



**Duncanville City Council
Regular Meeting Agenda**
City Council Briefing Room and City Council Chamber
Duncanville City Hall, 203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, November 18, 2025
5:00 PM - Work Session/Briefing
7:00 PM - Regular Session

or immediately following the 5:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
<https://duncanvilletx.new.swagit.com/views/454/>

To speak during public comments, please complete a comment card and give it to the receptionist before the regular session.

To submit a comment via email the following information is required:

- Submit a comment by 4:00 PM on Tuesday, November 18, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, November 18, 2025.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**

- A. Briefing on Police & Court Needs Assessment
- B. Briefing on the creation of a Cultural District Steering Committee
- C. Briefing on 730 E. IH-20 — List of Non-Permitted Uses

EXECUTIVE SESSION

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of US 67, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

- A. Mayor's Report
- B. Councilmembers' Report
- C. City Manager's Report

5. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation presented to Duncanville High School for Distributive Education Clubs of America (DECA)
- B. Receive the Duncanville Public Library quarterly update from Library Systems & Services.

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- A. Consider the minutes for the November 4, 2025, Regular City Council Meeting.
- B. Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Waste Services of Texas, LTD. and the City of Duncanville to extend the contract term and establish a new contract expiration date of September 30, 2027.

- C. Consider a Resolution authorizing an amendment to add additional desktop inventory services and to descope non-inventory Texas Water Development Board funds from the Service Line Material Inventory and Replacement Agreement with MRB Group, P.C., reducing the total contract price from \$3,308,253.30 to a total amount not to exceed of \$2,206,423.35.
- D. Consider an Ordinance amending the FY 2025-2026 budget by appropriating resources received for projects, grants, and donations in FY 2025 and amending expenditures.
- E. Consider a Resolution Authorizing the Disbursement of DCEDC Funds in the Amount of \$58,500 to STAR Transit for FY 2025-2026 Public Transportation Services.
- F. Consider a Resolution to approve the transition from current vendor to Galls, LLC.

8. **ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. Take any necessary action as a result of the Executive Session.
- B. Consider a Resolution canvassing and declaring the results of the Special Election held on November 4, 2025, regarding the adoption of propositions A through L as amendments to the City Charter.
- C. Consider a Resolution casting the City Council of the City of Duncanville's vote for a member of the Board of Directors of the Dallas Central Appraisal District (DCAD).
- D. Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 730 E. IH20.
- E. Conduct a Public Hearing regarding a proposed economic development incentive related to the redevelopment of the Railroad Flats Property, owned by the Duncanville Community and Economic Development Corporation (DCEDC), for the construction of a townhome development.
- F. Consider a resolution approving a mural at 1944 S. Main St., Duncanville, TX 75137, to be painted by Arts Grant Awardee Kalen Y. McGuire.
- G. Consider a resolution approving funding awards for the first quarter of Fiscal Year 2025-2026 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission.
- H. Consider a resolution to approve a Hotel Occupancy Tax (HOT) Fund Grant for the 2026 Fiscal Year Budget to The Duncanville Lions Club for the Annual Sandra Meadows Classic
- I. Consider a resolution to approve a Hotel Occupancy Tax (HOT) Fund Grant for the 2026 Fiscal Year Budget to the Texas Association of Basketball Coaches

- J. Consider a resolution approving a Hotel Occupancy Tax (Hot) Fund Grant for the 2026 fiscal year budget to Great American Shoot Out (GASO)

9. STAFF AND BOARD REPORTS

- A. Holiday Lights in the Park Run Through
- B. Quarterly Report Duncanville Fieldhouse

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, November 11, 2025, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.³

Chiquita Taylor
City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Briefing on Police & Court Needs Assessment

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Develop: Infrastructure Improvement Strategy

Emphasize: Government Accountability, Customer Service, Efficiency and Process

Promote: Innovative Ideas for Development and Re-development

STAFF RESPONSIBLE:

Chief Stogner, Police Chief

Angel Deal

BACKGROUND/HISTORY:

Provide an overview of the Police & Court spatial needs assessment.

POLICY EXPLANATION:

A New Policy Facility was scheduled to go to bond election in November 2025. After careful consideration and discussion, it was determined a spatial analysis and needs assessment would be required before voting on such a complex capital improvement to our community. As a result, City Administration and City Council agreed to move the bond election to May 2026. Pending the cut-off timeline of February 2026, a spatial analysis and needs assessment would be completed to identify the size and needs of a new facility or expansion to the existing footprint. This briefing affords an update on the progress of the assessment.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget
\$60,000

Purchase Amount
\$60,000

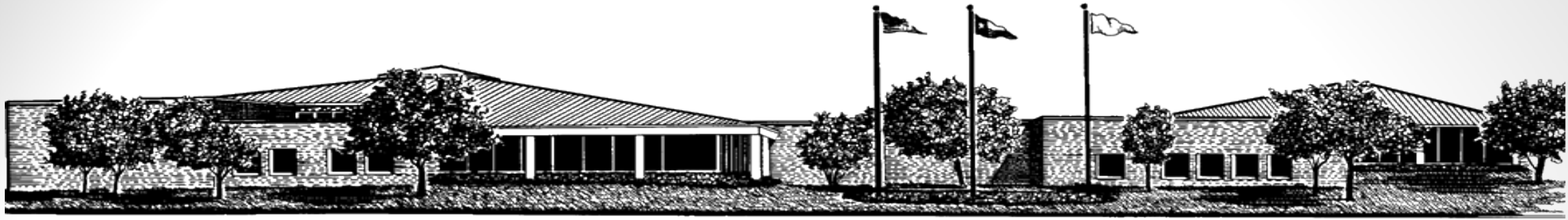
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ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

City Council Facility Update



POLICE & COURTS SPACE ANALYSIS | NEEDS ASSESSMENT

NOVEMBER 18, 2025

MATTHEW STOGNER, CHIEF OF POLICE

ANGEL DEAL, PROJECT MANAGER



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



Background and Purpose

- Current facility, constructed in 1986, no longer meets the operational, technological, or regulatory demands of modern law enforcement and judicial services
- Key deficiencies include undersized evidence storage, lack of ADA compliance, outdated infrastructure, and insufficient space for current staffing levels and public engagement.
- The assessment is designed to identify spatial, functional, and technological gaps that directly impact service delivery, officer safety, and community access.

Summary

- Kimley-Horn | ADG selected through a competitive RFQ process
- Comprehensive Space Analysis and Needs Assessment for the existing Police Station and Municipal Court facility
- Critical first step in evaluating:
 - Expanding the current facility
 - Constructing a new, purpose-built public safety complex
- Identifies current limitations and future requirements in space, design, and technology.
- Ensures strategic preparation for the February 2026 bond election filing deadline.

Key Milestones

Task	Description	Fee
1	Spatial Needs Assessment	\$20,800
2	Preliminary Technology Review	\$4,800
3A	Site Analysis – Existing PD Site	\$8,000
3B	<i>Additional Site Analysis (Optional)</i>	<i>TBD</i>
4	Conceptual Site Master Planning	\$10,000
5	Conceptual Building Design	\$16,400
6	ROM Cost Estimate	Included

Total \$60,000

Task 1 is underway and expected to be completed by the first week of December.

Tasks 2 and **3A** will begin immediately following Task 1 and will be completed simultaneously

A more detailed project timeline will be finalized after our next weekly coordination meeting with ADG.



Project Milestones

Date	Item
October – January	➤ Spatial Needs Assessment ➤ Preliminary Technology Review ➤ Site Analysis ➤ Conceptual Site Master Planning ➤ Conceptual Building Design ➤ Estimate of Probable Costs
January	City Council Presentation
February 3, 2026	Call Bond Election – Regular City Council Meeting
February 16, 2026	Deadline to Call Bond Election



Thank you Questions?





STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Briefing on the creation of a Cultural District Steering Committee

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Advance: Marketing Strategy of the City and Community Engagement Plan

Promote: Innovative Ideas for Development and Re-development

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

The Cultural Arts District was established and adopted by City Council (Resolution No. 2025-423) As steering committee should be established to lead the development and implementation of the cultural district and ensure alignment with both community goals and technical requirements for district expansion.

POLICY EXPLANATION:

The Cultural Arts District was established and adopted by City Council (Resolution No. 2025-423) As steering committee should be established to lead the development and implementation of the cultural district and ensure alignment with both community goals and technical requirements for district expansion.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Cultural Arts District Steering Committee Briefing 11_18_25, Cultural Arts District Strategic Plan 2025, Armstrong Park Cultural District Steering Committee Charter - WorkInProgress



CELEBRATING CREATIVITY, COMMUNITY, AND LEGACY THROUGH STRATEGIC CULTURAL INVESTMENT

NOVEMBER 18, 2025

ANGEL Z. DEAL – PROJECT MANAGER

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

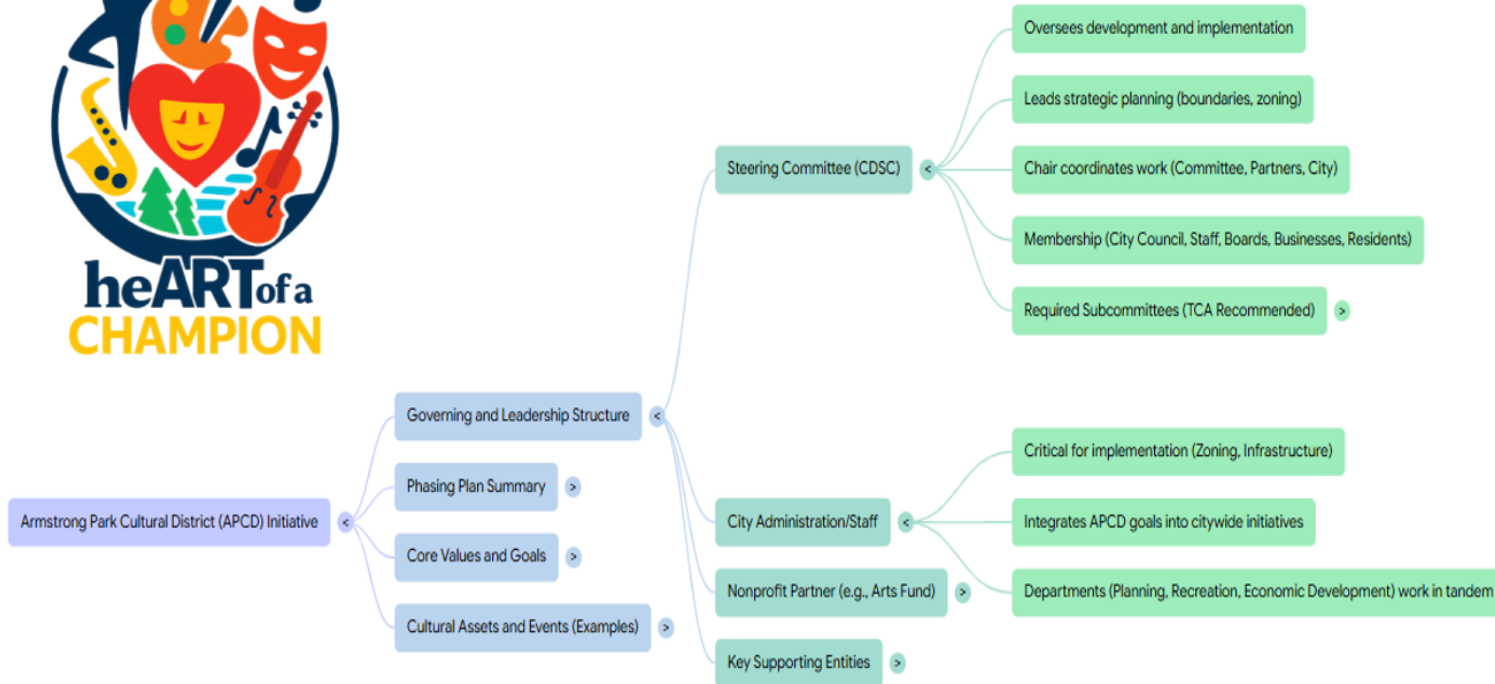
Strategic Leadership for Cultural District Expansion

Phase 2 – Steering Committee Formation & Governance



- ☐ Cultural Arts District was established and adopted by City Council (Resolution No. 2025-423)
- ☐ Strategic Plan requires the activation of a Steering Committee adopted in February 2025

Cultural District Steering Committee



*"A project steering committee is like the wise captain **guiding a ship on a voyage.**"*

Steering Committee



- ☐ Lead development and implementation of the cultural district
- ☐ Oversees strategic planning, including expanded boundaries and zoning updates
 - ☐ **Committee Chair** coordinates efforts across the Steering Committee, community partners, and city administration
- ☐ Ensures alignment with both community goals and technical requirements for district expansion

Collaboration w/City Administration



- ☐ Phase 3 (Implementation) requires joint execution of zoning, infrastructure, programming, and branding
- ☐ District goals must be integrated into citywide initiatives:
 - ☐ Public art
 - ☐ Land use
 - ☐ Tourism
 - ☐ Small business support
- ☐ City departments (e.g., Planning, Parks & Recreation) must collaborate to amplify district activities
- ☐ Zoning recommendations from the Steering Committee must be coordinated with:
 - ☐ City Council
 - ☐ Planning & Zoning Commission
 - ☐ Legal and regulatory foundations must be established to support district growth

Governance & Strategic Alignment



- ☐ Steering Committee provides long-range planning and governance oversight
- ☐ City administration ensures regulatory compliance, infrastructure support, and interdepartmental coordination

Next Steps



- ☐ Formation of the Committee
(nominations)
- ☐ Schedule Kickoff Meeting *(meet and greet, outline responsibilities, meeting cadence and governance routine)*
- ☐ Integrate the cultural district implementation plan into the City's long-term roadmap: **The Duncanville 2040 Comprehensive Plan**

THANK YOU

Questions?



ARMSTRONG PARK CULTURAL DISTRICT CULTURAL DISTRICT PLAN



Executive Summary

Armstrong Park Cultural District – Phase 1: Armstrong Park

The Armstrong Park Cultural District stands as a transformative initiative designed to celebrate and uplift the diverse heritage, creativity, and identity of the City of Duncanville. Spearheaded and championed by the 2024–2025 Duncanville City Council, and the Duncanville Arts Commission under the leadership of Chairman Ron Thompson, this initiative reflects the City’s deep commitment to cultural enrichment, inclusion, and economic vitality through the arts.

Phasing Plan Summary

The development of the Armstrong Park Cultural District is structured into four strategic phases, each building upon the previous to establish a sustainable, inclusive, and impactful cultural district:

Phase 1: Establishment of Local Cultural District (Completed February 2025)

- Formal creation of the Armstrong Park Cultural District through City Council adoption of Resolution No. 2025-423.
- Designation of Armstrong Park as the cultural and geographic heart of the district.
- Activation of cultural programming and community events to establish identity, use, and public engagement.

Phase 2: Strategic Planning & Steering Committee Formation (In Progress)

- Creation of the Cultural District Steering Committee to oversee expansion planning and stakeholder coordination.
- Initial consideration of expanded boundaries, zoning updates, and district overlays.
- Launch of an independent nonprofit cultural partner to support arts programming and fundraising.
- Alignment of the district’s vision and infrastructure with the Duncanville 2040 Comprehensive Plan.

Phase 3: Implementation & Integration with Duncanville 2040 (Upcoming)

- Execution of zoning strategies, infrastructure improvements, cultural programming, and district branding.
- Integration of district goals into citywide land use, public art, tourism, and small business support initiatives.
- Maturation of the nonprofit partner, Arts Fund, and collaborative programming across departments and sectors.
- Establishment of the district as a self-sustaining community and economic asset, regardless of future designation.

Phase 4: Application for TCA Cultural District Designation (Future)

- Request City Council authorization to move forward with the creation of the Cultural District Management Entity (CDME).
- Upon meeting all readiness criteria, submission of an application to the Texas Commission on the Arts.
- Coordination by a task force to prepare the application, engage stakeholders, and document district outcomes.
- If approved, formal designation will elevate the district's visibility, funding opportunities, and statewide impact.

PHASING PLAN for ARMSTRONG PARK CULTURAL DISTRICT

Phase 1 Establishment of Local Cultural District (Completed February 2025)

- Formal creation of the Armstrong Park Cultural District through City Council adoption of Resolution #b. 2025-423.
- Designation of Armstrong Park as the cultural and geographic heart of the district.
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- Establishment of the district as a self-sustaining community and economic asset, regardless of future designation.

Phase 4 Application for TCA Cultural District Designation (Future)

Introduction

Cultural District Plan

The Armstrong Park Cultural District Plan represents a bold and strategic vision for cultivating a vibrant, inclusive, and economically vital cultural ecosystem within the City of Duncanville. Rooted in the City's rich history and shaped by the diverse voices and traditions of its residents, this plan sets the foundation for coordinated investment in arts, culture, and placemaking as central elements of Duncanville's long-term growth and quality of life.

Officially launched through the adoption of *Resolution No. 2025-423* on February 4, 2025, by the Duncanville City Council, the City formally established the **Armstrong Park Cultural District**—a designated local cultural district and the cornerstone of what will become a broader citywide network of cultural identity and expression.

The plan recognizes that **arts and culture are not peripheral luxuries**—they are essential tools for economic development, civic identity, and inclusive community building. The Armstrong Park Cultural District, as the initial nucleus, has already proven itself as a gathering place for diverse community events including Bloomfest, Juneteenth celebrations, Hispanic heritage showcases, the Ella Fair, and citywide parades. These activities reflect the vibrancy, history, and diversity of Duncanville and point to the transformative potential of sustained investment in cultural infrastructure.

The Cultural District Plan is grounded in four core values:

1. **Equity** – Ensuring cultural opportunities reflect and uplift all members of the community.
2. **Economic Impact** – Leveraging creative development to drive local economic growth and attract investment.
3. **Preservation and Celebration** – Honoring Duncanville's past while embracing its evolving cultural identity.
4. **Collaboration** – Building partnerships between government, artists, businesses, and nonprofits to create a resilient cultural network.

This document outlines the path forward—guided by community vision, structured through local leadership, and informed by best practices from the Texas Commission on the Arts. From zoning strategy to programmatic funding, and from stakeholder engagement to public-private partnerships, this plan serves as the blueprint for both expanding the Armstrong Park Cultural District and positioning Duncanville for future designation as a **State of Texas-recognized Cultural District**.

The Cultural District is not just a place—it is a commitment to who we are and who we

aspire to become as a community. This plan ensures that commitment is not only meaningful, but actionable.

PHASE 1: ARMSTRONG PARK CULTURAL DISTRICT

Cultural District – Phase 1: Armstrong Park

The Duncanville Cultural District stands as a transformative initiative designed to celebrate and uplift the diverse heritage, creativity, and identity of the City of Duncanville. Spearheaded and championed by the 2024–2025 Duncanville Arts Commission, this initiative reflects the City’s deep commitment to cultural enrichment, inclusion, and economic vitality through the arts.

Phase 1 of the Cultural District was formally adopted by the Duncanville City Council on February 4, 2025, through the passage of *Resolution No. 2025-423*. This resolution officially established the Armstrong Park Cultural District and designated Armstrong Park as its geographic and symbolic core, as illustrated in *Exhibit A* (see Appendices). This milestone concluded Phase 1, the creation of Duncanville’s first *local* cultural district.

Armstrong Park: The Cultural Heart of Duncanville

Armstrong Park has long stood as a central gathering place and cultural anchor for the Duncanville community. Affectionately sometimes referred to as “Our Park,” it reflects the city’s deeply rooted traditions of connection, creativity, and inclusion. Since the City of Duncanville first acquired the land in 1971—formerly home to an Air Force Station—Armstrong Park has served as a vibrant venue for civic life and shared experiences.

For more than fifty years, generations of residents have come together here to celebrate festivals, parades, concerts, theatrical performances, art exhibitions, open-air films, literary events, community gardening, and recreation. These activities highlight the city’s rich cultural diversity and foster a strong sense of belonging.

The park’s 21 rolling acres now serve as both a community green space and a formal cultural district. Once home to the nation’s largest all-volunteer-built wooden playground, Armstrong Park today features scenic pedestrian paths that link visitors to public art, pop-up galleries, family-friendly amenities, and arts-centered spaces—all woven into the surrounding civic, historic, and cultural fabric of Duncanville.

Beyond its boundaries, Armstrong Park is increasingly connected to nearby neighborhoods, schools, local businesses, restaurants, and the Downtown Duncanville District through emerging cultural corridors—forming a broader, more inclusive network of creative and community-driven places.

In 2024/2025 alone, Armstrong Park hosted:

- **Bloomfest**, a spring celebration of the arts featuring live music, multicultural dance performances, and artist showcases that reflect Duncanville's vibrant Hispanic and African American heritage;
- **The Ella Fair**, Duncanville's first outdoor fine arts festival, organized by a local resident and held at the Senior Center;
- **Duncanville's inaugural Mexican Independence Day Parade** on September 16, 2024, which included vendors, artists, and performances celebrating Hispanic culture;
- **The July 4th Parade, Music Festival, and Fireworks**, showcasing a cross-section of Duncanville's community spirit drawing over ten thousand people;
- **Juneteenth Celebration** featuring a historic *fireside chat* with Opal Lee, the "Grandmother of Juneteenth," as well as a curated arts exhibit by the Duncanville Arts Commission;
- **Hispanic Heritage pop-up installations** curated by the Duncanville Arts Commission;
- **The annual Christmas Parade and Lights Display**, drawing residents and visitors together in shared celebration.

These events are not only expressions of community pride, but also intentional acts of placemaking and inclusion—anchoring Armstrong Park as both the heart of Duncanville and the foundation of the Cultural District.

As a *local cultural district*, the Armstrong Park Cultural District represents the City's initial phase in its broader vision to expand into a formally recognized district through the Texas Commission on the Arts. Phase 2 will focus on strategic planning, zoning alignment, and stakeholder engagement, led by the Cultural District Steering Committee established by Resolution No. 2025-423.

PHASE 2: ARMSTRONG PARK CULTURAL DISTRICT

Phase 2: Steering Committee Formation and Strategic Direction

Building upon the successful establishment of the **Armstrong Park Cultural District** as a designated local cultural district in Phase 1, the City of Duncanville now turns its focus to **Phase 2**—the formation and activation of a Steering Committee charged with

developing and executing the next phase of the district's evolution. This includes evaluating opportunities for potential expansion, strategic zoning improvements, and laying the groundwork for application to the Texas Commission on the Arts (TCA) for state cultural district designation.

