES, 0 NAYS, 2 ABSENT, 0 ABSTENTIONS

  
RYAN MORRIS, PRESIDENT

ATTEST:

  
DIANE JOHNS, ADMINISTRATIVE OFFICER

**GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION  
BUSINESS INCENTIVE AGREEMENT**

This Business Incentive Agreement (the “**Agreement**”) made and entered into by and between the GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation (the “**GEDC**”) and JC MILLWORK, INC, a Texas Corporation (the “**Company**”).

**WITNESSETH:**

**WHEREAS**, the GEDC a Type B economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code. GEDC exists for the purpose of encouraging and assisting qualified entities in the creation of jobs and investment in the Gainesville, Texas area; and

**WHEREAS**, the Company was formed in 1968. The Company plans to lease a One Hundred Sixty-Eight Thousand Nine Hundred Seventy (168,970) square foot manufacturing facility on ten (10) acres inside Gainesville city limits at 2600 Airport Drive, Gainesville, TX 76240 (the “**Subject Property**” see **Exhibit A**) to serve as a custom architectural woodwork and millwork manufacturing and headquarters facility (the “**Business Operations**”); and

**WHEREAS**, all Company corporate operations will be in Gainesville, Texas; and

**WHEREAS**, the Company represents that the project will constitute improvement and opening of the Subject Property with an approximate investment of Four Million and no/100 dollars (\$4,000,000.00) in real property improvements and in personal property investments (the “**Project Investment**”) to be completed by the Company within the Term of Agreement and Business Operations are expected to bring new employment to Gainesville, with expected employment totaling approximately one hundred (100) new or transferred jobs; and

**WHEREAS**, the GEDC believes that the presence of Company in the City of Gainesville, Texas (known as “**Gainesville**”) will benefit the economy of Gainesville and surrounding area by providing employment, increasing sales tax revenue, and encouraging growth in other related businesses, all of which serve the purposes and goals of the GEDC; and

**WHEREAS**, the GEDC finds and determines the Company is a “primary job” employer as that term is defined in Section 501.002(12) of the Texas Local Government Code, and find and determine this “project” and Agreement is authorized by Sections 501.101 of the Texas Local Government Code; and

**WHEREAS**, the GEDC desires to encourage Company to organize operations whereby orders are accepted in the City of Gainesville, and/or purchases are stored and/or used in the City of Gainesville, which would require City of Gainesville and GEDC taxes to be paid to the Texas Comptroller of Public Accounts (“**State**”).

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained the parties hereto agree as follows:

### **GENERAL PROVISIONS**

1. Company represents that it has leased the Subject Property and contemplates establishing Business Operations thereon and locating Tangible Personal Property on the Subject Property.
2. The Subject Property is owned by the City of Gainesville with a ground lease held by the GEDC. It is not owned or leased by any individual member of the GEDC.
3. Company acknowledges and agrees, beginning on the date of the execution of this Agreement and continuing during the term of this Agreement, that the Company, or an affiliate wholly-owned, directly or indirectly, by the Company or one of its constituent parties or a related entity owned or under the common control of the Company, shall, subject only to events of Force Majeure, continuously occupy the Subject Property, and shall continuously operate and maintain the Subject Property manufacturing facility. For the purposes of this Agreement, “manufacturing” shall include, without limitation, the production of goods for resale as the result of an assembly process utilizing component parts purchased from a manufacturer or other third party.

### **DEFINITIONS**

4. Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:
  - A. “Anniversary Year” means each annual anniversary of the Effective Date.
  - B. “Annual Report” means calendar year reporting, to request payment of Businesses Incentives, proof of Gainesville Area Chamber of Commerce membership dues payment, and proof of local non-profit donation submitted to GEDC.
  - C. “Business Incentives” means the combined Jobs Incentives, Relocation Assistance, Repair Allowance – Electric, and Repair Allowance – Lighting.
  - D. “Business Operations” shall have the same meaning set forth in the recitals above.
  - E. “Effective Date” means the last date of acknowledgment of the signatures set forth on the signature page below.
  - F. “Employment Position” means new, non-temporary full-time employment positions of the Company having an official scheduled work week of not less than forty (40) hours, two thousand (2,000) annually with two (2) weeks vacation, and that according to company policy, is entitled to full benefits with a wage of at least

twenty dollars (\$20.00) per hour as shown in Employment Reports and Texas Workforce Commission Reports. The wages for new jobs that have not worked a full calendar year shall be annualized for reporting purposes to reflect a true annual wage. The wage of a new Employment Position must be equal to or greater than an average annualized wage of forty-one thousand six-hundred dollars (\$41,600) or twenty dollars (\$20.00) per hour.