Per **Resolution No. 2025-423**, adopted by the Duncanville City Council on February 4, 2025, the **Steering Committee** is formally established under Section 3. Its purpose is to lead the long-range planning efforts necessary to expand the cultural district's boundaries and integrate additional components aligned with TCA's requirements and best practices.

The resolution outlines the structure of the Steering Committee as a broadly representative body, including:

- Members of the City Council
- City staff from relevant departments
- Representatives from various boards and commissions (e.g., Planning & Zoning, Parks & Recreation, Economic Development)
- Arts and culture leaders
- Local businesses and developers
- State officials or their appointees
- Residents and community advocates

The Steering Committee shall be chaired by an individual appointed by the City Council, with the Chair responsible for:

- Organizing subcommittees
- Coordinating the work across disciplines
- Ensuring progress aligns with both community goals and technical requirements for district expansion

At the May 6, 2025, City Council meeting, discussion centered on the importance of strategic leadership for the Steering Committee. Council consensus supported a collaborative meeting between **City Manager Doug Finch** and **Arts Commission**

RESOLUTION NO. 2025-423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ESTABLISHMENT OF A CULTURAL DISTRICT IN DUNCANVILLE, AND THE ESTABLISHMENT OF A STEERING COMMITTEE, AND BOUNDARIES OF THE CULTURAL DISTRICT.

WHEREAS, the City of Duncanville recognizes the importance of establishing a cultural district to enhance community engagement, promote economic development, encourage tourism, and celebrate the arts and culture as essential components of the city's identity; and

WHEREAS, the Texas Commission on the Arts provides a framework and recommendations for the establishment and successful operation of cultural districts within the State of Texas; and

WHEREAS, the City Council of Duncanville acknowledges the need for a structured approach to develop and manage the proposed cultural district, ensuring representation from a wide array of stakeholders including City boards, commissions, staff, City Council members, business representatives, developers, state representatives, and community members;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. Creation of the Steering Committee:

The City of Duncanville hereby establishes the Cultural District Steering Committee to oversee the development and implementation of the cultural district in accordance with the structure recommended by the Texas Commission on the Arts.

SECTION 2. Name and Boundaries of the Cultural District:

- The cultural district shall be named the Armstrong Park Cultural District.
- The boundaries of the cultural district shall encompass as depicted in 'Exhibit A', which is attached hereto and incorporated herein, with consideration for future expansion as opportunities arise and as deemed appropriate by the Steering Committee and the Duncanville City Council.

SECTION 3. Membership and Appointments:

- The Steering Committee shall consist of representatives from City boards and commissions, City staff, members of the City Council, local businesses, property developers, state representatives, and community members.

Chair Ron Thompson to define the formation, roles, and leadership structure of the Steering Committee.

The pair met on May 8, 2025 to discuss options and next steps.

Emergence of a New Nonprofit Partner for Cultural Sustainability

In the days following the City Council meeting held on May 6, 2025, a pivotal planning session took place between City Manager Doug Finch and Duncanville Arts Commission Chair Ron Thompson. The meeting focused on charting the course for **Phase 2** of the Armstrong Park Cultural District and, more specifically, the infrastructure needed to support long-term arts and culture initiatives within the City of Duncanville.

A central outcome of this strategic discussion was the identified need to establish a **new, independent nonprofit organization** whose mission would be to promote, support, and sustain the cultural arts in Duncanville. This entity, intentionally structured **outside of formal city government**, would not be a subcommittee of the Arts Commission, nor a formal extension of the Steering Committee or DCEDC. Rather, it would stand as a parallel but collaborative partner—**community-driven, donor-supported, and privately led**—that could bring in new resources and broaden access to philanthropic and grant funding not available to government entities.

The goal of this nonprofit is to serve as a **cultural anchor** capable of organizing year-round programming, engaging diverse artists, and advocating for Duncanville's rich cultural identity. It would also serve as a nimble platform to host benefit events, secure private sponsorships, apply for arts-related grants, and cultivate regional partnerships, all of which are essential to sustaining a thriving arts ecosystem.

The nonprofit's **operational independence** ensures it could pursue projects and partnerships with creative flexibility, while still aligning with the City's broader cultural goals. In the future, the City of Duncanville may consider entering into formal **Memoranda of Understanding (MOUs)** or facility-sharing agreements with the organization, providing access to event space in exchange for community-based programming that enriches public life. This arrangement would mirror best practices in other cities across Texas and the nation, where independent cultural foundations work alongside municipal agencies to extend the reach and impact of local arts.

Importantly, during the meeting, Chair Ron Thompson—well-regarded for his leadership, community vision, and long-standing advocacy for the arts—expressed a strong interest in spearheading the formation of this nonprofit organization. His background, credibility, and passion for Duncanville's creative sector position him as an ideal figure to lead this effort, ensuring continuity between the City's vision and the nonprofit's programming.

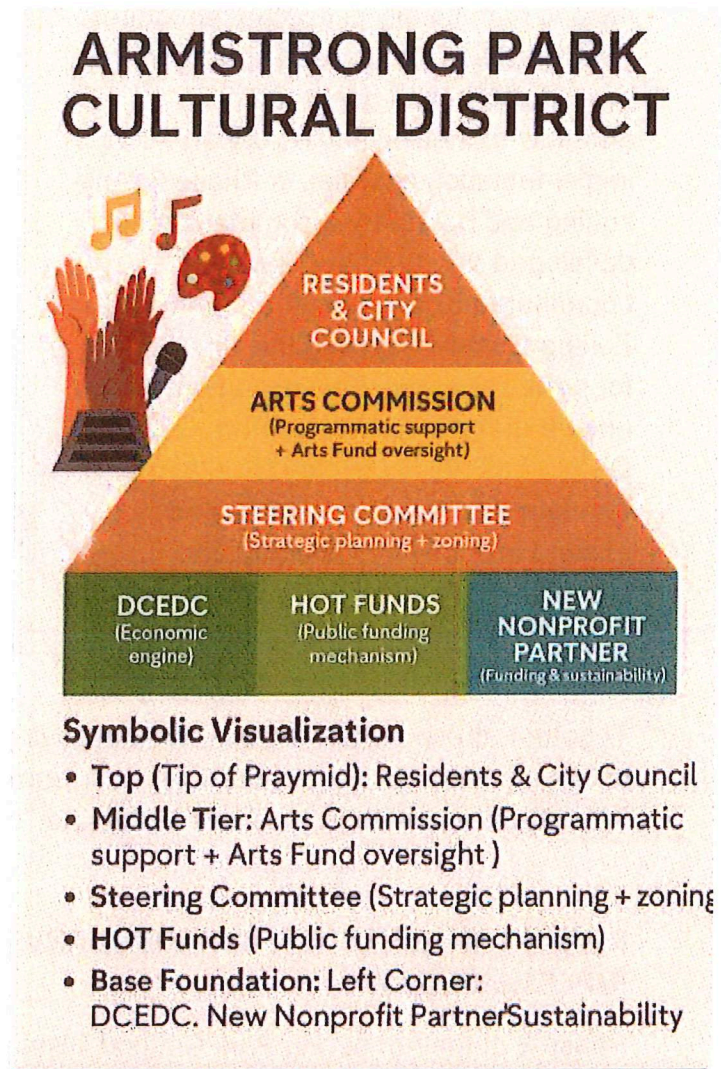
This new nonprofit will also act as a critical building block in **positioning Duncanville for state-level designation** through the Texas Commission on the Arts (TCA). Many of the TCA's criteria for Cultural District designation include a demonstrated public-private partnership model, sustainable funding pathways, and independent arts-based leadership—each of which this new nonprofit is designed to fulfill.

Ultimately, the formation of this nonprofit represents a **transformative step forward** in realizing the full potential of the Armstrong Park Cultural District. It reflects Duncanville's commitment to equity in the arts, sustainable cultural planning, and the elevation of local talent and voices through shared investment and vision.

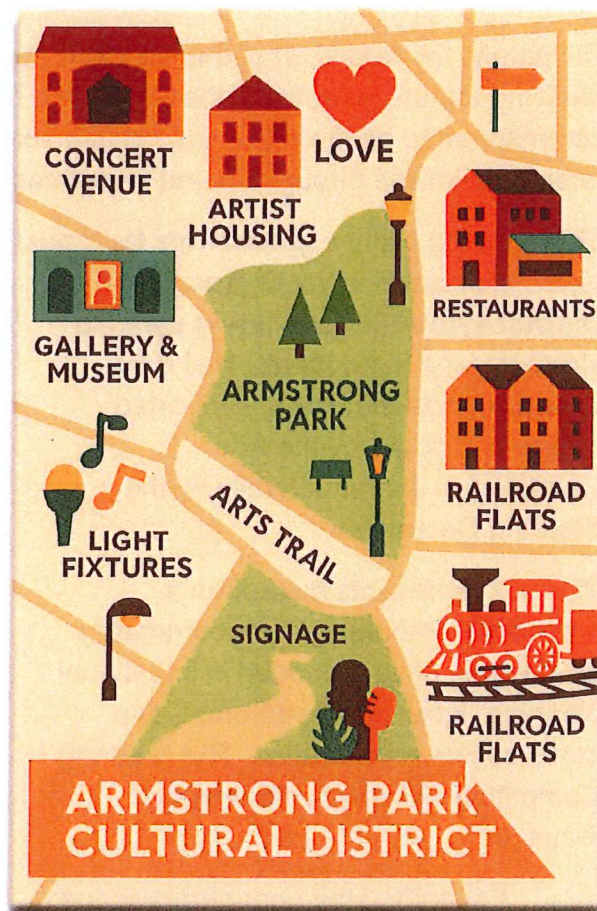
This meeting laid the groundwork for inclusive and effective leadership, aligned with the vision expressed in the **Cultural District symbolic graphic**—a pyramid structure where **residents and City Council** guide the vision, supported programmatically by the Arts Commission and structurally by the Steering Committee.

Phase 2 represents more than a procedural next step. It is a community-building exercise grounded in intentional planning, inclusive governance, and cross-sector collaboration. The Steering Committee's strategic planning will focus on:

- Expanding the geographic scope of the district to meet TCA criteria
- Aligning zoning and development regulations with cultural goals
- Identifying key assets (e.g., venues, creative spaces, businesses)
- Strengthening infrastructure to support artists and cultural tourism
- Facilitating public input and stakeholder engagement



As part of the planning and strategic development of Phase 2, the Steering Committee will also engage in a **comprehensive analysis of the current zoning, land use regulations, and potential cultural district boundary enhancements**. This process will evaluate whether adjustments to existing zoning classifications or the creation of a **new cultural district zoning overlay** are warranted to support the core goals of the Armstrong Park Cultural District. Such goals include promoting artist live/work spaces, enhancing walkability and connectivity, incentivizing cultural and creative enterprises, and preserving historic or culturally significant structures. This analytical and planning phase will lay the regulatory and geographic groundwork necessary to support implementation activities in Phase 3. Any zoning and boundary recommendations developed during Phase 2 will be coordinated closely with the Planning & Zoning Commission and the City Council for potential action. This alignment will ensure that the Armstrong Park Cultural District has the necessary legal and regulatory foundation to thrive and expand in a way that is equitable, inclusive, and strategically integrated with the Duncanville 2040 Comprehensive Plan.



Together, these steps will position Duncanville to meet the standards for TCA designation and to foster a **cultural environment that reflects the city's diverse identity, rich heritage, and shared future**.

PHASE 3: INTEGRATION WITH DUNCANVILLE 2040 AND DISTRICT IMPLEMENTATION

Phase 3 of the Armstrong Park Cultural District builds directly upon the foundational work of Phase 1 (creation and boundary establishment) and Phase 2 (strategic coordination, steering committee formation, and programming development). This phase centers on **full implementation of the district vision**, as guided by the

Duncanville 2040 Comprehensive Plan, and the incorporation of key elements required by the **Texas Commission on the Arts (TCA)** for future recognition.

Alignment with the Duncanville 2040 Comprehensive Plan

Duncanville 2040 represents a transformational roadmap for the city's growth and vitality across every domain—economic development, land use, parks, infrastructure, and **arts and culture**. Phase 3 is a direct outgrowth of that vision, ensuring that the Armstrong Park Cultural District is not a standalone effort but a **strategically embedded component of the city's long-range planning**.

Key alignments with the Duncanville 2040 plan include:

- **Land Use & Zoning:** Identification of arts-focused zones and creative placemaking overlays to promote live/work spaces for artists and cultural institutions within and around Armstrong Park.
- **Community Identity & Branding:** Implementation of signage, wayfinding, murals, and place-based branding elements rooted in Duncanville's diverse cultural heritage.
- **Public Art Integration:** Development of a robust public art program integrated with capital projects and public infrastructure improvements as guided by the Arts Commission.
- **Infrastructure Improvements:** The City of Duncanville is already in consideration for walkability grants through the Texas Department of Transportation with possible construction work to begin in 2028. These enhancements would directly contribute to and support the walkability required of an expanded cultural district.
- **Historic Preservation:** Adaptive reuse and preservation strategies for significant community sites that speak to Duncanville's past as a historic railroad town and evolving as a majority-minority, culturally rich community.
- **Event & Programming Framework:** Regularly scheduled events (e.g., Bloomfest, Juneteenth, Ella Fair, Hispanic Heritage programs, Independence Day events) embedded into the annual city calendar with logistical and fiscal support from city departments.
- **Cross-Departmental Collaboration:** Ensuring that city departments—planning, parks and recreation, economic development, and communications—work in tandem to amplify district activities and stakeholder participation.
- **Community Development Strategies:** Using arts as a mechanism to support small businesses, promote neighborhood revitalization, and increase resident engagement.

Community and Organizational Maturity

Phase 3 marks the cultural district's transition from a start-up concept to a **mature community asset**. Key benchmarks of this maturity include:

- The launch of a **new nonprofit partner** responsible for private fundraising, sponsorship development, and artist support outside the city's general fund.
- The full activation of the **Steering Committee**, which coordinates cross-sector strategies involving zoning, infrastructure planning, and district governance.
- Growth and formalization of the **Arts Fund**, enabling year-over-year sustainability and leveraging Hotel Occupancy Tax (HOT) allocations.
- Institutionalized partnerships between the **DCEDC**, local schools, business leaders, and cultural stakeholders to drive economic outcomes through creative industries.
- Continued leadership and programmatic oversight from the **Arts Commission**.

Foundation for Future Designation – Application-Ready Readiness

By the conclusion of Phase 3, the Armstrong Park Cultural District will have implemented the majority of the required elements for TCA designation, including:

- A clearly defined boundary
- Sustained cultural programming and community participation
- A governing framework (Arts Commission, Steering Committee, nonprofit partner)
- Economic development integration
- Marketing, branding, and signage
- Documentation of historical assets and artistic contributions
- Measurable outcomes in community engagement and tourism

The district will be fully functional, visible, and widely supported. The **formal application to TCA will be a capstone, not a starting point**.

PHASE 4: APPLICATION TO THE TEXAS COMMISSION ON THE ARTS

Phase 4 represents the City of Duncanville's pursuit of **state-level recognition** through the **Texas Commission on the Arts (TCA) Cultural District Designation Program**.

The decision to apply for this designation will be made only after the successful completion of Phase 3, when the Armstrong Park Cultural District has become a fully operational and celebrated local asset.

Strategic Rationale for TCA Designation

While Phase 3 ensures that Duncanville reaps substantial community and economic benefits from a functioning cultural district, Phase 4 positions the city to:

- **Access new state-level funding** sources available exclusively to TCA-designated districts
- **Elevate visibility and tourism** across the Dallas–Fort Worth region and beyond
- **Attract cultural investors**, artists, and institutions seeking to locate within recognized districts
- **Enhance civic pride and reinforce Duncanville’s identity** as an inclusive, creative, and vibrant community

Requirements for Application

As outlined in the [TCA Cultural District Designation Form](#), the following elements must be submitted with the application:

1. **Description of the District’s Identity** – What makes it unique, authentic, and worthy of designation
2. **Organizational Structure & Leadership** – Including the Arts Commission, Steering Committee, and nonprofit partner
3. **Evidence of Cultural and Creative Assets** – Including artists, venues, events, and programming
4. **Map and Boundary Definitions** – Already established in Phase 1
5. **Marketing, Branding & Promotion Plan** – Documented outreach, signage, and online visibility
6. **Community Engagement** – Demonstrated through festivals, events, and collaborative governance
7. **Sustainability Plan** – Long-term vision for operations, fundraising, and community participation
8. **Letters of Support** – From elected officials, community leaders, institutions, and residents
9. **Documentation of Outcomes** – Economic impact, tourism figures, participant numbers, and media reach

Timeline and Governance

The City Council, upon recommendation of the Steering Committee, will authorize the submission of the official cultural district application by resolution once it determines that all readiness criteria established by the Texas Commission on the Arts (TCA) have been satisfied.

To support this effort, the City will facilitate the creation of a **Cultural District Management Entity (CDME)**—a designated body responsible for overseeing the long-term coordination, programming, branding, evaluation, and sustainability of the Armstrong Park Cultural District. The CDME may operate as a stand-alone nonprofit or be housed within a qualified partner organization, and will play a central role in ensuring the district meets and maintains TCA standards.

In preparation for application submission, a **Cultural District Application Task Force** may also be formed to coordinate specific application efforts. This task force may include:

- City staff
- Steering Committee members
- Arts Commission members
- DCEDC representatives
- Nonprofit partner leadership
- Community volunteers

The task force will be responsible for gathering data, preparing narratives, and ensuring compliance with TCA requirements.

Maintaining Designation

Once designated, the Armstrong Park Cultural District will be responsible for submitting **annual activity reports to TCA** to maintain its status. These reports will include:

- Programming and events
- Economic and tourism outcomes
- Updates on partnerships and strategic initiatives
- Evaluation metrics linked to the Duncanville 2040 goals

Conclusion

The Armstrong Park Cultural District is not just a geographical designation—it is a living, evolving expression of Duncanville’s identity, values, and future. More than a collection of events or a location on a map, it represents our community’s commitment to fostering

a thriving cultural ecosystem that reflects who we are and what we aspire to become.

Through the successful implementation of Phase 1 and the ongoing work in Phase 2, Duncanville has laid a strong structural, cultural, and governance foundation for sustainable growth in the arts. These efforts are not about meeting checklists for future designation—they are about building something real and lasting. The City's work is intentionally cultivating a vibrant cultural district that is resilient, inclusive, and deeply aligned with the broader goals of Duncanville 2040.

Our new Comprehensive Plan reinforces this commitment by integrating arts and culture as core strategies—not isolated programs—for achieving economic development, civic pride, educational enrichment, tourism, and neighborhood revitalization. Even without formal recognition from the Texas Commission on the Arts (TCA), Armstrong Park is already functioning as a cultural district in every meaningful sense. By the time the City considers applying for official designation in Phase 4, the essential elements—governance, programming, funding, branding, and sustained community engagement—will be well-established and delivering measurable results.

A key part of this district's success lies in its embrace of **public art**—creative works intentionally designed for public spaces and freely accessible to everyone. Public art includes sculptures, murals, mosaics, installations, digital works, performances, and temporary or interactive exhibitions. These artworks transform everyday spaces—parks, sidewalks, civic buildings, plazas—into places of inspiration, identity, and connection.

Public art strengthens the cultural fabric of Duncanville. It promotes inclusivity, tells our shared stories, celebrates heritage, encourages public dialogue, and brings art into daily life. Whether large or small, permanent or temporary, each piece contributes to a stronger sense of place and community pride. These projects often emerge from meaningful collaboration between artists and local residents, ensuring authenticity and relevance to our city's character.

The Armstrong Park Cultural District embodies public-private collaboration, shared leadership, and a deeply rooted community vision. It amplifies the voices of residents, supports working artists, encourages innovation, and honors the legacy that defines Duncanville. This district affirms our belief that **arts and culture are not side projects—they are catalysts for progress.**

Armstrong Park is not only where our cultural story is told—it is where Duncanville's future takes shape.

RESOLUTION NO. 2025-423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ESTABLISHMENT OF A CULTURAL DISTRICT IN DUNCANVILLE, AND THE ESTABLISHMENT OF A STEERING COMMITTEE, AND BOUNDARIES OF THE CULTURAL DISTRICT.

WHEREAS, the City of Duncanville recognizes the importance of establishing a cultural district to enhance community engagement, promote economic development, encourage tourism, and celebrate the arts and culture as essential components of the city's identity; and

WHEREAS, the Texas Commission on the Arts provides a framework and recommendations for the establishment and successful operation of cultural districts within the State of Texas; and

WHEREAS, the City Council of Duncanville acknowledges the need for a structured approach to develop and manage the proposed cultural district, ensuring representation from a wide array of stakeholders including City boards, commissions, staff, City Council members, business representatives, developers, state representatives, and community members;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. *Creation of the Steering Committee:*

The City of Duncanville hereby establishes the Cultural District Steering Committee to oversee the development and implementation of the cultural district in accordance with the structure recommended by the Texas Commission on the Arts.

SECTION 2. *Name and Boundaries of the Cultural District:*

- o The cultural district shall be named the Armstrong Park Cultural District.
- o The boundaries of the cultural district shall encompass as depicted in 'Exhibit A', which is attached hereto and incorporated herein, with consideration for future expansion as opportunities arise and as deemed appropriate by the Steering Committee and the Duncanville City Council.

SECTION 3. *Membership and Appointments:*

- o The Steering Committee shall consist of representatives from City boards and commissions, City staff, members of the City Council, local businesses, property developers, state representatives, and community members.

- o The City Council shall appoint a Chair. The Chair shall oversee the organization of subcommittees and coordinate the work of the Steering Committee.

SECTION 4. *Committee Responsibilities:*

- o The Steering Committee shall establish subcommittees, as recommended by the Texas Commission on the Arts, to focus on key areas of cultural district development:
 - **Organization Committee:** For governance and structural planning.
 - **Marketing Committee:** To promote and raise awareness of the cultural district.
 - **Cultural Resources Committee:** To identify and enhance existing cultural assets.
 - **Design Committee:** To plan and improve the physical and visual elements of the district.
 - **Business Development Committee:** To foster partnerships and support economic growth within the district.
- o An **Events Committee** shall also be created under the *Marketing Committee* to organize cultural events and activities.

SECTION 5. *Implementation and Reporting:*

- o The Chair, in collaboration with the Steering Committee, shall develop a detailed structure and timeline for the cultural district's establishment.
- o The Steering Committee shall provide regular updates and recommendations to the City Council on the progress of the cultural district development.

SECTION 6. *Dissolution of the Steering Committee:*

- o The Steering Committee shall remain in place until one of the following occurs:
 - The designation of the Armstrong Park Cultural District by the Texas Commission on the Arts is achieved.
 - The City Council decides to dissolve the Steering Committee at its discretion.
- o Upon the conclusion of its work, the Steering Committee may make formal recommendations to the City Council for the establishment of a permanent cultural district management entity or other organizations to continue the work of managing, sustaining, and growing the cultural district.

SECTION 7. *Community Engagement:*

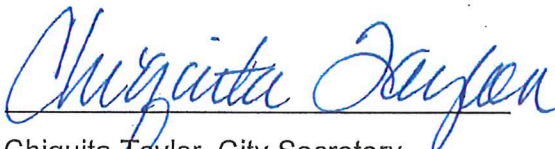
The Steering Committee shall prioritize inclusive community engagement, ensuring the cultural district reflects the diverse voices and needs of the Duncanville community.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:


Greg Contreras, Mayor

ATTEST:


Chiquita Taylor, City Secretary

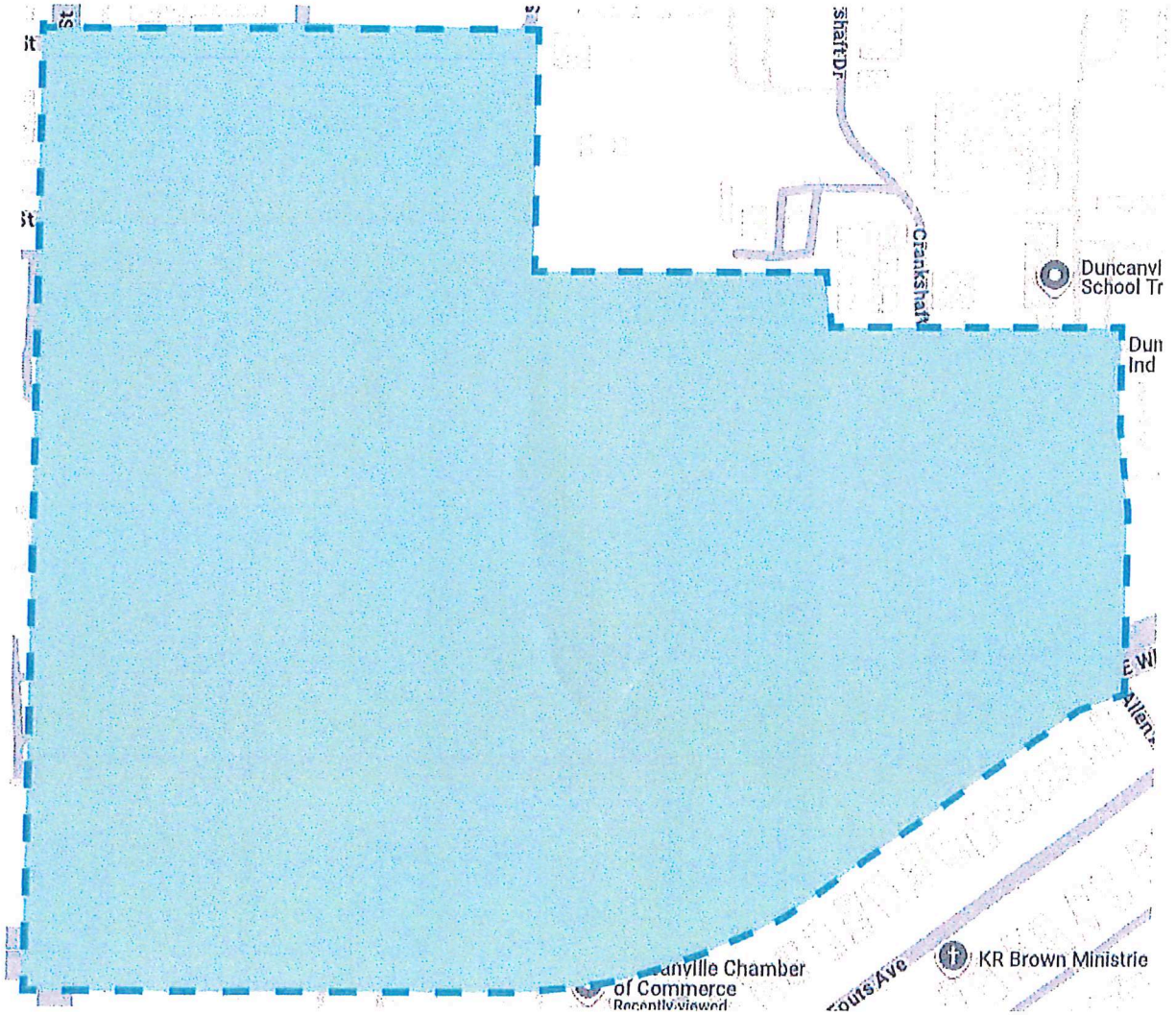
APPROVED AS TO FORM:


Robert E. Hager, City Attorney



Armstrong Park Cultural District

Duncanville, Texas





Armstrong Park Cultural District Steering Committee Charter

The following charter formally establishes the purpose, authority, membership, and responsibilities of the Cultural District Steering Committee for the Armstrong Park Cultural District, as mandated by the Duncanville City Council.

I. Authority and Establishment

Name: The Steering Committee shall be named the **Cultural District Steering Committee**.

Authority: The Cultural District Steering Committee is formally established by the City of Duncanville through **Resolution No. 2025-423**, adopted by the Duncanville City Council on February 4, 2025. This establishment is in accordance with the structure recommended by the Texas Commission on the Arts (TCA).

Context: The Committee is established during Phase 2 of the Cultural District development, titled Strategic Planning & Steering Committee Formation, which is currently in progress.

II. Purpose and Scope

Mission: The Steering Committee is formally established to **oversee the development and implementation of the cultural district**. It is tasked with leading the long-range planning efforts necessary to expand the cultural district's boundaries and integrate additional components aligned with TCA requirements and best practices.

Core Responsibilities (Strategic Planning and Governance Oversight): The Steering Committee provides **strategic planning and governance oversight**. Specific duties include:

1. **Expansion and Zoning:** Leading strategic planning efforts, including the consideration of expanded boundaries and zoning updates. This involves the initial consideration of district overlays and comprehensive analysis of current zoning and land use regulations.



2. **Integration and Alignment:** Ensuring the alignment of the district's vision and infrastructure with the **Duncanville 2040 Comprehensive Plan**. The Committee ensures that the district is integrated successfully into the City's long-term roadmap.

3. **Groundwork for TCA Designation:** Evaluating opportunities for potential expansion, strategic zoning improvements, and laying the groundwork for application to the Texas Commission on the Arts (TCA) for state cultural district designation.

4. **Coordination:** Overseeing expansion planning and stakeholder coordination.

5. **Community Engagement:** Prioritizing **inclusive community engagement**, ensuring the cultural district reflects the diverse voices and needs of the Duncanville community.

III. Membership and Leadership

Membership: The Steering Committee shall consist of a broadly representative body including but not limited to:

- Representative(s) from City Council
- City staff from relevant departments
- Representatives from various boards and commissions (e.g., Planning & Zoning, Parks & Recreation, Economic Development).
- Arts and culture leaders.
- Local businesses and property developers.
- Residents and community advocates/community members.

Chair Appointment and Role: The Steering Committee shall be chaired by an individual appointed by the City Council.

The Chair is specifically tasked with:

- Overseeing the organization of subcommittees.
- Coordinating the work across the Steering Committee, community partners, and city administration.



- Ensuring progress aligns with both community goals and the technical requirements necessary for district expansion.
- Developing a detailed structure and timeline for the cultural district's establishment (in collaboration with the Steering Committee).

Collaboration: The need for the Steering Committee and its Chair to **work in tandem with city administration is critical** for achieving implementation goals. This collaboration ensures necessary regulatory, infrastructure, and cross-departmental alignment.

IV. Subcommittee Structure

The Steering Committee shall establish subcommittees, as recommended by the Texas Commission on the Arts, to focus on key areas of cultural district development. These subcommittees include:

1. **Organization Committee:** Focused on governance and structural planning.
2. **Marketing Committee:** Dedicated to promoting and raising awareness of the cultural district.
3. **Cultural Resources Committee:** Responsible for identifying and enhancing existing cultural assets.
4. **Design Committee:** Responsible for planning and improving the physical and visual elements of the district.
5. **Business Development Committee:** Designed to foster partnerships and support economic growth within the district.

Additional Committee: An **Events Committee** shall also be created under the Marketing Committee to organize cultural events and activities.

V. Implementation, Reporting, and Dissolution

Reporting Requirements:



1. The Steering Committee shall provide **regular updates and recommendations to the City Council** on the progress of cultural district development.
2. Zoning and boundary recommendations developed during Phase 2 will be **coordinated closely with the Planning & Zoning Commission and the City Council** for potential action.
3. The City Council, upon recommendation of the Steering Committee, will authorize the submission of the official TCA cultural district application by resolution.

Dissolution of the Committee: The Steering Committee shall remain in place until one of the following occurs:

1. The designation of the Armstrong Park Cultural District by the Texas Commission on the Arts is achieved.
2. The City Council decides to dissolve the Steering Committee at its discretion.

Succession Planning: Upon the conclusion of its work, the Steering Committee may make formal recommendations to the City Council for the establishment of a permanent cultural district management entity or other organizations to continue the work of managing, sustaining, and growing the cultural district. This potential entity is referred to as the Cultural District Management Entity (CDME).



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Briefing on 730 E. IH-20 — List of Non-Permitted Uses

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

This item is a follow-up to the presentation and packet materials provided to the City Council at the November 4 meeting regarding the Purchase and Sale Agreement (PSA) with KKMD Investments, LLC for the sale and redevelopment of the City-owned property located at 730 E. IH-20 for a nationally branded hotel. At that meeting, Council received the developer's required submittals, including the Development Plan, the hotel brand and operator commitment, the conceptual site plan, the project schedule, and the feasibility documentation. During the discussion, several Councilmembers asked questions regarding the list of permitted and non-permitted (restricted) uses incorporated into the PSA. These use restrictions were included to protect the City's redevelopment objectives for the IH-20 corridor and to ensure the property is not later developed or sold for a use that is inconsistent with Council's intent or the commitments made by the developer during negotiations. The non-permitted uses in the PSA prohibit low-intensity, undesirable, or incompatible activities — such as auto repair, warehousing, industrial operations, truck stops, and non-branded or extended stay lodging — to preserve the value and marketability of the corridor and to reinforce the City's vision as outlined in the Comprehensive Plan and economic development strategy.

The purpose of the November 18 work session is to allow Council to review and discuss

the list of permitted and restricted uses and to receive clarification on how these terms will be enforced after closing. The PSA restricts the developer, and any future assignee, from using the site for any non-permitted uses, and these restrictions run with the land, providing the City with ongoing protection even after property conveyance. No action is required during the work session. However, staff is seeking confirmation that the list of non-permitted uses accurately reflects Council's expectations and redevelopment intent before proceeding to closing under the PSA timeline. Staff will incorporate Council's direction and, if necessary, coordinate with legal counsel and the developer to ensure alignment before executing the closing documents.

POLICY EXPLANATION:

The inclusion of permitted and restricted uses in the Purchase and Sale Agreement aligns with the City's adopted economic development goals and land-use policies. The Duncanville 2040 Comprehensive Plan identifies the IH-20 corridor as a priority area for commercial redevelopment, emphasizing higher-quality development, hotel and hospitality uses, and uses that strengthen the City's tax base and community image. The restriction of specific uses in the PSA, such as industrial, warehousing, automotive-related, and non-branded lodging, ensures that redevelopment of the property remains consistent with the City's long-term vision, prevents incompatible or undesirable land uses on a major corridor, and safeguards public investment. Under the City's authority to dispose of publicly owned land for economic development purposes, Council may establish conditions on future use of the property to ensure that it produces an economic and community benefit.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

City Council 11.18.25 - Toyota Property Slides, First Amendment for the PSA with KKMD - Executed, KKMD Investments Incentive Agreement_02.18.2025



730 E. IH-20 – TOYOTA PROPERTY

NOVEMBER 18, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Toyota Property – 730 E IH 20

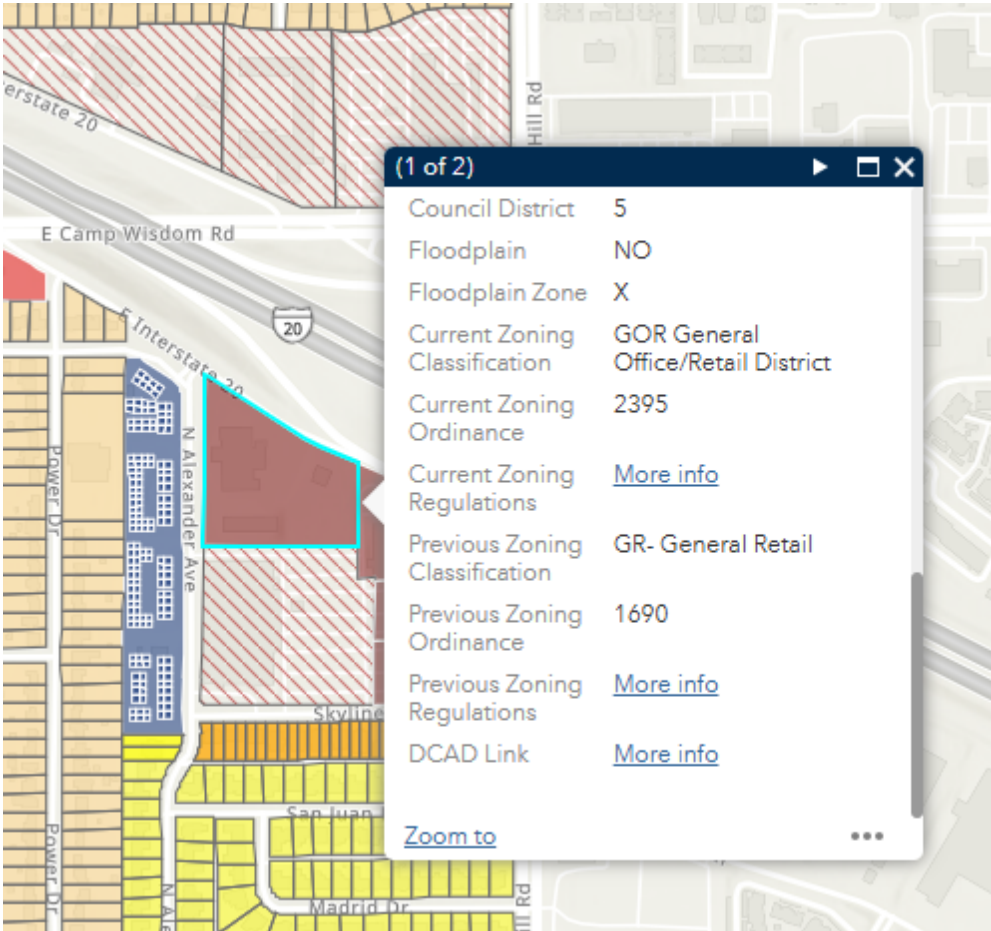
AERIEL VIEW



FRONT VIEW



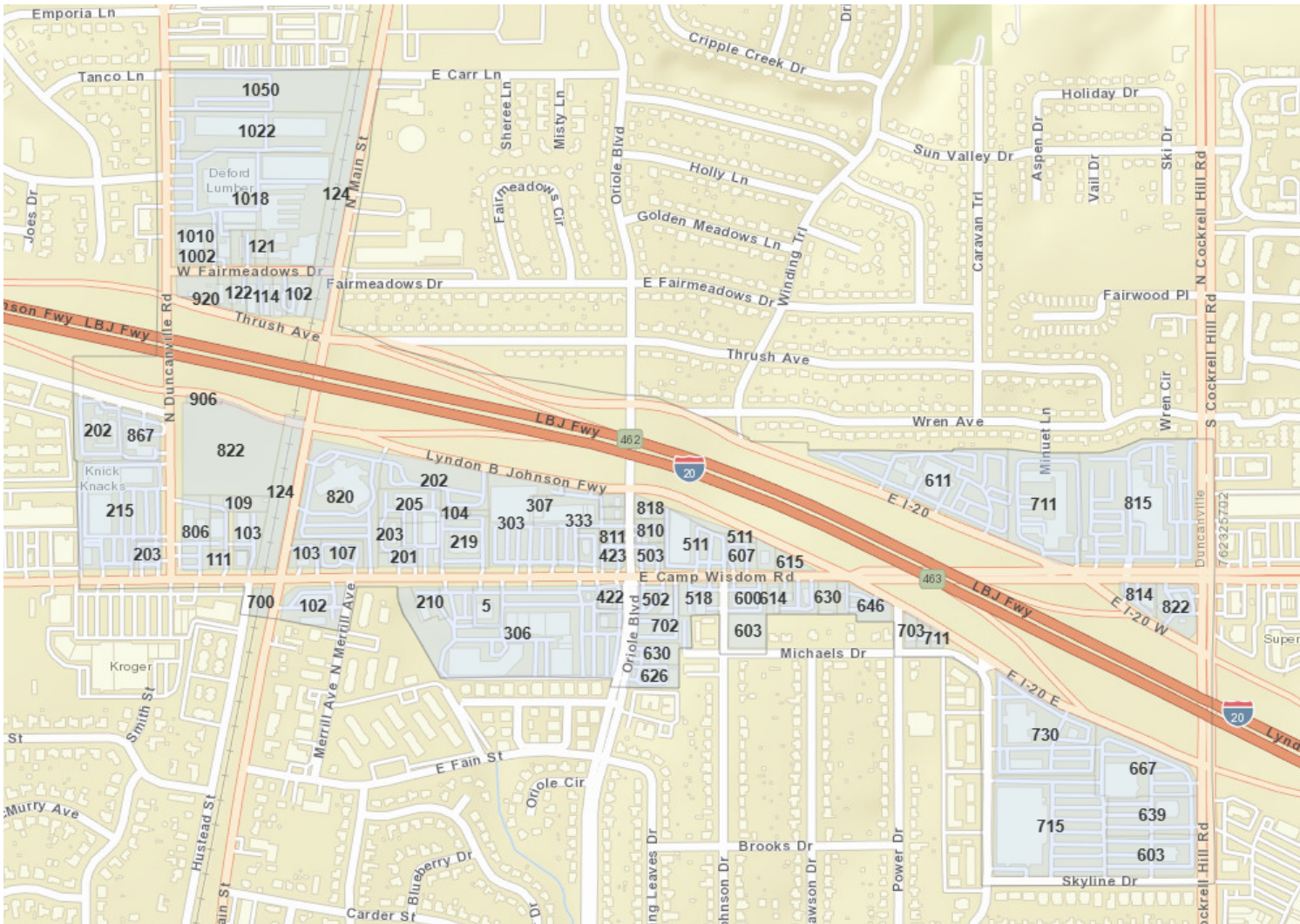
Current Zoning Classification



The screenshot shows a map of a city area with various colored zoning districts. A red-shaded parcel is highlighted with a blue border. An information popup window is open over this parcel, displaying the following details:

(1 of 2)	
Council District	5
Floodplain	NO
Floodplain Zone	X
Current Zoning Classification	GOR General Office/Retail District
Current Zoning Ordinance	2395
Current Zoning Regulations	More info
Previous Zoning Classification	GR- General Retail
Previous Zoning Ordinance	1690
Previous Zoning Regulations	More info
DCAD Link	More info
Zoom to	

Tax Increment Financing (TIF) District



November 2036 (Expire)

PSA Key Terms



Purchase Price: \$1,020,000



Earnest Money: \$25,000 (non-refundable after inspection period) + \$10,000 (30-day extension)



Inspection Period: Now Completed



Closing: Within 30-days after City Council approval



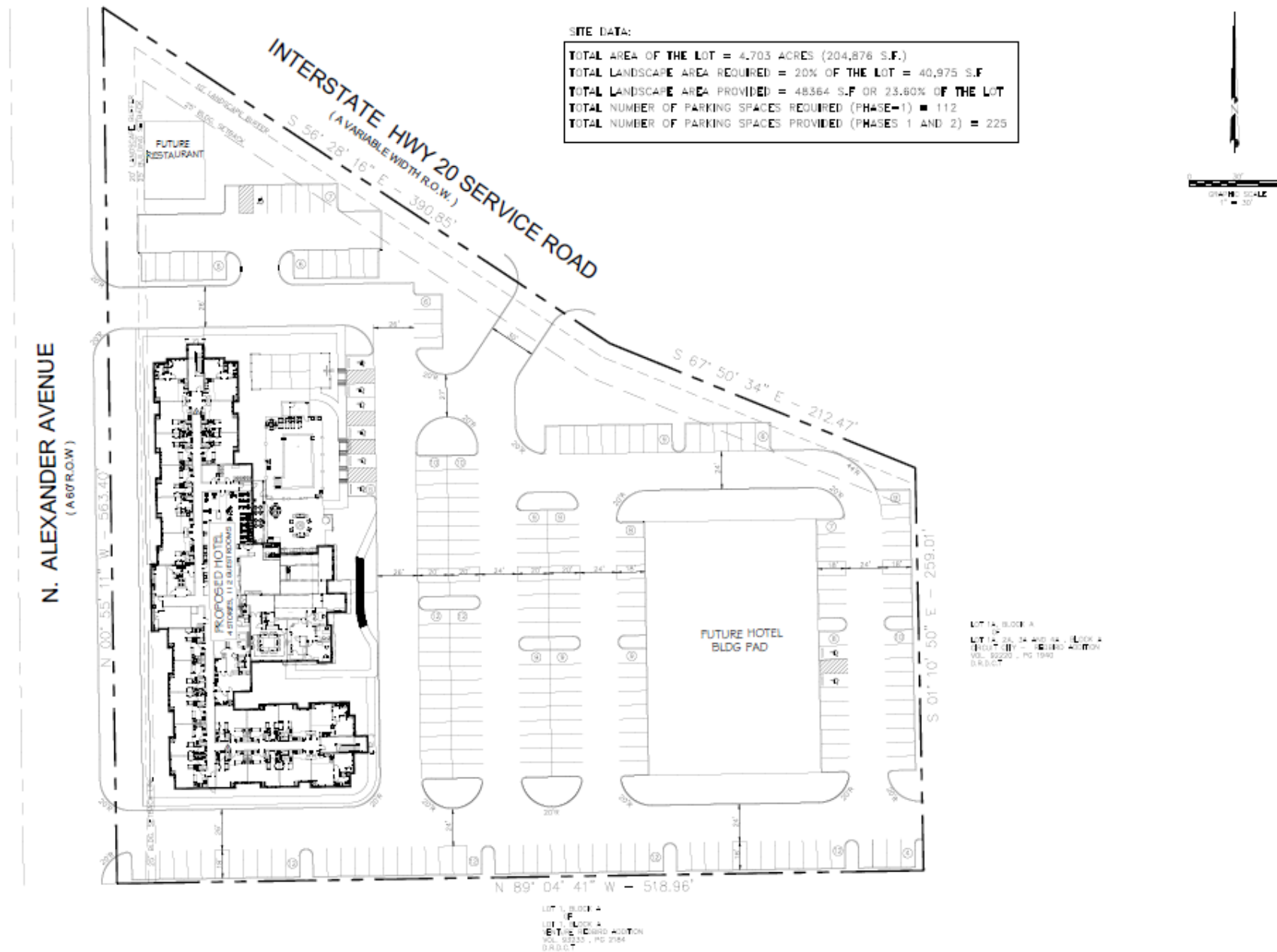
Primary Condition: Development of a nationally branded hotel consistent with submitted plans