- G. “Employment Report” means taxable payroll documented and submitted to GEDC which will contain employee headcount and the wage of each Employee Position, or equivalent, created at Company’s Gainesville Subject Property in the form of employee rosters showing hours worked, wages paid, benefits eligibility; quarterly IRS 941 returns; and Texas Workforce Commission Employer Reports; the specific company in-house documentation submitted by COMPANY will be determined by COMPANY provided that it is of the forms permitted by this Agreement and provides information necessary to accurately calculate Employment Positions.
- H. “Force Majeure” means any delay caused by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials (including but not limited to circumstances related to declared national emergencies such as but not limited to COVID-19) or other circumstances which are beyond the reasonable control and are without the fault or negligence of the obligated party, regardless of whether any such circumstance is similar to any of those enumerated or not, the obligated party shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement is tolled during the period of delay and any applicable completion deadline shall be extended for a period of time equal to the period the obligated party was delayed. Force Majeure will not mean nor include delays caused by the Company’s lack of, or inability to obtain, funding.
- I. “Jobs Incentives” means the annual payment equal to Four Thousand and no/dollars (\$4,000.00) per New Employment Position for annual New Employment Positions as documented by Company Employment Report in each Annual Report. The Jobs Incentive is not to exceed to Four Hundred Thousand and no/100 dollars (\$400,000.00) total.
- J. “New Employee Position” means each additional net Employment Position created and filled (“New Employment Positions”) in each calendar year during the Term of Agreement for Company including employees for 360 Labor, LLC that are based at the Subject Property.
- K. “Project Investment” shall have the same meaning set forth in the recitals above. Project Investment will be documented by Company with a narrative description and paid receipts, paid invoices, or cancelled checks, in an Excel spreadsheet, and

reported to GEDC by the end of the first Anniversary Year, (the “Project Investment Report”).

- L. “Relocation and Improvements Assistance” means the reimbursements of up to Four Hundred Thousand and no/100 dollars (\$400,000.00) of Company’s relocation expense estimated at One Million Five Hundred Thousand and no/100 dollars (\$1,500,000.00) as well as improvements to all real property and personal property investments that Company develops, constructs, repairs, and installs, all which shall be located on the Subject Property (including but not limited to: electrical, office facilities, dock doors, concrete repair, removal of old-inoperable air handlers, interior lighting, restrooms, security, fire suppression, removal of northwest breakroom, etc.).
- M. “Relocation Expense” means the costs related to relocating equipment, inventory, and key employee relocation incentive package(s) to be reported to GEDC upon completion of all relocation activities and by the end of the first Anniversary Year (“Relocation Expense Report”).
- N. “Subject Property” shall have the same meaning set forth in the recitals above and any Improvements.
- O. “Tangible Personal Property” means all tangible personal property, including, without limitation, equipment, machinery and fixtures, inventory, and supplies owned by the Company that are located on the Subject Property.
- P. “Term of Agreement” means three (3) calendar years from the Effective Date.

#### **GEDC COMMITMENTS**

- 5. GEDC hereby commits to a reimbursement payment of Relocation and Improvements Assistance within the first Anniversary Date, cash payment amount, to be paid to Company for Relocation. GEDC payment will be made within thirty (30) days of receipt of the complete, final: Relocation Expense Report and/or Repair Allowance Reimbursement Request – Electrical and/or Repair Allowance – Lighting Reimbursement Request each of which may be requested separately.
- 6. GEDC hereby commits to payment of Jobs Incentive over the Term of Agreement, cash payment amount, to be paid to Company for each new Employment Position each calendar year. GEDC Jobs Incentive payment will be made within thirty (30) days of receipt of the complete Annual Report.