Developer Submittals (Post-Inspection)

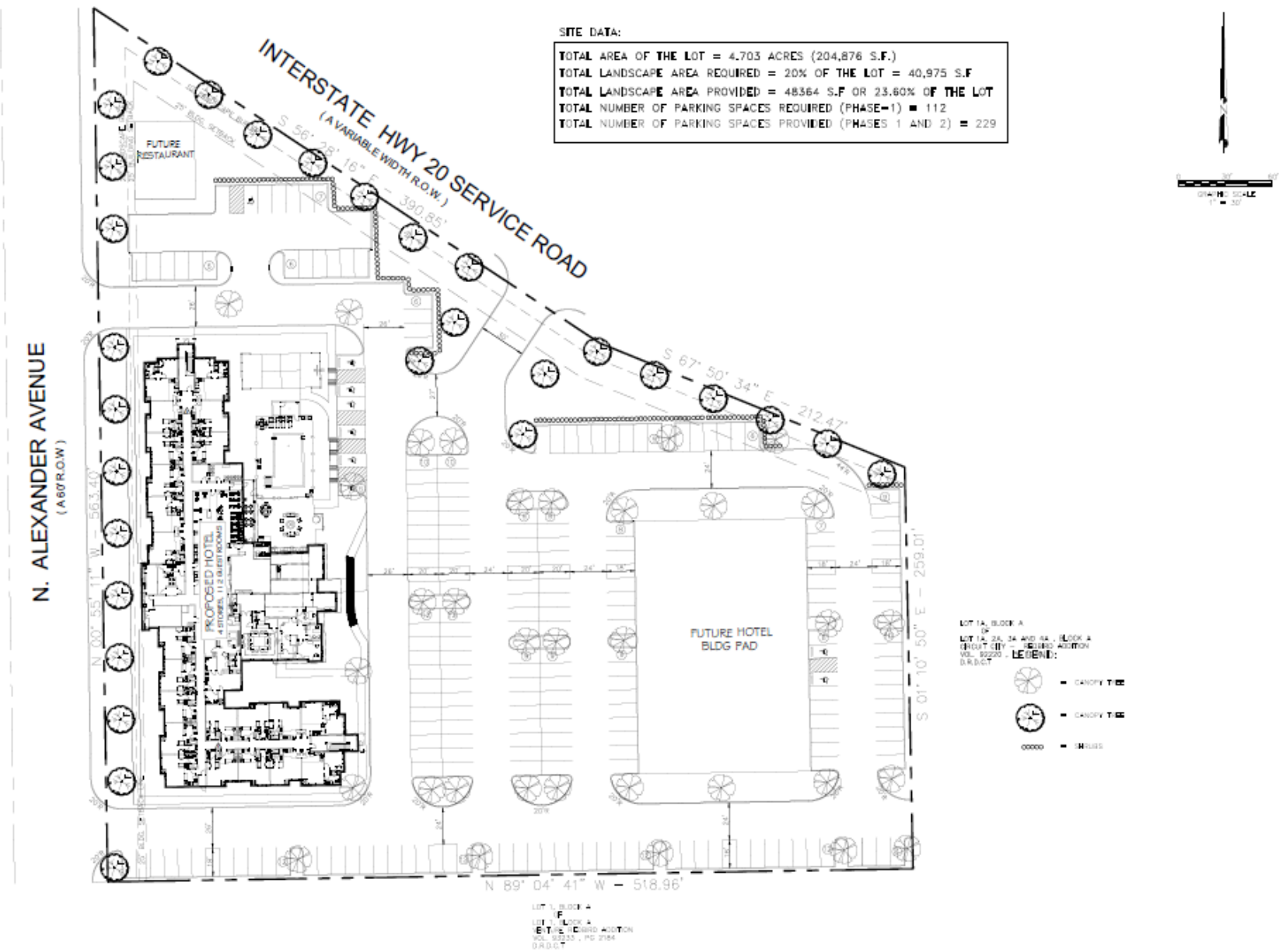
- Pursuant to the PSA, KKMD Investments, LLC submitted:
 - Development Plan for a branded hotel
 - Confirmation of hotel brand/flag and operator commitment
 - Conceptual Site Plan with building elevations and access points
 - Construction and completion timeline
 - Financial and feasibility documentation demonstrating project viability

EXECUTED VERSION Residence INN[®] BY MARRIOTT RESIDENCE INN BY MARRIOTT FRANCHISE AGREEMENT FRANCHISOR: MIF, L.L.C. FRANCHISEE: KKMD INVESTMENTS LLC LOCATION: THE SOUTHEAST QUADRANT OF INTERSTATE 20 FRONTAGE ROAD AND NORTH ALEXANDER AVENUE, DUNCANVILLE, TEXAS 75116 DATE: May 21, 2025	FRANCHISOR: MIF, L.L.C. By: Marriott International, Inc. Its: Sole Member By: <u>Loren Nalewanski</u> (SEAL) Name: Loren Nalewanski Title: Managing Vice President, Franchising U.S. FRANCHISEE: KKMD INVESTMENTS LLC By: <u>Darshnaben Patel</u> (SEAL) Name: Darshnaben Patel Title: Managing Member
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Conceptual Site Plan



Conceptual Landscaping Plan



Proposed Building Elevations



Construction Start Deadline: October 1, 2026

Opening Deadline: April 1, 2028



Deed Restrictions

3.310. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school
- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
- ii. sign manufacturing
- jj. auto repair
- kk. car wash
- ll. fuel station
- mm. parking lot

Projected Revenue

- HOT Funds - \$280,000 (sales volume - \$4M)
- Estimated Annual Property Tax Revenue: \$356,696 (fully assessed at \$20M)

Toyota Property – 730 E IH 20

- The city is focused on returning the subject property to productive use, which will generate sales and property tax revenue and create jobs (25-30).
- The investment will catalyze further development in the property and surrounding area.
- The proposal aligns with the city's economic development goals and objectives.

Recommended City Council Action

- Staff Recommendation:
 1. Adopt Resolution acknowledging receipt of all required PSA documentation and the Developer's commitment to proceed.
 2. Authorize the Interim City Manager to take all necessary actions to complete the sale and proceed with the closing.

THANK YOU

Any questions? Discussion.

EXHIBIT "A"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC 730 E. IH 20, DUNCANVILLE, TEXAS

This First Amendment to the Purchase and Sale Agreement (this "Amendment") is made and entered into as of the 18th day of February, 2025 (the "Effective Date"), by and between the **CITY OF DUNCANVILLE, TEXAS**, a home-rule municipality and political subdivision of the State of Texas ("Seller"), and **KKMD INVESTMENTS, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated February 18, 2025 (the "Agreement"), for the conveyance of certain real property located at 730 E. IH 20, Duncanville, Texas (the "Property"); and

WHEREAS, the Property is a significant and visible site within the City of Duncanville, and its redevelopment is anticipated to provide substantial economic and community benefits; and

WHEREAS, the parties desire to amend the Agreement to (i) extend the Inspection Period by thirty (30) calendar days and (ii) provide for an additional deposit of earnest money in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the Seller finds that providing this extension is in the best interest of the City to support the successful development of the site and to realize the anticipated public benefits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Inspection Period

The Inspection Period as set forth in Section 6 of the Agreement shall be, and hereby is, extended by thirty (30) calendar days from its original expiration date. All references in the Agreement to the "Inspection Period" shall be deemed to refer to the Inspection Period as extended by this Amendment.

2. Additional Earnest Money

Within three (3) business days after the Effective Date of this Amendment, Buyer shall deposit with the Title Company an additional earnest money payment in the amount of Ten Thousand Dollars (\$10,000.00), which shall be held, disbursed, and applied in accordance with the provisions of the Agreement.

3. No Other Amendments

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. Counterparts; Electronic Signatures

This Amendment may be executed in any number of counterparts and by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date first written above.

SELLER:

CITY OF DUNCANVILLE, TEXAS

By: Richard Abernethy

Name: Richard Abernethy

Title: Interim City Manager

BUYER:

KKMD INVESTMENTS, LLC

By: [Signature]

Name:

Title:

RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 18th day of February 2025.

APPROVED:



Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this ___ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS**, a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC**, a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS (\$10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended**, the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating

layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part

by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

3.3.10. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school

- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
- ii. sign manufacturing
- jj. auto repair
- kk. car wash
- ll. fuel station
- mm. parking lot

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") with agreed to deed restrictions as set forth herein; to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by

Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of

any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall

have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or

relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the “Legal Requirements”), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10. No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11. Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, “OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control and “OFAC List” is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a “Designated National” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Council of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the

earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the

contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with this transaction.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:

The City of Duncanville
Attn: Mike Land, City Manager
203 E Wheatland Rd
Duncanville, TX 75116

If to Buyer:

KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

With a copy to:

Nichols Jackson, LLP.
Attn: Robert E. Hager, City Attorney
500 N. Akard St.
Suite 1800
Dallas, TX 75201
Email: rhager@njdhs.com

17. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

18. Counterpart Execution; Execution by Facsimile Transmission/.PDF Format. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree

that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. **Effective Date.** The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. **Attorney's Fees.** Each Party shall be responsible for its own attorney fees and expenses.

28. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

29. **Miscellaneous.**

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following

such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service.** Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts.** If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District.** Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code or (ii) any Section 1031 exchange delay or be a condition to Closing.

31. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. **Survival.** The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: 

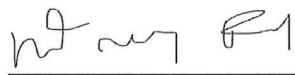
Name: Douglas E. Finch

Title: City Manager

per Reso #
2025-422

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: 

Name: Manish Patel

Title: Managing Member

EXHIBIT A
Description of the Land

BEING a tract or parcel of land situated in the Robert F. Merrill Survey, Abstract No. 883, City of Duncanville, Dallas County, Texas and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast intersection of East Interstate Highway 20 and N. Alexander Avenue;

THENCE South 56 degrees 02 minutes 30 seconds East, with the Southwest line of said East Interstate Highway 20, 391.47' to a 1/2 inch iron pipe set for corner;

THENCE continuing with the Southwest line of said East Interstate Highway 20, South 68 degrees 14 minutes 01 second East, 213.64' to a 7/8 inch iron rod found at the Northwest corner of a tract of land conveyed to Circuit Investors #2, recorded in Volume 92223 Page 3891, Deed Records, Dallas County, Texas;

THENCE South 01 degree 23 minutes 47 seconds East with the West line of said Circuit Investors Tract, 258.87' to a 1/2 inch iron rod set for corner at the Northeast corner of a tract of land conveyed to La Mexicana Tortilla Factory, Inc. recorded in Volume 2004190 Page 3261, Deed Records, Dallas County, Texas;

THENCE South 89 degrees 14 minutes 25 seconds West with the North line of said La Mexicana Tortilla Factory Tract, 520.00' to a 5/8 inch iron rod found for the Northwest corner of said La Mexicana Tortilla Factory Tract and on the East line of said N. Alexander Avenue;

THENCE North 0 degrees 57 minutes 43 seconds West with the East line of said N. Alexander Avenue, 563.66' to the PLACE OF BEGINNING and Containing 4.69 acres of land, more or less.



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of US 67, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

POLICY EXPLANATION:

FUNDING SOURCE:

ACTION ALTERNATIVES:

ATTACHMENTS:

None



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Proclamation presented to Duncanville High School for Distributive Education Clubs of America (DECA)

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

Proclamation to Duncanville High School for Distributive Education Clubs of America (DECA)

POLICY EXPLANATION:

Proclamation to Duncanville High School for Distributive Education Clubs of America (DECA)

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Proclamation - DECA Month 2025



- WHEREAS,** Distributive Education Clubs of America (DECA) have designated the month of November 2025 as "DECA Month"; and
- WHEREAS,** DECA is a student organization that prepares emerging leaders and entrepreneurs in marketing, finance, hospitality, and management in high schools and colleges; and
- WHEREAS,** Students who participate in DECA gain authentic, meaningful experiences that improve the quality of their education, increase engagement, and enable them to make informed decisions about their academic coursework and career pathways; and
- WHEREAS,** Leaders from business and industry nationwide report increasing challenges related to the skills gap and connecting qualified professionals with available careers in critical and growing fields; and
- WHEREAS,** DECA prepares students for these careers and other fulfillments by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and
- WHEREAS,** DECA ensures that students have access to resources which prepare their skills and economic growth for an evolving and competitive workforce.

THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby call upon all citizens of Duncanville and upon all civic and educational organizations to observe the month of November 2025 as

DECA MONTH

and to congratulate Duncanville High School for its robust DECA Program in the City of Duncanville. I urge all citizens to become familiar with the services and benefits offered by the Distributive Education Clubs of America Program at Duncanville High School and to support and encourage the students who work hard each year to earn 40 plus hours of community service, as well as prepare to be college and career ready by enhancing their individual skills and productivity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 18th day of November 2025.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Receive the Duncanville Public Library quarterly update from Library Systems & Services.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Hannah Olsen

Mark Rauscher

BACKGROUND/HISTORY:

In March 2025, Library Systems & Services began management of the Duncanville Public Library. Sue Considine from Library Systems & Services will be in attendance to review deliverables that have been completed, as well as give a general update.

POLICY EXPLANATION:

There will be a full PowerPoint presentation on the library policies update, the conceptual space plan, and the Community Needs Assessment plan from Library Systems & Services, as well as general updates about the Library.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Duncanville Public Library Policy Update, LibraryCommunityNeedsAssessment-DuncanvillePublicLibrary.4.22.25, 250725_Duncanville Library_Concept Draft R

Duncanville Public Library

Library Policies

Library policies are set and confirmed annually by the Duncanville City Council with advisement from the Library Advisory Board.

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1.0 Library Card Account

Every resident of Duncanville is eligible for a free library card account regardless of age.

Those who own property, own a business, work, attend school in Duncanville, or are a resident of participating reciprocal cities are also eligible for a free library card.

If you already have valid membership at another Texas library you may be eligible to receive a free Duncanville card through the TexShare program. You must present your TexShare card to Duncanville Library staff to receive borrowing privileges for 1 year. Some online resources as well as Interlibrary Loan (ILL) may not be available to TexShare patrons.

Non-Residents are eligible for a library card for an annual fee as outlined in the Fine and Fee Schedule [[Addendum A](#)]. Some online resources, as well as Interlibrary Loan (ILL), may not be available to non-resident borrowers.

1.1 Reciprocal Jurisdictions

Residents of the following jurisdictions are eligible for a free Duncanville Public Library Card.

- City of Cedar Hill
- City of DeSoto
- City of Lancaster

1.2 Library Card Guidelines

Duncanville Public Library respects its patrons' privacy by keeping gathered information confidential for more information on Patron Privacy see [Section 2.0](#).

1. Valid photo identification including current address or valid photo identification and secondary proof of current physical/employment address (such as a utility bill, lease, paystub or other piece of USPS delivered mail) are required. A P.O. Box may be used as a secondary mailing address but is not accepted as address verification. In the event of employment verification, the employment address will be placed as an additional mailing address.
2. Acceptable forms of identification include:
 - Driver's license
 - Federal, state or local government ID card
 - Passport
 - School ID card
 - U.S. Military card
 - Permanent Resident Card / Alien Registration Receipt Card
 - Consulate ID
3. Patrons must present a current ID to obtain a library card and accounts must be in good standing (i.e. not delinquent) before a card is renewed. Library Cards must be renewed every 3 years. Non-Resident cards and TexShare cards must be renewed every year.
4. Cards for Children:
 - There is no minimum age for obtaining a library card

- Parent or legal guardian must present his/her photo identification and proof of current address for cards issued to children under the age of 18 without valid photo identification. Minor's with a current photo ID, that are 16 and older can obtain a library card without parent or legal guardian.
- Parents or legal guardians are responsible for items checked out by their minor children.
- If a parent or legal guardian has a library card, the card must be in good standing.

2.0 Privacy Policy

2.1 Introduction:

Duncanville Public Library is committed to protecting the privacy and confidentiality of all users. This policy outlines how we collect, use, protect, and share personal information to ensure that Duncanville Public Library patrons can access our services without concern for their privacy.

This policy is guided by the principles of intellectual freedom, the ethics of librarianship, and applicable local, state, and federal laws. We uphold every patron's right to use the Duncanville Public Library without fear that their personal information or library usage data will be disclosed without consent, except as required by law.

By using the library's website, attending an event or program, accessing library resources, or using library technology and applications, patrons agree to this policy.

2.2 Information Collection:

The Duncanville Public Library collects only the personal information necessary to provide and improve Library services. The types of data we may collect include:

- **Library account information** – Name, address, phone number, email address, date of birth, and library card number.
- **Library transactions** – Items checked out, holds, interlibrary loan requests, overdue items, and fines.
- **Computer & Internet use** – Library card number or guest pass used to access public computers and Wi-Fi logs (IP addresses are collected but are not linked to individuals).
- **Program & event registration** – Name and contact information when registering for programs, events, and meeting/study rooms.
- **Communications with the library** – Records of inquiries or requests submitted via email, phone, or in person.
- **Website & digital services** – Cookies and usage data may be collected to enhance website functionality and digital services but do not contain personally identifiable information.

2.3 Use of Cookies and Digital Privacy

Duncanville Public Library's website and digital platforms may use cookies to improve functionality and user experience. Cookies help:

- Authenticate users for access to digital resources.
- Customize website experiences based on user preferences.
- Collect anonymous statistical data on website usage.

Users may disable cookies in their browser settings, though this may limit access to certain library services.

2.4 How the Library Uses Your Data

Personal data is used solely for library-related functions, including:

- Managing user accounts, borrowing activity, and communication about library services.
- Improving library programs, services, and website functionality.
- Complying with legal and financial obligations (e.g., overdue fines, lost items).
- Notifying patrons of upcoming programs, service changes, or account-related updates.

Duncanville Public Library does not use patron data for commercial purposes or targeted advertising.

2.5 Data Sharing & Disclosure

Duncanville Public Library does not sell, rent, or distribute personally identifiable information to third parties for marketing purposes. Personal information is only shared under the following circumstances:

- With authorized library vendors – Some third-party services, such as e-book providers and databases, require authentication. While only minimal necessary information is shared to grant access, patrons who use third-party services are subject to the privacy policies of those vendors, which may not reflect the policy of Duncanville Public Library.
- By legal requirement – If compelled by subpoena, warrant, court order, or other legally binding request, the library may be required to disclose personal information. We will consult legal counsel before compliance and, where legally allowed, will notify affected patrons.
- To protect library property & safety – In cases of suspected fraud, threats, or illegal activities, the library may cooperate with law enforcement while ensuring compliance with applicable privacy laws.

2.6 Data Security Measures

The library takes reasonable steps to ensure data security, including:

- Encrypting and protecting personal information stored in digital systems.
- Limiting access to patron data to authorized staff members only.
- Regularly purging or anonymizing old records that are no longer needed.

- Implementing strong password protections and secure access controls.

Despite these efforts, Duncanville Public Library cannot guarantee absolute security. Users should take precautions when using public computers or unsecured networks. Cardholders should inform the library immediately if their library card is lost or stolen, or they believe their card or card number is being used without permission.

2.7 Third Party Vendors

Duncanville Public Library uses third-party providers and technology to deliver services and content such as databases, streaming media collections, eBooks and eAudiobooks, and communication about library programs, services and patron accounts. The library makes a reasonable effort to ensure that vendors conform to Duncanville Public Library Privacy Policy and will share information only as necessary to provide service on behalf of the library. However, patrons should be aware that they may be providing personal information directly to a third party and that the use of their information is governed by the policies and terms of service of the vendor.

- Third party vendors may collect and disclose patron information, including:
- Personally identifiable information that is provided when registering for the site or service, providing feedback or suggestions, or creating shared content
- Other information that could be used to identify patrons, such as IP address, search history, location-based data and device ID
- Non-personally identifiable information, including ad and page views, browser information, cookie data, analytics, date/time of request, demographic data, and hardware/software type
- Other information as described in the vendor's privacy policy and terms of service

By using these services, patrons acknowledge that Duncanville Public Library is not responsible for how third parties collect and use their personal information. Patrons may always choose not to use third-party vendors or services if they do not accept their policies or terms of service.

2.8 Privacy & Minors

Duncanville Public Library respects the privacy and confidentiality of all library users, regardless of age. Parents or guardians may access a minor's borrowing records only if they provide the child's library card or account credentials, show the parent/guardian's ID, and the child must be present and give their verbal consent for their parent to access their records. The library does not knowingly collect or share information about minors without consent.

2.9 Retention of Records

Duncanville Public Library retains records only for as long as needed for operational purposes. Borrowing history is stored. Other personal information, such as account details and fines, is retained only as necessary for account management and legal compliance.

2.10 User Rights: Access, Correction, and Deletion of Personal Data

Duncanville Public Library patrons have the right to access their personal information and request updates, corrections and deletions, subject to legal and financial record-keeping requirements. Patrons can do this by:

- Logging into their account online.
- Calling the library at 972-780-5050.
- Emailing the library at Duncanvillepl@duncanville.com.
- Visiting the library and speaking to staff.

2.11 Law Enforcement & Government Requests

Library records are confidential. Duncanville Public Library will not disclose information about a patron's use of Library resources unless:

- Required by a valid legal order from a court with proper jurisdiction.
- There is a substantiated emergency involving immediate threats to life or safety.

All law enforcement inquiries must be directed to Library Director

2.12 Changes to This Privacy Policy

This policy may be updated periodically. Any significant changes will be posted on the Library's website, and patrons will be notified where appropriate.

2.13 Contact Information

For questions or concerns about this Privacy Policy, contact:

Duncanville Public Library

201 James Collins Blvd, Duncanville, TX, 75116

Phone: 972-780-5050

Email: Duncanvillepl@duncanville.com

Website:

https://www.duncanvilletx.gov/residents/education/duncanville_public_library

3.0 Library Rules of Conduct

The Duncanville Public Library strives to provide a welcoming environment for all Library patrons. The following Rules of Conduct are meant to ensure that the Library is a safe and enjoyable place. Library staff shall have the right to contact the proper authorities and ask individuals to leave the Library when individuals are in violation of these rules. Violation of Library policies or any unlawful behavior may result in the loss of Library privileges.

The following are prohibited in Library facilities and program spaces:

1. Damage, destruction, or theft of Library or personal property.
2. Abusive, threatening, or intimidating language.
3. Conduct that disturbs or endangers Library patrons, staff, or volunteers.
4. Conduct that hinders others from using Library space, equipment, or materials.

5. Interference with an employee's performance of his/her duties or a patron's use of the Library. Such behavior includes but is not limited to verbal abuse, intimidation, and harassment based on membership in a class protected by the U.S. Constitution (e.g., sex, race, religion) or in violation of other federal or Texas law. Examples include sexual harassment and harassment or intimidation of individuals because of their group affiliation.
6. Sleeping.
7. Selling or solicitation, with the exception of certain Library-sponsored events.
8. Smoking, including e-cigarettes, or tobacco use in any form.
9. Open containers of alcoholic beverages.
10. Being under the influence of alcohol or illegal substances.
11. Consuming food or open drinks outside of designated areas. Covered drinks and small snacks are allowed throughout the library, patrons must dispose of any trash and clean up any mess prior to leaving the library.
12. Leaving bags or personal items unattended.
13. Any use of computers or Internet access that interferes with the activities of the Library or its network, or is in violation of federal, state, or local laws.

The following must be observed at all times:

- Appropriate attire, including but not limited to shoes and a shirt, must be worn at all times.
- Modes of transport (e.g., bicycles, scooters, etc.) must be left outside. The Library is not responsible for the loss, theft, or damage of such items.

In addition, please be aware:

- The Library is not responsible for personal items that are lost, stolen, or damaged on Library premises.
- Animals are not permitted inside Library facilities with the exception of service animals on duty or in training, as defined in the Americans with Disabilities Act, and animals that are part of library-approved events.
- Library staff reserves the right to contact the appropriate authorities when children are left unattended, do not observe the Rules of Conduct, or are in distress (see Safe Children policy below).
- Library staff may ask any patron to leave when he/she is in violation of the Rules of Conduct. Library staff may contact the appropriate authorities if a patron refuses to leave when asked.
- Violation of any of these Rules of Conduct may result in the patron's Library privileges being modified, suspended, or revoked, removal of the patron from the building, or criminal prosecution if the conduct constitutes a violation of federal law, state law, or local law. Examples of actions taken for violations of these Rules of Procedure include but are not limited to:
 - Abusive, threatening, or intimidating language – being asked to leave for the day.
 - Repeatedly leaving personal items unattended in a study room for extended periods of time as to interfere with access to such room by other patrons – losing study room privileges.
 - Leaving library laptops unattended or losing library laptops – losing laptop privileges.

- Severe violations, repeat or similar offenses, or disregard of instructions from Library staff may result in a trespass notice issued by the Duncanville Police Department.

Exceptions to these Rules of Conduct may be granted at the discretion of the Library Director or designee.

3.1 Request for Reconsideration of Modification, Suspension, or Revocation of Library Privileges

A patron who has had his/her Library privileges modified, suspended, or revoked will receive a determination letter. Any modification, suspension, or revocation of library privileges will be upheld through the appeal process. Any appeal of a decision to modify, suspend, or revoke a patron's Library privileges must use the following procedure:

1. The patron must submit a written request for reconsideration, together with any applicable supporting documentation, to the Library Director within ten (10) days following the date of the determination letter.
2. After review, the Library Director will communicate, in writing, a decision to uphold, modify, or overturn the original decision, including the reason for such decision, to the patron who initiated the request for reconsideration within fifteen (15) days following receipt of the request for consideration.
3. If the patron who initiated the request is not satisfied with the Library Director's decision, he/she can appeal the decision to the City of Duncanville within ten (10) days following the date of the written response.
4. The City will review the request and any supporting documentation relating to the Library Director's decision and decide within thirty (30) days following receipt of the appeal to uphold, modify, or overturn the Library Director's decision.
5. The patron will be notified in writing of the City's decision within fifteen (15) days following such decision.
6. The City decision regarding the request for reconsideration shall be final and shall constitute an exhaustion of a patron's administrative remedies.
7. A patron whose Library privileges have been revoked must schedule a meeting with the Library Director or designee prior to resumption of any Library privileges. The purpose of the meeting will be to review these Rules of Conduct to ensure future compliance.

4.0 Safe Children

The Duncanville Public Library welcomes children. Library staff members are trained to help children with library materials and services. We want to provide a safe and appropriate environment for all library users. However, our library is a public building. The library does not have facilities or staffing to provide childcare and childcare is not the library's role.

Parents and caregivers are responsible for the safety, comfort and conduct of their children while in the library. Children under the age of eleven (11) must be supervised by a responsible person sixteen (16) years of age or older.

Library staff members will take the actions outlined below in these or similar situations:

- A child is alone and frightened or crying in the library
- A child is alone and doing something dangerous, or another person in the library seems to be a danger to the child
- A child is alone and is not following the library rules
- No caregiver comes to pick up a child under the age of sixteen (16) within 15 minutes of closing time
- Any child under the age of eleven (11) is alone in the library

Library staff members will evaluate the situation and attempt to contact the child's parent or guardian. If staff cannot reach the parent or guardian, they will place the child in the care of the appropriate local law enforcement agency. Library staff cannot transport children for any reason.

5.0 Materials Selection Policy

5.1 Collection Development

The goal of the Duncanville Public Library (the "Library") is to provide the citizens of Duncanville with a range of materials in a variety of print and non-print formats to meet their informational, cultural, educational, and recreational needs and interests.

To meet this goal, the Library has developed procedures for selecting, evaluating, re-evaluating, and withdrawing materials. These procedures are intended to ensure that the collection reflects all points of view on current and historical issues, and that materials are available in diverse media formats.

The Library endeavors to provide a range of opinions, majority and minority, on all subjects, and does not exclude materials based on the author's or producer's point of view. The Library also attempts to avoid collections that reflect inordinate responsiveness to a single point of view.

Individual use of Library materials is a private and personal matter. All citizens are free to reject for themselves materials of which they may disapprove; no citizen may restrict the freedom of use and access for others. Responsibility for the reading, listening, and viewing of Library materials by minors rests with their parents or legal guardians, not with Library staff. Selection of Library materials is not inhibited by the possibility that materials may come into the possession of children.

5.2 Criteria for Selection

Books and materials are selected according to intrinsic merit, subject treatment, community interest, and contribution to a balanced collection in the Library. No single standard of suitability can be applied in all cases. The volume and nature of requests for access to Library materials by members of the public is a significant factor in selection. Flexibility, open-mindedness, and responsiveness are exercised during the evaluation process. Materials are selected to present a variety of opinions on a subject and are judged as a whole rather than on isolated passages.

Additional items of consideration are user request, suitability of subject matter, cost, availability, and recognition by established reviewers. Materials are evaluated as a whole and chosen with the intent of creating a balanced collection that represents a wide array of viewpoints, attitudes, and ideas.

The Library Advisory Board endorses the American Library Association (ALA) Library Bill of Rights ([Addendum D](#)), the ALA Freedom to Read Statement ([Addendum E](#)), and the ALA Free Access to Minors Statement ([Addendum F](#)) and interprets these statements to include all Library materials regardless of format. Responsibility for the selection and removal of books and other Library materials resides with the Library Director, who may delegate that responsibility to Library staff.

5.3 Collection Development and Maintenance

The Library will evaluate its collection on a continuing basis in response to the changing nature and needs of the community. The criteria used in the selection of materials will be used in its withdrawal in addition to the CREW Method.

In order to maintain the collection in its most useful and attractive condition, the professional staff will consider for withdrawal material that is:

- No longer in demand
- Superseded by a newer edition or a more accurate resource
- In poor condition

Replacement of a withdrawn item is not automatic, the decision to replace will be based on the selection policy. When appropriate, deteriorating items will be repaired.

The Library will make every effort to transfer unneeded items in usable condition to Library support groups, local community organizations, or a library vendor specializing in discards and donations from libraries that provide revenue in return for surplus materials. Unneeded items transferred to the ownership of a Library support group may be sold to benefit Library programs and services.

5.4 Reconsideration of Materials

The Library welcomes expression of opinion by patrons about the collection or individual titles, but will be governed by this Policy in making additions and deletions.

Patrons who request the reconsideration of Library materials will be asked to put their request in writing by completing and signing the Duncanville Public Library Request for Reconsideration Form. All fields on this form must be completed and returned to library staff.

In order to request reconsideration of library materials, patrons must have a library account in good standing. Patrons can only place two (2) requests at any given time. An individual material will only be reviewed once every twelve (12) months.

After review, the Director, or designee, will communicate a decision and the reason for it, in writing, to the patron who initiated the request for reconsideration.

In the event that the patron who initiated the request is not satisfied with the decision, they can present a written appeal of the decision to the Director and the Duncanville Public Library Advisory Board. The Director and the Board will communicate a decision and the reason for it in writing.

Requests are reviewed in the order they are received; each request and appeal may take up to sixty (60) days to review but could be longer depending on the number of requests.

6.0 Circulation

6.1 Collection Usage Rules

1. Loan of materials: There is a checkout limit of fifty (50) total items per library card. Loanable materials will be automatically renewed five (5) times if there are no holds on the item and the patron's account is in good standing. The loan period for most materials is three (3) weeks. Some special collections have a limit of the number of items that can be checked out from that collection at one time.

Borrowed items will be renewed automatically on the due date, with some exceptions:

- Another user has requested it
- The item reached its maximum number of renewals
- The user's account is blocked due to fines or fees
- The item is an electronic resource, such as an ebook or eaudiobook
- The item is in a special collection

Users who have opted to receive notices will receive a courtesy message three days before the item's due date. This notice will indicate which items will be renewed and which items could not be renewed.

2. TexShare, and other eligible cards, allow patrons to check out up to five (5) items at a time.
3. Holds: Any circulating library materials may be placed on hold. When the item requested is available, the patron is notified that the material will be held for seven (7) days. Patrons may place up to twenty (20) holds per account.
4. Suspension or revocation of borrowing privileges: The Library Director may suspend or revoke borrowing privileges when fines are not paid, library material is not returned, or library policies are not followed.
5. Equipment malfunctions: The library is not responsible if a patron's equipment malfunctions when playing media borrowed from the library.
6. Library Staff: Library staff will check out all materials for personal use through circulation channels in accordance with the policies established for all library patrons.

6.2 Fines and Fees

All cardholders are responsible for materials borrowed on their card. No overdue fines are charged. The Library may impose and collect lost item fees for the infringement of the established rules and regulations and may suspend or revoke the borrowing of any book or other material by a cardholder who has failed or refused to pay any fee or to return any book or other material by the due date set by the Library.

Reminders, for materials due, are a courtesy of the library. Patrons are obligated to return their materials on time, even in the event reminder notifications are not received. If overdue items have not been returned within seven (7) days of the due date, the patron will receive a reminder notice. A second courtesy reminder notice will be sent fourteen (14) days after the due date. The patron's account will be billed a lost item fee for any material not returned for the overdue material thirty (45) days after the due date and a billing notice will be sent to the patron.

6.3 Regulations

1. A library card becomes delinquent when the charges on his/her account reach an amount as specified in the Fine and Fee Schedule [[Addendum A](#)]. Borrowing privileges are suspended until the total charges owed are less than the stated amount.
2. All library debts are discharged when listed in a patron's bankruptcy.
3. A police report (filed within sixty (60) days of items being due) is necessary for the Library to waive related fees and replacement costs on items stolen from the patron or checked out on a lost/stolen library card. Processing fees are non-refundable.
4. Materials that are declared lost, paid for, and then found are not eligible for refund and may be kept by the patron. Processing fees are non-refundable.

7.0 Laptop Checkout

7.1 Laptop Checkout

Duncanville Public Library is pleased to offer laptop checkout service to patrons. Patrons will be able to access the library's wireless network, information resources, library printer, the Internet and other provided software with a library laptop.

This policy is intended to ensure that the laptops are available for fair access for all users.

The library circulates the laptop. The laptop comes with a power cord; no earphones, external keyboards, external hard drives, or any other devices will be provided. Patrons may use any personal device that uses a USB connection, including a keyboard, mouse and USB flash drives.

7.2 Usage Rules

- Laptop computers may only be checked out by an adult patron with a resident or paid non-resident library card. The library card must be in good standing

with no fines, no outstanding lost library materials, and no other blocks on the card.

- Laptop computers check out for in-library and take home use. Laptops connect to the Library network through a wireless connection, or through other wireless connections. Laptop computers may not be left unattended. Patrons must return the laptops to the Service Desk finished or the time for use has expired.
- Every time a laptop is checked out to a patron, the patron must read and agree to the Laptop Policy. A copy of the policy will be given to the patron upon request.
- Laptops are available on a first come, first served basis for 3 week checkouts with no renewals.
- A lost laptop fee, as outlined in the Fine and Fee Schedule ([Addendum A](#)) will be assessed when necessary. Repair costs, whether from negligent, reckless, or intentional damage, are the responsibility of the patron.
- No software may be downloaded or installed to the laptop hard drive.
- The Duncanville Public Library is not liable for damages to patron's personal data, removable media or equipment resulting from information copied from the Internet or laptop. All information is automatically erased when the computer is returned. All computers will be shut down and wiped when they are checked back in.
- The Library Director or designee reserves the right to limit or regulate the use of Library equipment.

8.0 Hotspots

8.1 Hotspot Checkout

The Duncanville Public Library offers hotspot checkout service to patrons. A "hotspot" consists of the mobile wireless hotspot device itself, as well as its charger and case.

The Duncanville Public Library is not responsible for any liability, damages or expense resulting from use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from use of device. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.

8.2 Usage Rules

Hotspots may only be checked out by an adult patron with a resident or paid non-resident library card. The library card must be in good standing. At the time of checkout, the borrowing patron must present his/her Library card. Upon checkout, Library staff will confirm, in the presence of the borrowing patron, that all items are present in the hotspot kit.

Only one hotspot may be borrowed on a patron's account at any one time. The loan period for the hotspot is seven (7) days. Checkout is limited to one per household at any given time. Patrons may place a hold on a hotspot. Patrons have 24 hours to pick up

hotspot if on hold. If the hotspot is not returned by the due date, the internet connection will be terminated.

Patrons are financially responsible for lost or stolen hotspots. A lost hotspot fee will be assessed as outlined in the Fine and Fee Schedule [[Addendum A](#)] when necessary. Repair costs, whether from negligent, reckless, or intentional damage, are the responsibility of the patron. Hotspots must be returned to staff at the Information Desk, and never to another Library or in the book drop.

Patrons who abuse equipment or who return hotspots after they have been charged a lost hotspot fee two (2) times may lose hotspot privileges.

9.0 Interlibrary Loan

9.1 Interlibrary Loan

The Duncanville Public Library (DPL) is committed to serving the public by providing materials to meet our patrons' needs. The mission of the Library is to enrich lives, build community, and foster success by bringing people, information, and ideas together. The Interlibrary Loan (ILL) service offers patrons access to collections beyond what is held in Duncanville, allowing patrons to request items to be sent to the Library. ILL services are available to cardholders in good standing. Up to five (5) ILL requests may be pending or checked out at one time. Patrons who have lost or damaged three (3) ILL items will lose the ability to request ILLs.

The average time to fill requests is two (2) weeks, although turnaround can be four (4) weeks or longer. While every effort is made to fill interlibrary loan requests, occasionally items simply cannot be found, or libraries may be unwilling to lend them.

9.2 Guidelines

The white label attached to the cover of an interlibrary loan must remain on the item. Interlibrary loan materials returned without white labels could be improperly processed and not credited as returned items.

Patrons must return all materials to the circulation desk, in order to assist with preserving the integrity of the lending library's materials. Return of an ILL through the bookdrop could result in loss of ILL privileges.

9.3 Materials Not Available Through ILL

- Newly published materials (materials less than one year old)
- Audio-visual material
- Textbooks
- Books copyrighted or dated prior to 1920
- Entire issues of periodicals
- Rare books or non-book materials
- E-books or e-documents/articles
- Any item that is valued \$50 or more
- Restricted Material

The lending library can dictate the conditions under which it will lend materials. Some of the materials may be designated by the lending library as restricted. This means that this material must be used in the Duncanville Public Library and cannot leave the building. Library staff will notify the patron that the material is available but restricted to in-library use only.

9.4 Loan Period

The length of the loan is set by the lending library, not DPL, and will vary accordingly. The due date is noted on each item. If the item can be checked out and is not picked up by the due date, it will be returned to the lending library.

Renewal of ILL materials is dependent upon the restrictions set by the lending library. Patrons must call the library to request a renewal seven (7) days before the due date indicated. Overdue ILL materials cannot be renewed.

The lending library may exercise the option to recall material needed by its local patrons. If the material is recalled before the due date, the patron must, upon notification, return the material immediately.

9.5 Fines and Fees

Any item received via ILL service is subject to the same fees/fines placed on similar items owned by the Library. In addition, libraries which loan material to DPL may place additional fines/fees on loaned items. Interlibrary loans are requested from free lending sources. In the event an item can only be found at a library that imposes lending fees, the customer will be contacted to determine the amount, if any, they are willing to pay for the material.

The patron is responsible for any damage to and/or loss of the material which results after he/she has picked up the Interlibrary Loan requested material. Patrons will not be billed for item(s) noted as damaged prior to their checking out the item(s).

Patrons will be charged a processing and postage fee, as outlined in the Fine and Fee Schedule [[Addendum A](#)].

10.0 Fines and Fees

The City of Duncanville City Council shall approve all Duncanville Public Library fees, as outlined Fine and Fee Schedule [[Addendum A](#)].

11.0 Internet and Computer Use

11.1 Summary

The library's computers allow users to use a variety of electronic resources. All library computers must be used in accordance with the library conduct policy.

The library is committed to providing access to information, educational, recreational and cultural resources for library users of all ages and backgrounds. The library strives to balance the rights of users to access electronic resources with the rights of users to

work in a public environment free from sounds and images intended to harass library patrons or staff.

Library staff is available to help library patrons use the computers to find the information they need. Library staff or volunteers can help patrons learn how to use search tools on the computers, but cannot provide extensive one-on-one instruction. Library staff or volunteers will not enter information for library patrons.

11.2 Privacy

The library takes a variety of measures to protect your privacy when you use the library computers. The library's computers are in a public area. Others may be involuntarily exposed to what you are viewing. The library asks that you remain sensitive to the fact that you are working in a public environment shared by people of all ages.

11.3 Precautions

Illegal activities or activities that interfere with or disrupt the network, users, services or equipment are prohibited and not protected by the library's privacy policy. The library does not routinely monitor public computers, but reserves the right to do so when a violation of this policy or illegal activity is suspected. Staff is authorized to take immediate action to protect the security of computers and the network and to enforce the following rules. This includes confiscating any removable media, requiring a user to leave a computer or the premises, and contacting law enforcement authorities.

The Internet is a global resource. The Internet may contain material of a controversial nature. Users should note that not all Internet sources provide accurate, complete or current information.

All patrons are permitted to use Library computers to access the Internet. All Library computers with Internet access use a technology protection measure to block, filter or otherwise protect against access to visual depictions that are obscene, child pornography or harmful to minors and to any other materials considered inappropriate for or harmful to minors. Public wireless Internet access is also filtered, and all Library policies concerning legal, acceptable and safe use of computers and the Internet apply.

Patrons are responsible for complying with copyright law, licensing agreements and the policies of individual websites that you view.

Software and other files downloaded from the Internet may contain viruses or spyware that may infect other computers.

11.4 Supervising Computer Use by Children

Filtering software may not block all material users find offensive. Librarians cannot act in the place of parents in providing constant care and supervision of children as they explore the Internet. Parents and legal guardians are responsible for monitoring any and all Internet use by minors. Consent given on the part of parents or legal guardians for a Library card constitutes acknowledgment by the parents or guardians that they have a

responsibility for monitoring their child's use of all Library resources, including the public computers.

11.5 Rules Governing Use of Library Computers

Use of library technology by each and every staff member, volunteer, or patron shall constitute that person's acknowledgment of, and agreement to, abide by this Internet Use and Safety Policy, including guidelines for use of the Internet by minors.

Failure to comply with the following rules may result in loss of computer privileges, loss of library privileges and prosecution.

- Patrons must use a valid library card or guest pass to log into the computers.
- Patrons may use the computer for a two (2) hour session, patrons may request additional time from staff if there is no one waiting.
- Patrons may download files using supported media. The library is not responsible for damage to your media or for corruption of your data, including damage caused by mechanical malfunction or corruption caused by virus or spyware infection while using library computers.
- There is a charge for printing from public computers as outlined in the Fine and Fee Schedule [\[Addendum A\]](#).
- Respect others' privacy by not attempting to observe or comment on what others are viewing.
- Remain sensitive to the fact that you are working in a public environment shared by people of all ages.
- Use headphones when listening to audio content and keep volume low so you do not disturb others.
- As a courtesy to others, log off completely when you are finished with your session. This also protects the privacy of your search history.
- Do not misuse computer equipment or software.

Misuse includes but is not limited to:

- Viewing material that violates federal, state or local laws or regulations, including those regarding accessing, viewing, printing and distributing obscenity or child pornography.
- Hacking into the library computer system or any other computer system
- Mishandling, damaging or attempting to damage computer equipment or software; tampering with computer settings.
- Interfering with system operations, integrity or security
- Uploading, downloading, or creating computer viruses or other forms of malicious programming
- Engaging in any activity that is deliberately offensive or creates an intimidating or hostile environment.
- Violating copyright laws and software licensing agreements or the policies of the individual websites that you view.