#### **COMPANY COMMITMENTS**

- 7. Company agrees that to receive the Business Incentives identified above, Company must meet the following requirements:

- A Company will complete relocation of manufacturing and office operations within one (1) year of the Effective Date and all Project Investment within the Term of Agreement.
- B Company will provide Employment Report, Project Investment Report, Relocation Expense and Improvements Report. At GEDC sole discretion, reports not received as defined, and within thirty (30) days of the applicable Anniversary Date, may be deemed delinquent with any related Business Incentives being forfeited by Company.
- C Company will join and remain an active member of the Gainesville Area Chamber of Commerce for the Term of this Agreement.
- D On or before the end of each calendar year during the Term of this Agreement, Company will make an annual contribution to a local, Gainesville, TX, non-profit in the amount of Five Hundred and no/dollars (\$500.00) payable before each Anniversary Year.
- E All requirements set forth in Definitions section and in Company Commitments section must be met within the Term of Agreement for all of the Business Incentives to be claimed.
- F Company will remain in good standing with all Texas local or state taxing entities and with City of Gainesville Codes and Ordinances.

#### **TERMINATION**

- 8. This Agreement shall terminate three (3) years after the Effective Date, or if Company misses three (3) consecutive Annual Report deadlines, or if Company should cease to conduct Business Operations in Gainesville, Texas.

#### **AUTHORITY**

- 9. Each individual executing this Agreement hereby represents and warrants that he/she is authorized to execute and deliver this Agreement and bind any and all entities, persons or individuals presently having an interest in the Company and Subject Property, as well as heirs, successors and assigns of the parties.

#### **SUCCESSORS, ASSIGNS AND RECORDATION**

- 10. This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.

## COUNTERPARTS

11. The Parties acknowledge and agree that a facsimile copy or scan of this Agreement with a Party's signature is as legally valid and binding as the original Agreement with an original signature. The parties agree that this Agreement can be signed in counterpart with the same legal force and effect as if not signed in counterpart.

## NOTICE

12. All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery.

If to the GEDC:

Gainesville Economic Development Corporation  
Attn: Ryan Morris, President  
311 S Weaver St  
Gainesville, TX 76240

If to the Company:

JC Millwork, Inc  
Attn: Donny Palmertree, President  
501 Lakeside Parkway, Suite 150  
Flower Mound, TX 75028

## SEVERABILITY

13. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement, shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

## GOVERNING LAW

14. The Parties agree that this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of laws or principles which may otherwise be applicable, and that venue shall be in Cooke County, Texas.

## CONSTRUCTION OF AGREEMENT

15. This Agreement shall not be construed either for or against either party, but shall be interpreted, construed, and enforced in accordance with the mutual intent of the parties ascertainable from the language of the Agreement.

## **COUNTERPARTS**

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. The parties acknowledge the inherent unpredictability of the global semiconductor industry and the possibility that schedules for investment and job creation and other provisions may require adjustment over the terms of this Agreement, subject to the mutual written assent of all parties.

## **ENTIRE AGREEMENT**

17. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

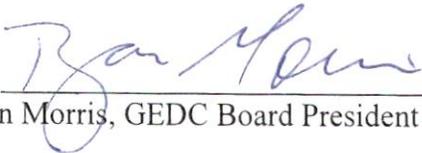
## **UNDOCUMENTED WORKER PROVISION**

18. Company certifies that the Company 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, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date GEDC notifies Company of the violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GEDC:**

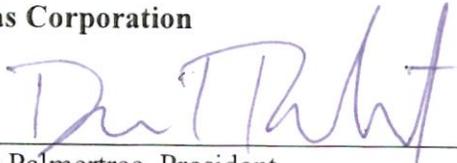
**GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION  
a Texas Non-Profit Corporation**

By:   
Ryan Morris, GEDC Board President

Date: 8/20/25

**COMPANY:**

**JC MILLWORK, INC  
a Texas Corporation**

By:   
Donny Palmertree, President

Date: 8/19/25