- Disclosing, using, or disseminating personal identification information regarding minors without proper authorization
- Failing to pay for printing
- Failing to comply with time limits
- Any other violation of acceptable use of the public computers.

11.6 Printing

Printing fees are outlined in the Fine and Fee Schedule [[Addendum A](#)]. Prints are paid for and picked up at the printing kiosk. Printing must be picked up the same day it is queued into the printer or they will be deleted. Misprints are not eligible for refund. In the event of an equipment failure, Library Staff will reprint or recopy the document.

11.7 Faxing

Faxing fees are outlined in the Fine and Fee Schedule [[Addendum A](#)]. Fax Machine is self service through the scan/fax kiosk. A confirmation page is emailed to the user when the fax is sent successfully. Cover sheets are sent free of charge. Double sided pages are charged as two separate pages.

12.0 Facilities Use

12.1 Facilities Use

The Duncanville Public Library is to be the community's information center, providing free and equal access to a full variety of library resources and innovative technologies to enhance the quality of life and meet the informational, educational, and cultural interests of the entire community. The following policy, governing the use of Library facilities, reflects this mission.

“Library facilities” refers to designated space inside the library.

The Library makes available public facilities, as defined in this policy, on an equitable basis, regardless of the beliefs or affiliations of individuals or groups. Library facility use does not constitute the Library’s endorsement of the beliefs, ideas, or policies expressed by organizations or individuals using the space.

In all Library facilities, Library-sponsored programs and activities take precedence over other activities. Use of Library facilities by outside organizations or groups may not interfere with regular Library operations or services.

Library facility users and Library patrons must comply with the Library Rules of Conduct Policy and all applicable local, state, and federal laws.

The Library Director (or designee) reserves the right to refuse groups the use of Library facilities whenever, in the Library Director’s (or designee’s) best judgment, the use does not conform to this policy.

The Library Director or designee must give advance permission for any use of Library facilities.

The name, address, and phone number of the Library may not be used as the official address of any organization using Library facilities, nor may any non-library group using Library facilities publicize its activities in such a way as to imply Library sponsorship.

The City of Duncanville and the Library are not liable for damages caused to the user or his or her property while using Library facilities, and City of Duncanville and the Library will be held harmless from any liability to third parties for injury caused by the group, or any persons or groups, while using Library facilities.

12.2 Study Room

Study room(s) are available for community members to use. Parameters of use will be imposed by the Library Director or designee and posted for public awareness. Study room is free of charge.

12.3 Meeting Room

The Library's meeting rooms can be reserved up to sixty (60) days in advance and are available during normal operating hours. Federal, state, county, or town governments may use the meeting rooms for official government business at other times as authorized by the City Manager. The primary purpose of the meeting rooms is for conducting library and city programs and services, which will have first priority in scheduling. The secondary purpose of the meeting rooms is to provide community meeting spaces.

All groups may use the rooms under the following conditions:

1. All meetings and programs must be open to the public.
2. The solicitation of personal information from attendees is prohibited.
3. The sale of goods and services, admission fees, and/or solicitation of donations is prohibited.
4. A valid library card is required to reserve any meeting room.
5. Cancellations must be reported to the library 48 hours in advance of scheduled reservations. Failure to cancel with sufficient notice two times may lead to cancellation of all remaining reservations.
6. Meetings must end 15 minutes prior to Library closing time. Time limits must be adhered to. Meeting preparations and take-down must be made within the overall meeting room availability timeframes. The meeting rooms are to be return to how they were found.
7. Failure to arrive within 15 minutes of the reservation starting time may result in cancellation.
8. Cancellation of meeting room reservations should be made 24 hours prior to the scheduled start time or as far in advance as possible. Failure to notify the library of cancellation may result in the denial of future requests.
9. A room left unattended for more than 15 minutes will be considered vacant and available to others.

10. Prior to the use of a Library Meeting room, Library Administration reserves the right to review any signage, decorations, or literature to be displayed in the meeting room for compliance with the meeting room policy. No signage may be affixed to the walls, woodwork, ceiling, windows, or furniture. Decorating is permitted, but certain types of decorations are prohibited.

Restrictions include, but are not limited to:

1. Confetti
2. Burning Candles or incense, or any type of open flame
3. Decorations incorporating metallic glitter
4. Nails, thumbtacks, or staples on any room surface
5. Tape on walls, ceilings, and woodwork

Only Library-sponsored presenters, library support groups, and local or federal government groups either sponsoring or co-sponsoring a program, may charge an admission fee or sell a product.

Nonprofit organizations and community groups may use the rooms free of charge. The Library reserves the right to request the organization's 501c3 documentation.

Duncanville Public Library provides the following room:

Multipurpose Room – 20 chairs, 6 tables

- Maximum time frame for single use is four hours
- Groups can reserve the room one time per month in order to provide fair access to the entire community

12.4 Makerspace

The Makerspace provides patrons hands-on, engaging ways to make creative projects with a variety of tools and technology in a collaborative makerspace environment.

Those wishing to use the Makerspace must meet the following conditions:

1. Have a Duncanville Public Library Card in good standing.
2. Patrons must be at least eleven (11) years of age.
3. Parental permission is needed for patrons between the ages of eleven (11) and sixteen (16).
4. Patrons must read and sign the Equipment User Agreement.
5. To use specialized equipment, patrons must complete a Safety Training course and obtain the certificate of completion.
6. A reservation is required to use specialized equipment. Other equipment is available for walk-in use.
7. Reservations can be made up to one week in advance via the Library's reservation system.
8. Each machine can only be used for up to four (4) hours per day.
9. Only one machine may be reserved or checked out at a time.
10. Unattended or Overnight jobs are not permitted.

12.4.1 Materials

The library will provide some consumable materials for stations and will sell them at cost as outlined in the Fines and Fee Schedule [[Addendum A](#)]. Patrons may not bring their own materials for stations requiring specialized supplies.

Materials will be charged based on the design's estimated usage prior to the beginning of a project. Staff will check the design estimate and charge the patron appropriately. Partial numbers will be rounded up to the nearest whole number.

12.4.2 Project Regulations

The equipment may be used for lawful purposes only. Patrons will not be permitted to use the equipment to create objects that are:

- Prohibited by local, state or federal law.
- In violation of another's intellectual property rights; for example, materials that are subject to copyright, patent or trademark protection.
- Unsafe, harmful, dangerous or that may pose an immediate threat to the well-being of others; for example, guns, knives or other possibly lethal weapons.
- Obscene or otherwise inappropriate items for the Library environment.

Library staff will monitor the makerspace for dangerous or harmful behavior. The Library reserves the right to cancel any project that does not adhere to the policy.

12.4.3 3D Printing

The Duncanville Public Library (Library) 3D printer is available to the public to make three dimensional objects in PLA plastic using a design that is uploaded from a digital computer file. Patrons must have a valid Library card to request a 3D printing job.

The Library reserves the rights to refuse any 3D print request. Patrons are limited to two (2) designs per month. 3D printed objects must be smaller than 5"x5"x5" and objects are printed in single filament color. Operation of the 3D printer is limited to designated staff and trained individuals.

3D printing at the Library is charged per gram, as outlined in the Fine and Fee Schedule ([Addendum A](#)), and includes weight of support, rafts and fillers.

Items printed from the 3D printer that are not picked up within seven days will become the property of the Library and may be disposed of or displayed as appropriate. Items must be picked up by the individual who printed them. A requesting patron who does not pick up their print forfeits all future rights to use the 3D printer.

Not all designs can be printed as originally submitted. Upon review, staff may request that designs be modified and resubmitted in order to print. Such

modifications may include but are not limited to: scaling, grouping, and dividing parts.

Jobs exceeding 8 hours may not be printed. Projects will be added to the print queue as they are received and reviewed. No guarantee of completion time is made.

12.5 Displays and Exhibits

Display cases and exhibit areas are used for Library-sponsored displays, which inform the public of the wide range of issues, events, and interests within the community.

The posting or distribution of a particular item does not indicate that the Library endorses any organization, cause, or activity.

12.6 Public Art

Library-sponsored temporary exhibits, curated by staff, provide a venue for local artists to exhibit work.

Any permanent works of art in Library facilities must be approved by the City of Duncanville.

12.7 Bulletin Boards

All information boards within the Library are to inform the public of Library and City related information, resources, and events. The Library does not have a community board for members of the community to post information.

12.8 Book Displays

Library displays are planned, organized, and/or implemented by Library staff. Displays are used to highlight new materials, the variety of subjects, genres, and formats offered in the Library, and to stimulate interest in the Library collections, services, and resources.

Library staff use the following criteria in making decisions about display topics, materials, and accompanying resources:

- Community needs and interest
- Availability of display space
- Historical or educational significance
- Connection to other community or national programs, exhibitions, or events
- Relation to Library collections, resources, exhibits, and programs

The Library Director reviews and approves all displays.

Placement of materials on displays does not imply the Library's endorsement of ideas, opinions, or viewpoints expressed therein. The City reserves the right to instruct the Library Director to take down displays.

13.0 Library Closings

The Library is closed for City observed holidays and other operational needs.

The Library Director or designee, working with Duncanville City Manager, determines the closing of Library locations due to weather, maintenance, or safety-related concerns.

14.0 Gifts

Duncanville Public Library welcomes and encourages monetary gifts, bequests, endowment funds, and gifts of property, services or materials from individuals, groups, foundations, or corporations. All gifts will be evaluated for appropriateness in light of the Library's mission and all other existing policies. Gifts shall not be a substitute for adequate local funding, but a way for the community to give back to their Library.

The Library and staff are under no obligation to accept gifts, items, or funds and reserve the right to refuse any gift.

Gifts valued at \$5,000 or less will be reviewed and accepted by the Assistant City Manager (or designee) upon the recommendation of the Library Director.

Gifts valued over \$5,000 as well as conditional gifts will be reviewed and accepted by the City Manager after consultation with the City Council and upon the recommendation of the Library Director.

Gifts of physical items, including books and other material donations, are accepted with the understanding that ownership passes to the Library.

The Library reserves the right to decide use, condition of display, and final disposition of all gift material it receives. The Library may provide a receipt acknowledging the number of donated items, but will not attempt to estimate their value. Gifts will not be returned to the donor.

15.0 Virtual Reality

15.1 Virtual Reality

The Duncanville Public Library offers Virtual Reality (VR) experiences. VR uses a computer, headset, and sensors to immerse the user into a three-dimensional, computer-generated world. Head, hands, and body movements are tracked to let the user interact with what is seen via the headset.

Due to the unpredictable nature of the human response to VR, the Library will require all eligible participants to complete and return the appropriate Agreement and Waiver/Release of Liability form.

All patrons wishing to use the VR equipment must have a Library card in good standing, and have acknowledged an Agreement and Waiver/Release of Liability form.

15.2 Usage Rules

- Parents or legal guardians of all participants under the age of 18 must sign the Agreement and Waiver/Release of Liability form.
- Patrons may make a suggestion for the library to download an experience. There is no guarantee your suggestion will be accepted.
- Virtual Reality is limited to 30-minute sessions.
- The minimum recommended age for VR is 12 years. Users younger than 12 must be supervised by a parent or guardian.

16.0 Programming

Programming, an essential service of the Duncanville Public Library, is designed to engage Library users, spotlight materials and services, and provide opportunities for patrons of all ages to share informational, cultural, educational, and recreational experiences. The Library may also participate in cooperative or joint programs with other agencies, organizations, institutions, or individuals as part of its own effort to address information needs and to facilitate information access in the community the Library serves. Professional performers and presenters with specialized or unique expertise may be hired for Library programs.

All Library programs are open and free to the public. Programs are scheduled at the discretion of Library staff.

Performers and presenters will not be excluded from consideration because of their origin, background, or views, and program topics will not be excluded because of possible controversy.

Library sponsorship of a program does not constitute an endorsement of the content of the program, the organization presenting the program, or the views expressed by presenters or participants.

Suggestions from the public regarding selection, retention, or reconsideration of programs are encouraged and reviewed.

To request a reasonable accommodation for a disability, call the Library a minimum of three (3) days before the program.

17.0 Volunteers

The Duncanville Public Library recognizes volunteers as an invaluable community resource and welcomes their support. Volunteers provide support to staff by performing duties or tasks without wages or benefits. They do not take the place of staff, but provide supplemental or specialized services.

Volunteers are accepted when their skills and abilities match specific needs. Volunteers must be over the age of fourteen (14). The Library does not guarantee that all volunteer applications will be accepted.

18.0 Library Support Groups

The Friends of the Duncanville Public Library (“Friends”) groups and the Library Advisory Board serve as support organizations to the library, rather than policy makers.

These groups may raise money through campaigns, book sales, and sponsorship of special events. As in any volunteer organization, members are provided with an opportunity to use their time, skills, resources, and contacts in a worthwhile community endeavor, while receiving recognition for their efforts.

18.1 Standards

To use Library facilities, the Library name, or receive Library assistance, any Library support group must abide by the standards listed below.

1. All Friends groups and advisory boards shall conduct their fiscal affairs through appropriately structured non-profit, tax exempt organizations, such as non-stock corporations, and shall maintain their tax-exempt status.
2. There shall be a signed memorandum of understanding (MOU) between the City of Duncanville and the support group.
3. Funds raised by library support groups shall not be a substitute for adequate local funding.
4. Funds raised by library support groups shall be maintained in an account separate and distinct from the Library's operating accounts. Such accounts shall be administered by the treasurer of the support group.
5. Gifts made to the Library by the Friends group or the Library Advisory Board shall conform to Library gift and fiscal policies, and shall not be used to dictate Library policy.

19.0 Social Media

19.1 Social Media

The City of Duncanville and the Library share responsibility for Library social media accounts. Social media is defined as any web application, site, or account created and maintained by the Library.

19.2 Usage Rules

The Library welcomes the comments, posts, and messages of the community and recognizes and respects differences in opinion. However, all comments, posts, and messages will be periodically reviewed and the Library reserves the right to, but is not required to, remove any comment, post, or message that it deems inappropriate or off-topic.

The Library is not responsible for or liable for any content posted by any participant in a Library social media forum who is not a member of the Library's staff.

Users should have no expectation of privacy in postings on Library sponsored social media sites; by using such sites, you consent to the Library's right to access, monitor,

and read any postings on those sites. Users must understand that social media is permanent, retrievable, and public. Messages can potentially be read by anyone once posted, regardless of status on Friends, Follower, or Subscriber List. The Library recommends that users do not post their personal information or contact information on social media sites.

The Library reserves the right to reproduce comments, posts and messages in other public venues; such reproduction may be edited for space or content while retaining the original intent of the post.

Content containing any of the following will be removed immediately from any Library social media forum:

- Obscene content or hate speech
- Personal attacks, insults, or threatening language
- Private or personal information, including phone numbers and addresses, or requests for personal information
- Potentially libelous statements
- Falsification of identity
- Plagiarized material
- Comments, links, or information unrelated to the purpose of the forum
- Spam or other commercial, political, or religious messages unrelated to the Library or its social media postings
- Solicitation of funds
- Any images, links, or other content that falls into the above categories

The Library reserves the right to ban or block users who have posted in violation of this policy.

In addition, users are expected to abide by the terms and conditions set by third party social media platforms as well as follow appropriate Federal and State Law.

The Library asks that individual user complaints be addressed directly to the Library Administration so they can be addressed quickly and specifically. Social Media is not the mechanism used by the Library to document or address Library user problems and concerns, or influence Library policy, procedures, or programs.

By choosing to comment you agree to these rules.

20.0 Security Footage

20.1 Security Footage

The Duncanville Public Library (DPL) is committed to serving the public by providing a safe place for all patrons and staff members. All video surveillance recordings from equipment are records as defined in the Texas Government Code Section 552.124 ([Texas Public Information Act](#)).

20.2 Camera Placement & Monitoring

Video surveillance cameras are placed in locations meant to provide maximum security, including building interiors and exteriors. In no event shall cameras be located in areas where patrons and/or staff have a reasonable expectation of privacy such as restrooms, staff break rooms, or offices. Security cameras will be placed so as to avoid recording legible computer screens, tabletops, or other locations that would identify the reading or information-gathering practices of individuals. Audio surveillance is not permitted under this policy.

Video surveillance footage is not continuously monitored. Library patrons and staff should take appropriate precautions for their safety and for the security of their personal property. DPL is not responsible for personal injury or loss of property.

Video footage will be retained for a flexible period determined by the storage capacity of the equipment, typically no longer than 45 days. As new footage is recorded, the oldest footage will automatically be deleted. Video footage will not be retained for an extended period or archived unless it is needed to document possible criminal activity or violations of Library Policy.

20.3 Access

Access to security camera footage in pursuit of documented incidents of injury, criminal activity or violation of the Library's Code of Conduct is limited to City personnel, including law enforcement staff, the City Manager and his staff and the City Attorney.

Nothing in this policy shall prevent authorized personnel from using video surveillance records in the administration of their regular duties.

21.0 Addendums

21.1 ADDENDUM A – FEES

Fines and Fees

- 21.1.1 Unpaid Fines or Fees
 - Over \$25.00 blocks patron account from checking out further materials
- 21.1.2 Lost / Damaged Items:
 - Catalog list price per item + \$5 processing fee
- 21.1.3 Copies / Printing
 - \$0.20 / page
- 21.1.4 Faxes
 - \$.50 / page
- 21.1.5 Interlibrary Loans
 - \$4.00 per transaction, plus any fees charged by the lending institution
- 21.1.6 Non-Resident Card
 - \$35.00 annual fee
- 21.1.7 Hotspot Replacement
 - \$75.00
- 21.1.8 Laptop Replacement:
 - \$800
- 21.1.9 3D Printing Cost
 - \$.10 per gram

21.2 ADDENDUM B – PUBLIC SUGGESTIONS

Suggestions from the public can be sent via the Library Purchasing Suggestion form when logged into library account at <https://duncanville.bywatersolutions.com/>

21.3 ADDENDUM C – Requests for Reconsideration

Requests from the public can be sent via the Library Requests for Reconsideration form to Duncanvillepl@duncanville.com

21.4 ADDENDUM D – ALA BILL OF RIGHTS

American Library Association (ALA) Library Bill of Rights:
<http://www.ala.org/advocacy/intfreedom/librarybill>

21.5 ADDENDUM E – ALA FREEDOM TO READ STATEMENT

American Library Association (ALA) Freedom to Read Statement:
<http://www.ala.org/advocacy/intfreedom/statementspols/freedomreadstatement>

21.6 ADDENDUM F – ALA FREE ACCESS TO MINORS STATEMENT

American Library Association (ALA) Free Access to Minors Statement:

<http://www.ala.org/Template.cfm?Section=interpretations&Template=/ContentManagement/ContentDisplay.cfm&ContentID=8639>

21.7 ADDENDUM G – ALA ACCESS TO DIGITAL INFORMATION, SERVICES, AND NETWORKS

American Library Association (ALA) Access to Digital Information, Services, and Networks.

<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/accessdigital>

21.8 ADDENDUM H – UNITED STATES COPYRIGHT LAW: U.S. CODE, TITLE 17

United States Copyright Law: U.S. Code, Title 17: <https://www.copyright.gov/title17/>

21.9 ADDENDUM I – TEXAS GOVERNMENT CODE: SEC. 552.124.

Texas Government Code: Sec. 552.124. :

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552.124>

Adopted _____

COMMUNITY NEEDS ASSESSMENT WORK PLAN

Duncanville Public Library





STREETN CO

6
10
16

Methodology

Proposed Schedule and Milestones:
Community Needs Assessment

Timeline

Methodology



Methodology

DRIVEN BY DATA

LS&S provides data analysis from an exclusive software package. LS&S will analyze this along with existing Duncanville Public Library and City of Duncanville data to form a complete picture.

The process will identify service priorities, goals, and measurable objectives; identify gaps where current library operation is insufficient to meet those priorities, and evaluate how the Library facility can more effectively leverage technology, outreach, collection, programs, and innovative services.



LibraryIQ Analytics Platform

Software providing patron analysis and segmentation that includes library use. This highly valuable, anonymized, and detailed data reveals patron consumer segmentation groups (lifestyle, hobbies, preferred media channels, demographics, etc.) and links to library collection use. Data also includes anonymized maps outlining where patrons live. This segmentation data is also provided for City of Duncanville households who are non-users.



Focus on Equity

All community residents must be represented in the project. LS&S's methodology for public engagement will ensure all communities are heard.



Proposed Schedule and Milestones: Community Needs Assessment



Proposed Schedule and Milestones: Community Needs Assessment

LS&S's collaborative, phased approach will ensure comprehensive data analysis, community involvement, and a clear roadmap for the Library's future services, staffing, and resource allocation. **The final community needs assessment will position Duncanville Public Library for sustainability and success.**

Services include:

- Project management and internal communications, including work and communications plans
- Research and discovery
- Communication and engagement
- Presentations and reports

PHASE 1

Initiate Community Needs Assessment

A virtual project kickoff meeting will be held to share the data collection and analysis approach (including a comprehensive information request), confirm project scope, schedule, and methodology.

LS&S will develop and share:

1. A detailed work plan
2. An internal communications plan

Duncanville Public Library data and literature will be reviewed, including:

- Funding
- Capital project improvement plans
- Service delivery models
- Policies and practices
- Facilities
- Technology
- Programs, including underlying planning and evaluation processes
- Partnerships
- Outreach
- Statistics, including use rate, visits, circulation, technology access, etc.

City of Duncanville factors (environmental scan) will be reviewed, including:

- Economic climate
- Educational climate, including local community colleges and universities
- Cultural climate
- Civic engagement
- Historical context
- City of Duncanville Strategic Plan

LS&S will assess current and future community needs. The community needs assessment will consider:

- Space Design and Use – use existing facility architectural plan and building program to review how space is designed and allocated for collections, computers, meeting rooms, and administration
- Physical Condition – review the physical condition of physical spaces and shelving, furniture, fixtures, and equipment
- User Experience
- Meeting/Study rooms – review current use and use policies

Key Milestones:

- Virtual project kickoff meeting scheduled
- Virtual project kickoff meeting complete
- Schedule complete
- Information/data request shared with Library staff
- Information/data received

PHASE 2

Develop and Conduct Public Engagement

Survey

An online survey will be conducted. The survey will be prepared by LS&S.

The survey link will be shared and promoted via library marketing channels (in-library signage and flyers, library website, City of Duncanville websites if possible, partner websites if possible, social media, and local media). Paper surveys will also be available to provide representation to those without computer/mobile device and Internet access. Recommendations for engagement opportunities for non-English speakers will be included.

Online community engagement provided through a project webpage will capture resident input and encourage broader reach, diversity, and inclusion. The engagement page is a central portal for surveys, comments, and open-ended ideas.

This wide-ranging approach will yield the largest number of survey participants.

At the City of Duncanville’s request, LS&S can provide the following community engagement services:

1. Focus Groups

Sessions for stakeholders and the public will be employed to gather a broad cross-section of input. Key stakeholders will be identified - representatives from local organizations, members of all communities, demographic and socioeconomic groups, education and business representatives, and government officials - and work with LS&S to schedule.

2. Individual Interviews

LS&S can conduct one-to-one, in-depth interviews with key stakeholders. Interviews can be conducted in person as possible and by phone as necessary. Suggested interviewees include:

- Library Director
- Library Board Chair
- City/County government leaders
- Other key stakeholders

Key Milestones

- Project webpage built
- Survey drafted
- Survey approved
- Survey conducted
- Survey results compiled and analyzed
- Focus group participants identified
 - Focus groups scheduled
 - Focus group invitations and publicity complete
 - Focus groups conducted

PHASE 3

Analyze Data and Prepare Community Needs Assessment Report

LS&S will draft the report and building program. All data will be analyzed and results will be benchmarked with best practices to develop a draft assessment for Duncanville Public Library.

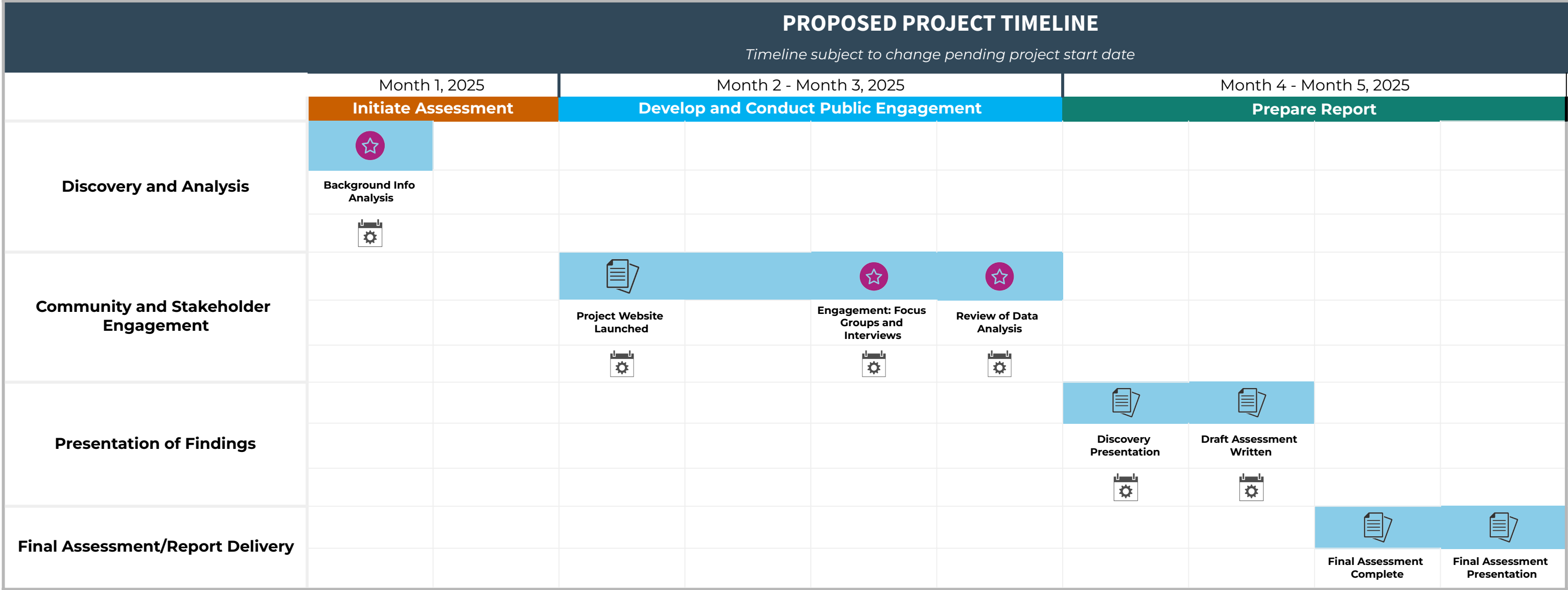
During this iterative process, LS&S will incorporate feedback into a final report.



Timeline



Timeline



Legend

☆

Milestone

📄

Deliverable

📅

Project Management Meeting

DUNCANVILLE PUBLIC LIBRARY

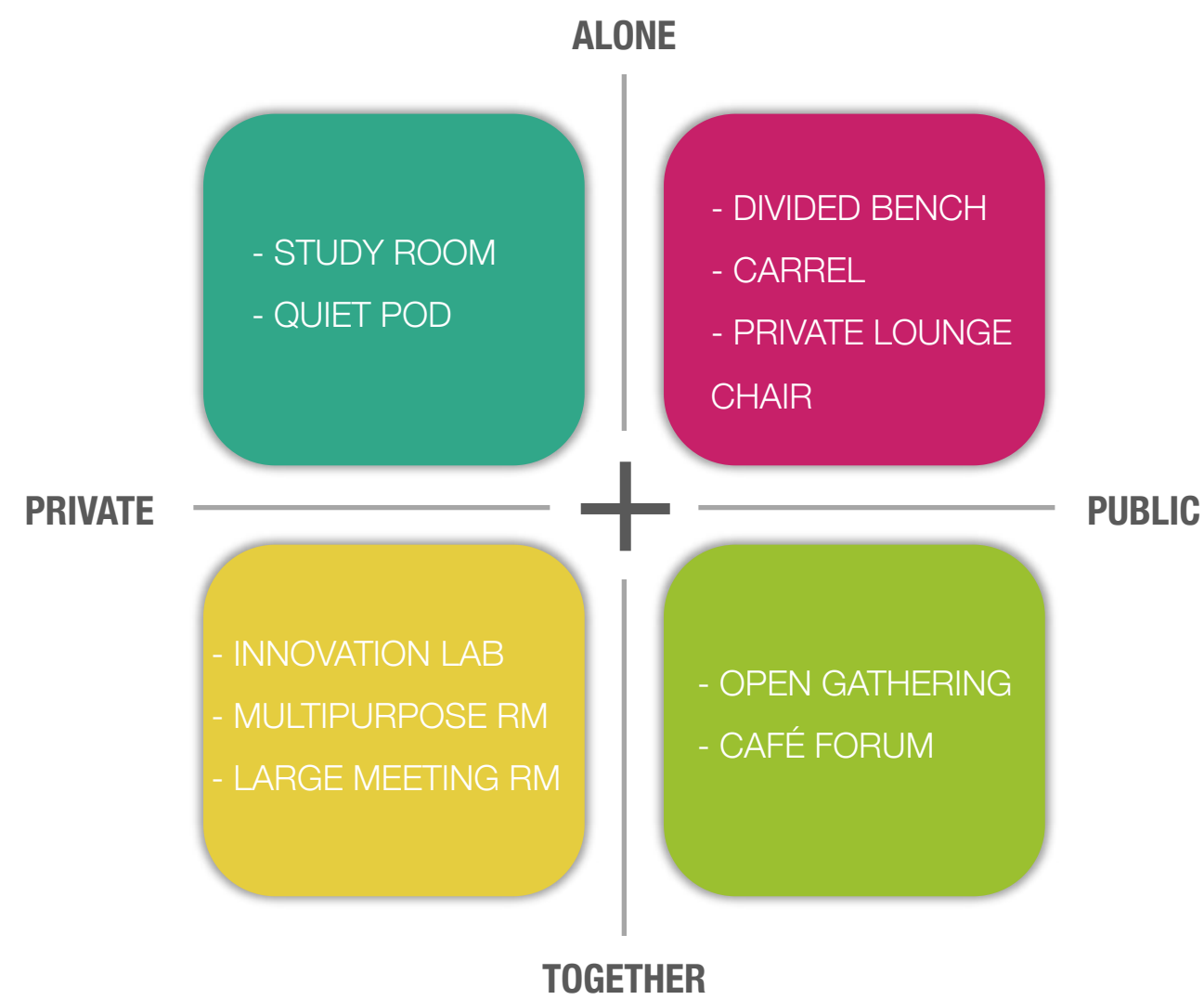
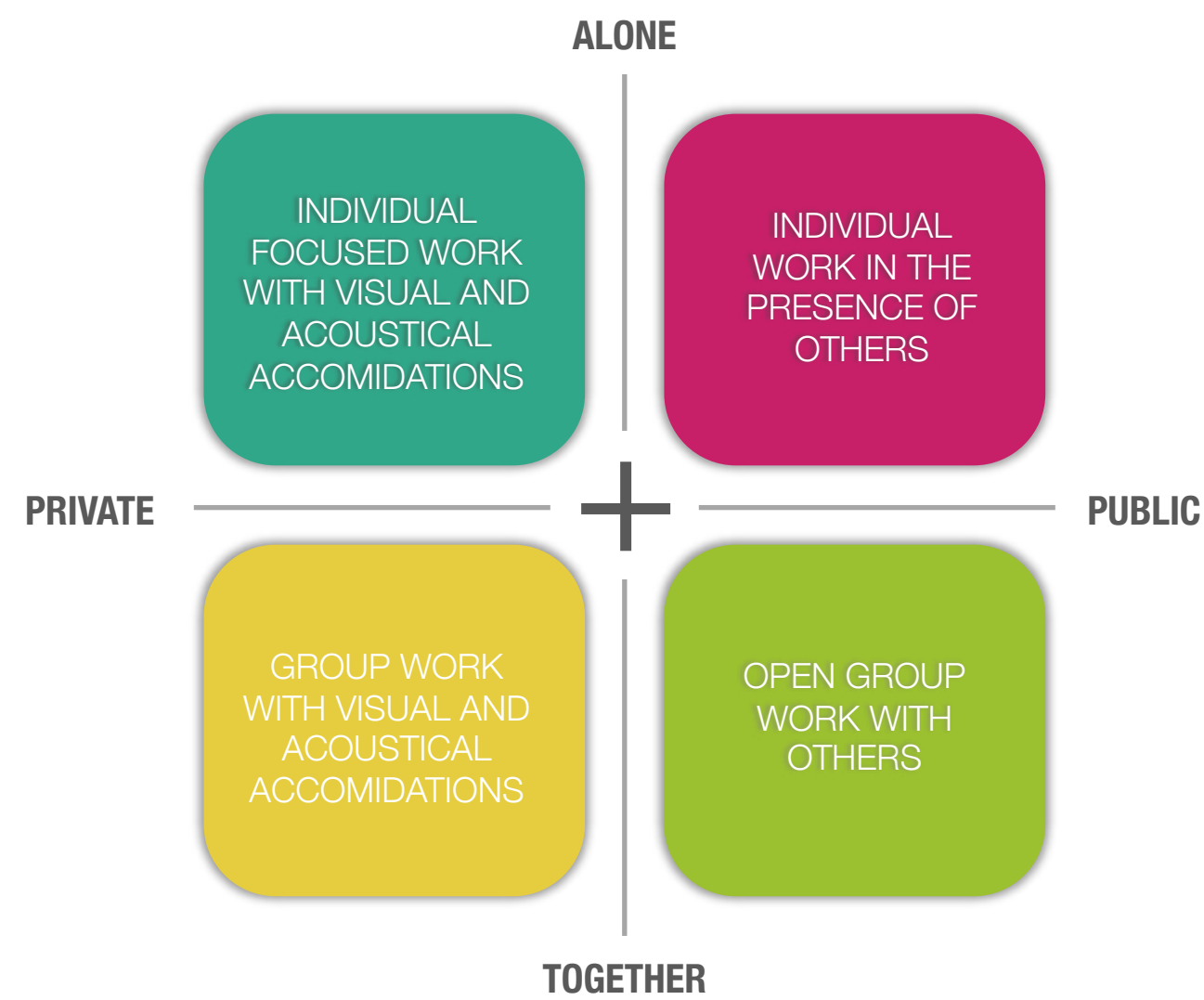
Conceptual Space Plan Assessment

- 01 OVERVIEW OF SPACE USES
- 02 FLOOR PLANS*
- 03 PRECEDENT IMAGES
- 04 ASSUMPTIONS

***NOTE: CONCEPT DRAWINGS, PLANS NOT TO SCALE, ALL DIMENSIONS AND MEASUREMENTS SHOULD BE FIELD VERIFIED, CONFIRM FINAL INTENT AND APPROVAL WITH OWNER**

01 OVERVIEW SNAPSHOT

HOW DO PEOPLE USE SPACE?



STUDY ROOM
QUIET POD

INDIVIDUAL spaces
support focused work
and need for visual
concentration.

Plan for short- and
long-term use,
accommodation of
new work tools and
personal items.



LEARNING LAB
FLEXIBLE
CLASSROOM

**Technology-rich library
INNOVATION CENTERS
should accommodate
multiple uses such as
active learning, active
creation, distance
learning, and active
technology with fluid
transitions.**

**Support multiple meeting
modes - inform, evaluate
and co-create - for small
to large groups.**



DIVIDED
BENCH
LEARNING
CARREL

Individuals want to study or work in the company of others; stay socially connected while working alone in a variety of open settings.

Support the need for co-existing focused work and social interactions; switch from 1, 2, 3'S.



OPEN
GATHERING
GROUP
TABLES

People often do group work in open areas to stay connected to others, requiring flexibility to meet their changing needs

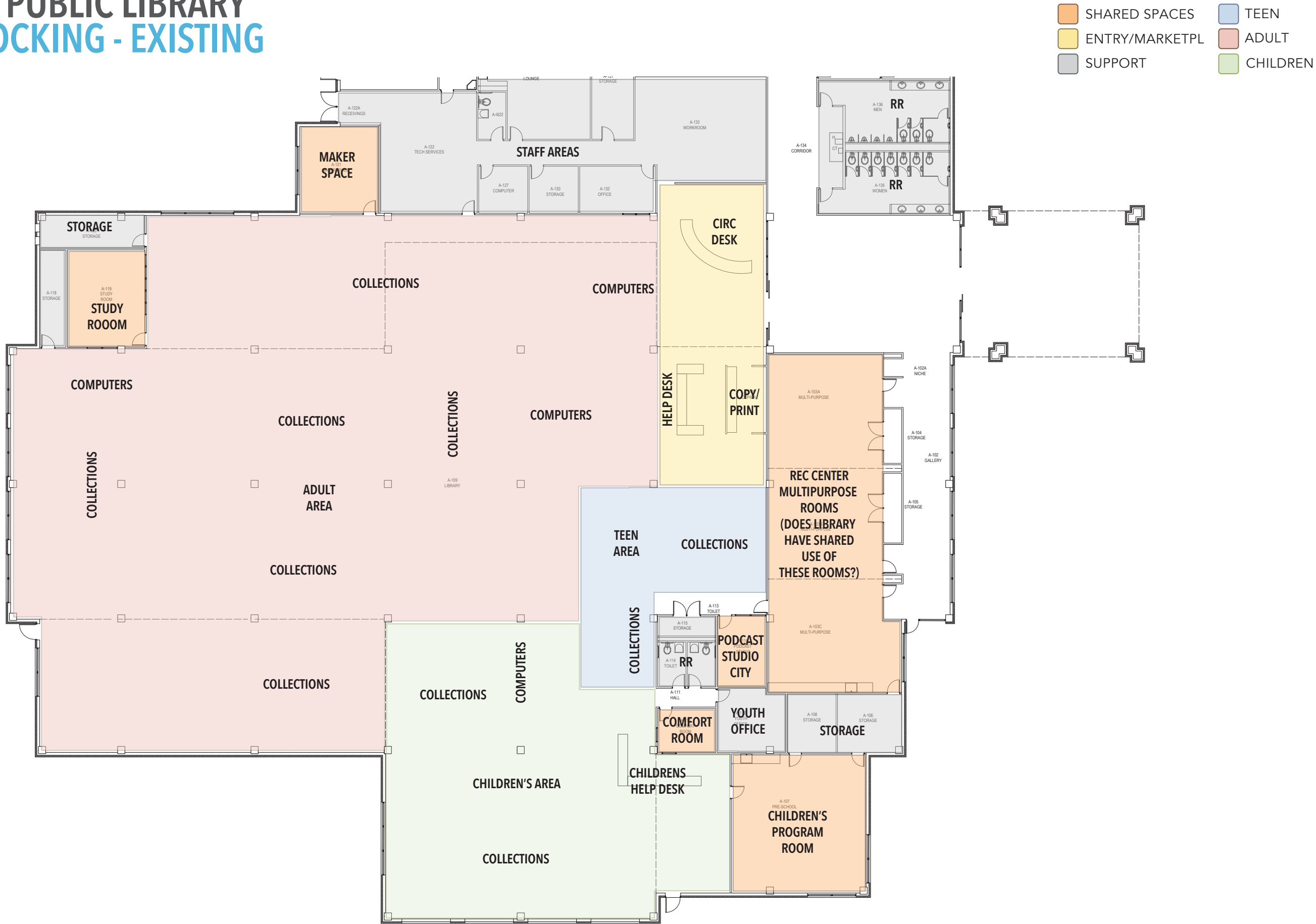
Support the demand for un/scheduled functions with multipurpose, highly adaptable gathering places.



02 FLOOR PLANS

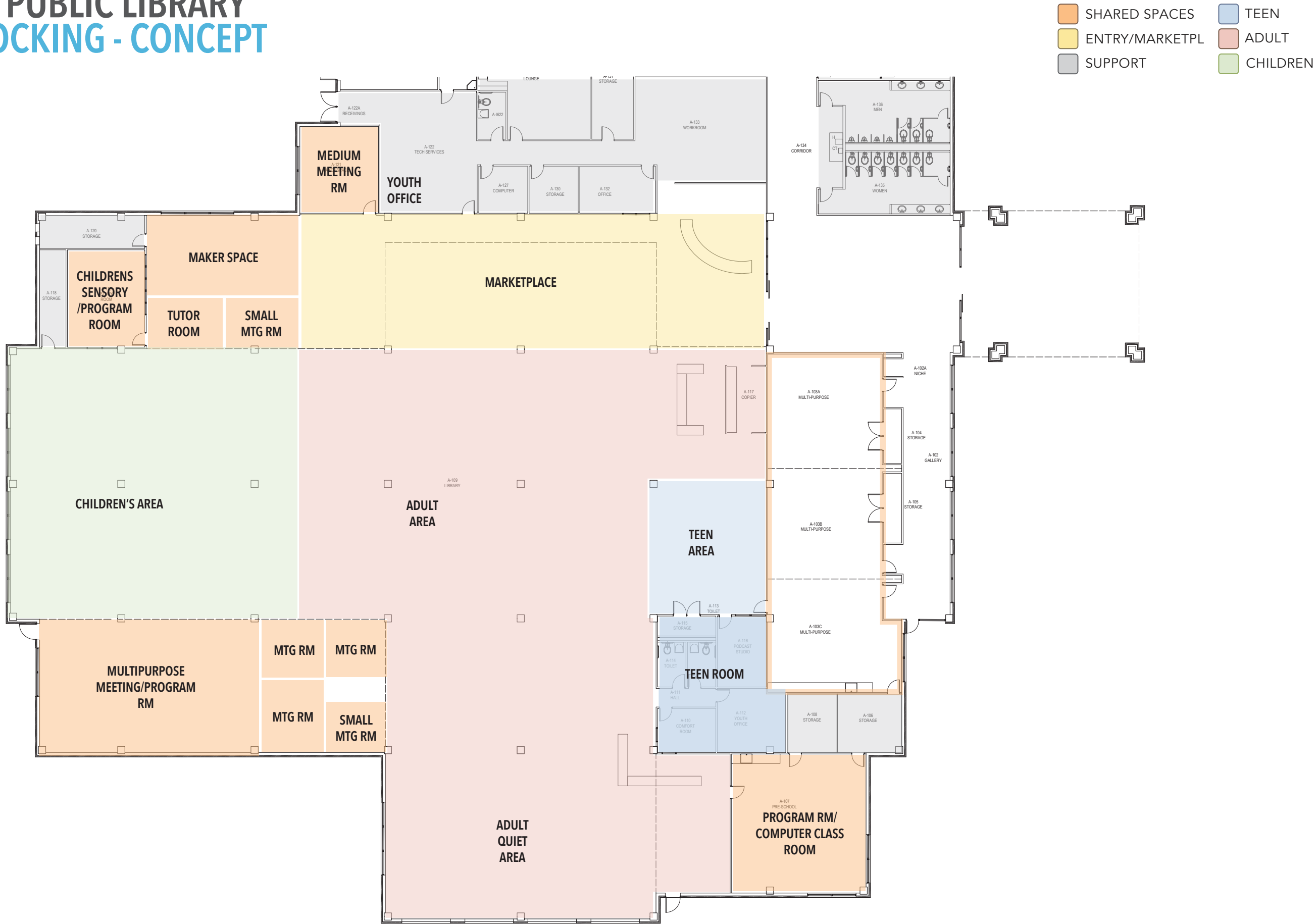
DUNCANVILLE PUBLIC LIBRARY

PROGRAM BLOCKING - EXISTING



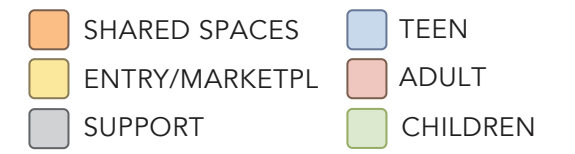
DUNCANVILLE PUBLIC LIBRARY

PROGRAM BLOCKING - CONCEPT



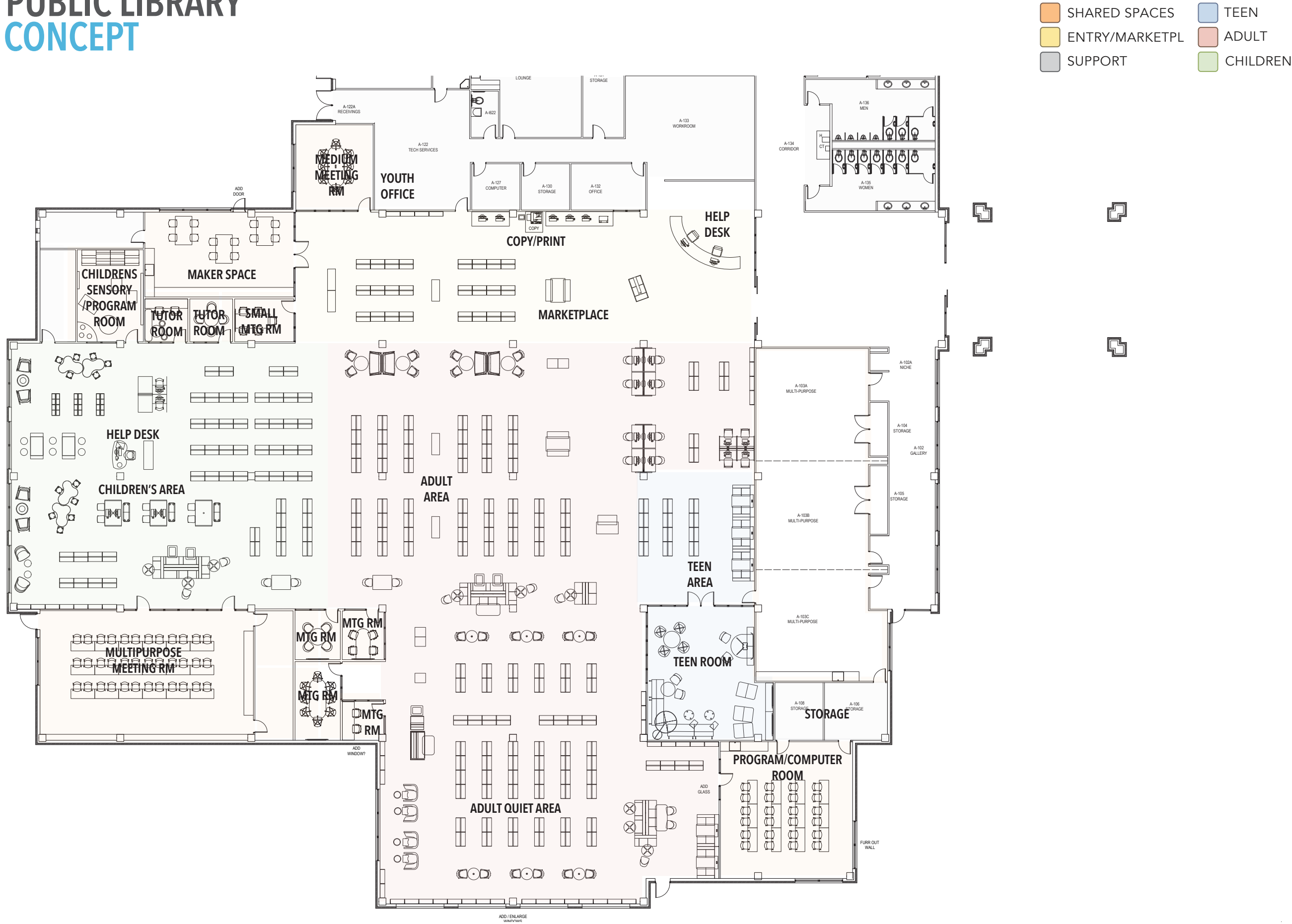
DUNCANVILLE PUBLIC LIBRARY

FF&E - EXISTING PLAN



DUNCANVILLE PUBLIC LIBRARY

FF&E TEST FIT - CONCEPT



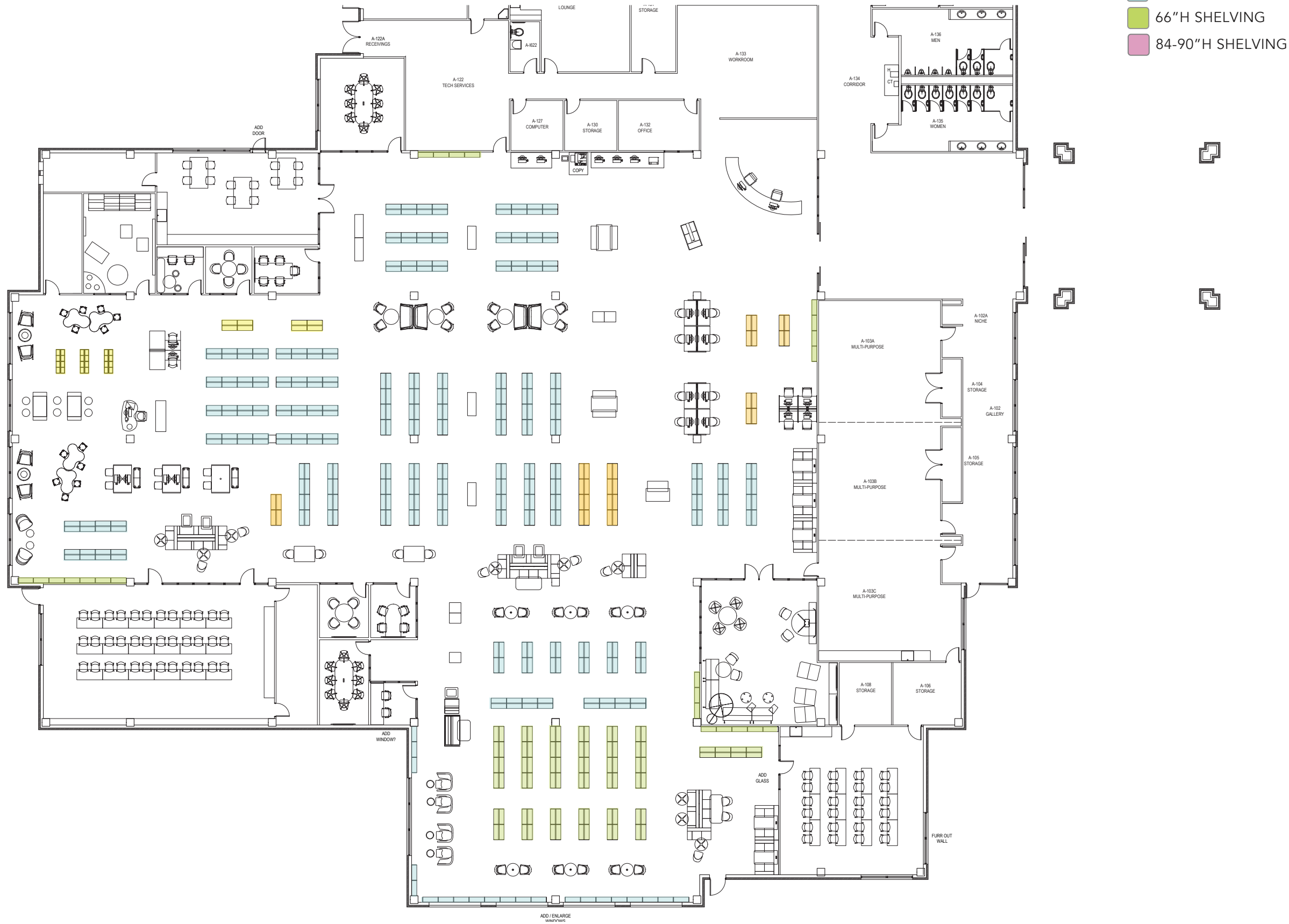
DUNCANVILLE PUBLIC LIBRARY

SHELVING HEIGHTS - EXISTING



DUNCANVILLE PUBLIC LIBRARY

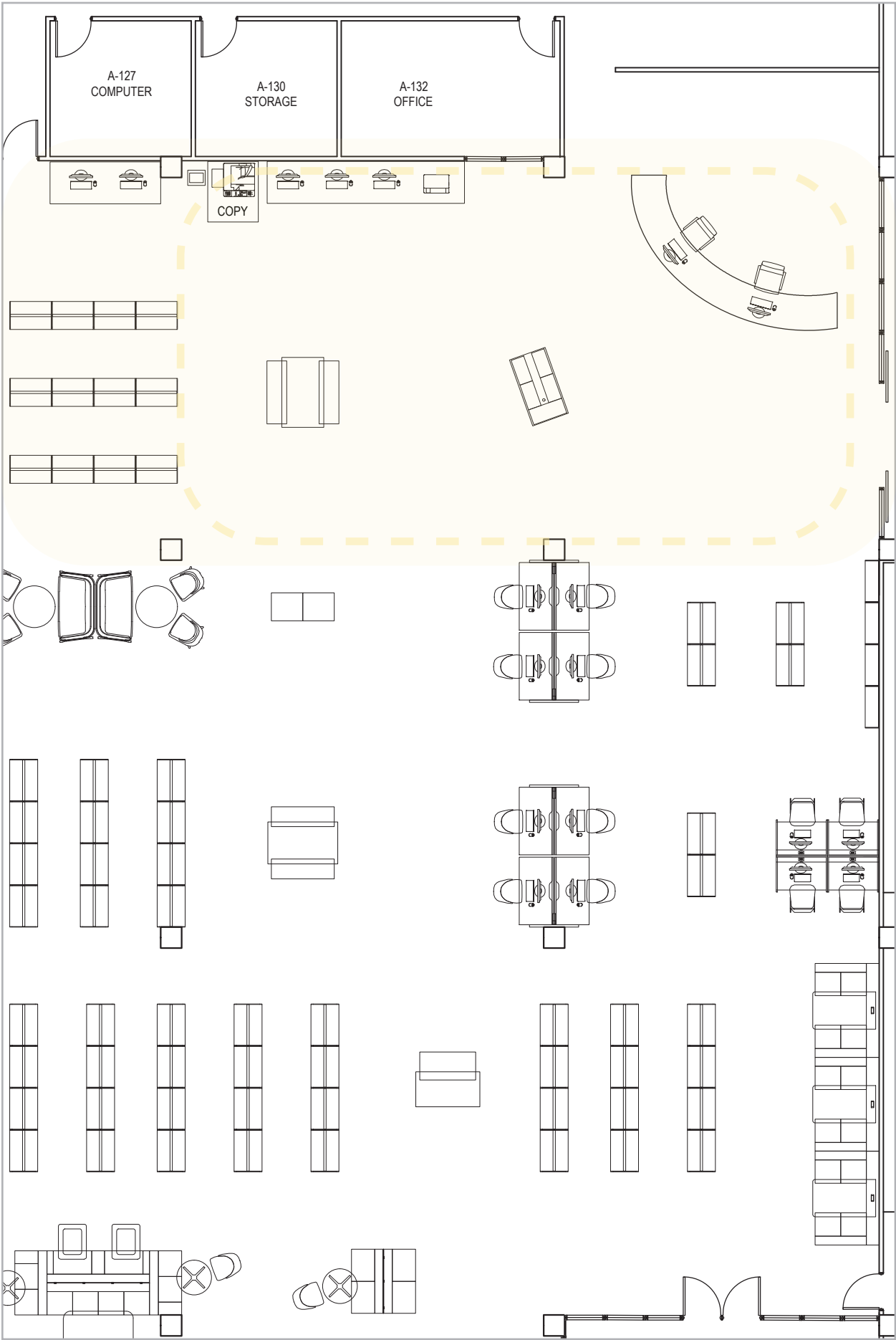
SHELVING HEIGHTS - CONCEPT



03 PRECEDENT IMAGES

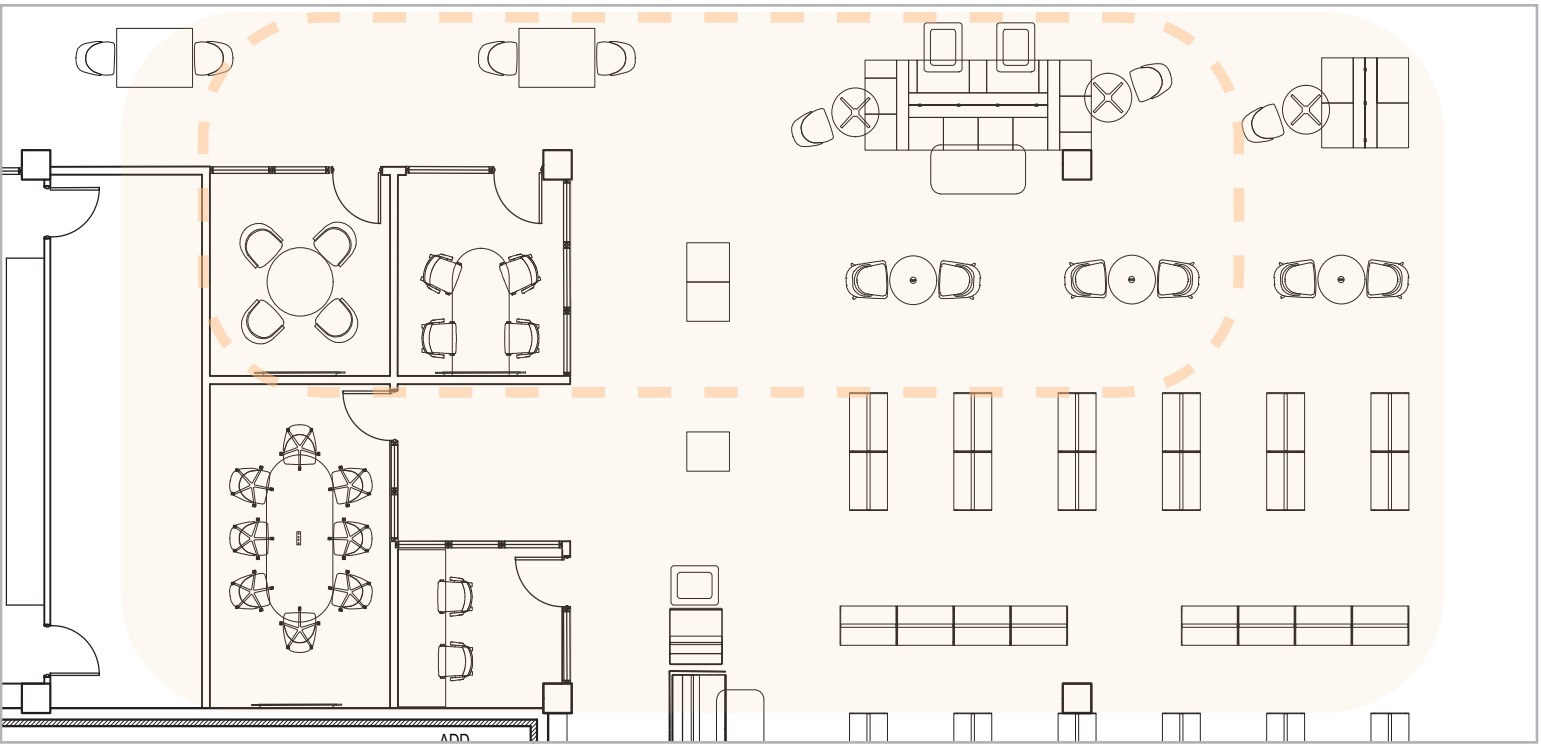
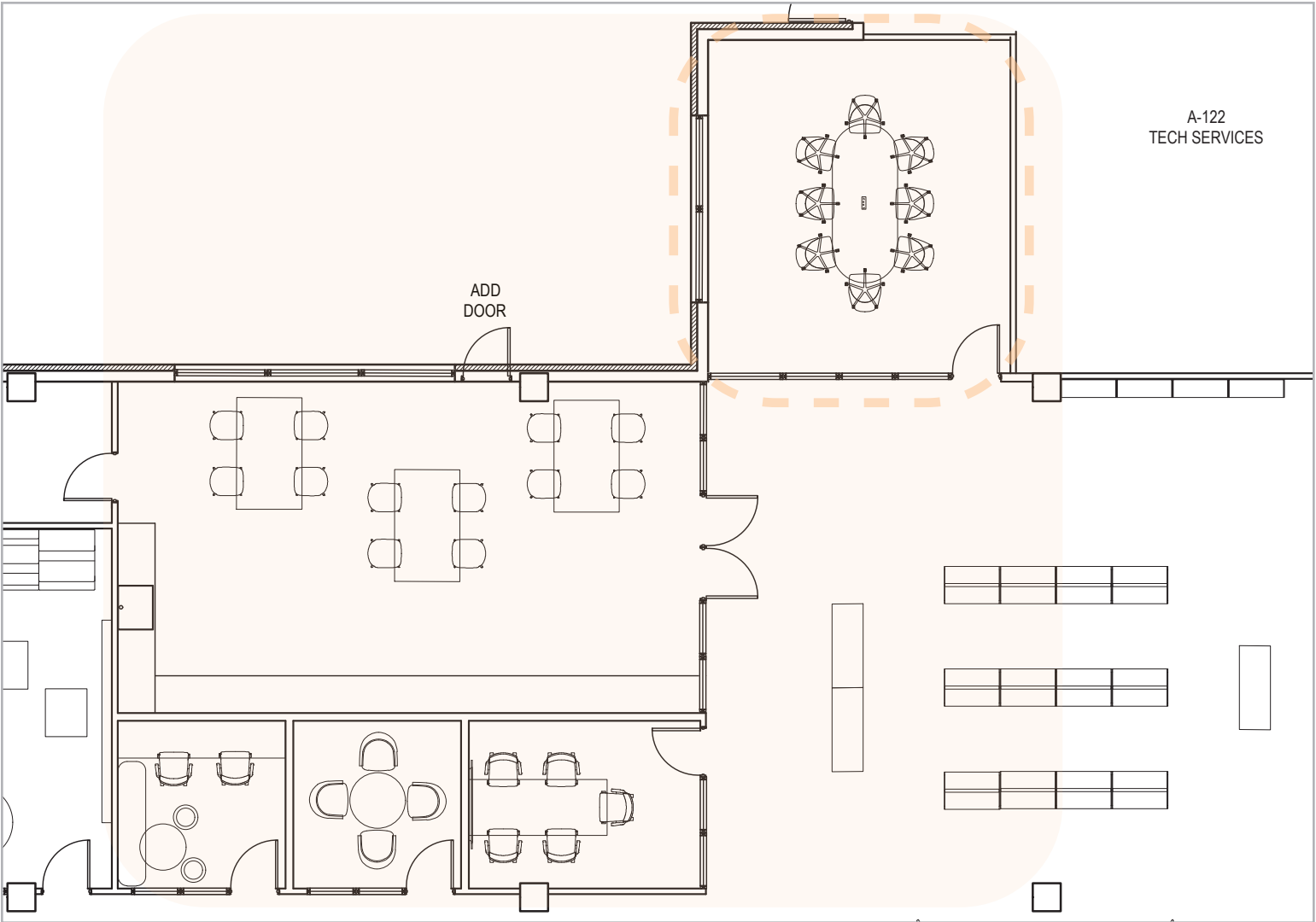
LIBRARY CONCEPT EXAMPLES

ENTRY MARKETPLACE



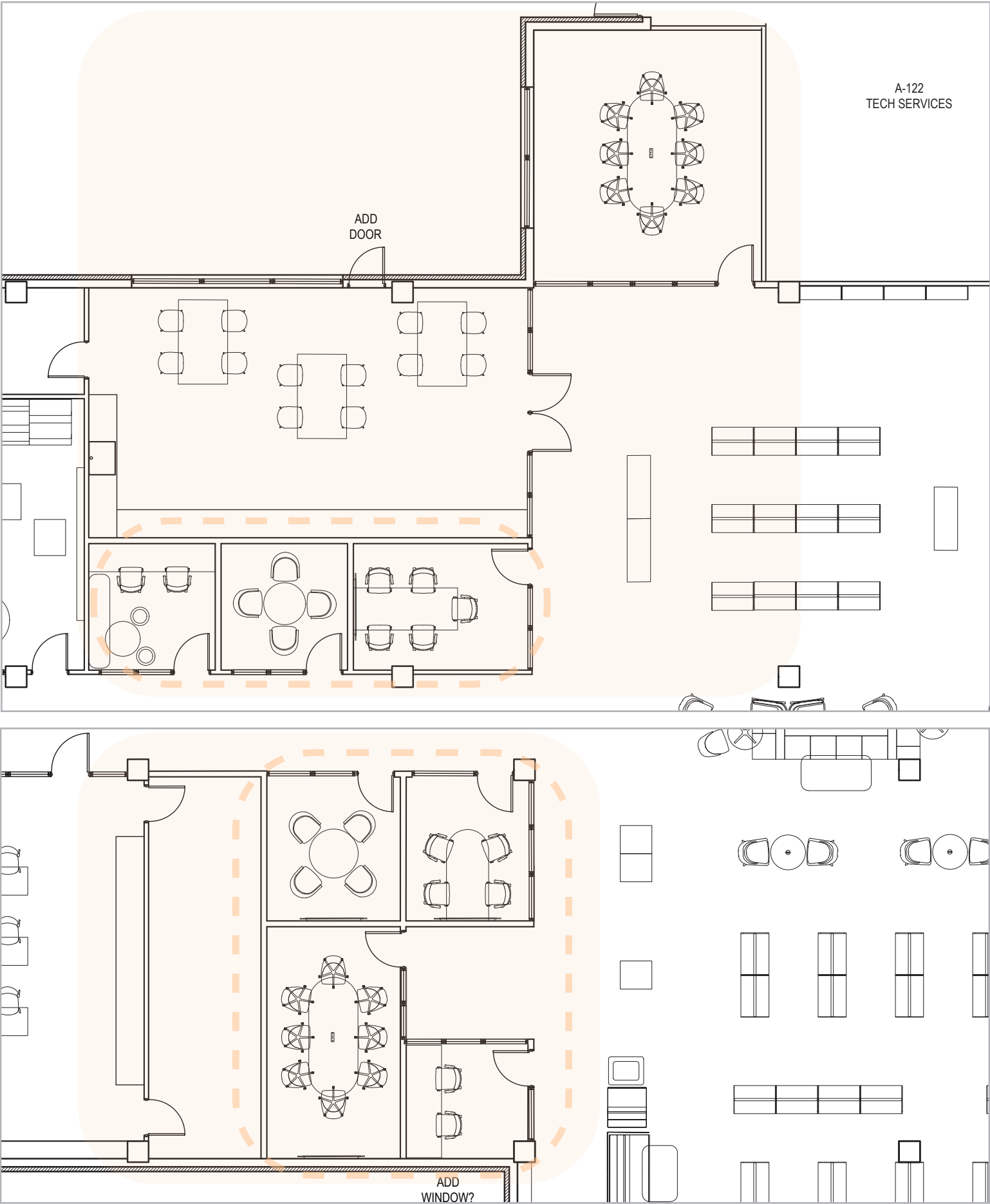
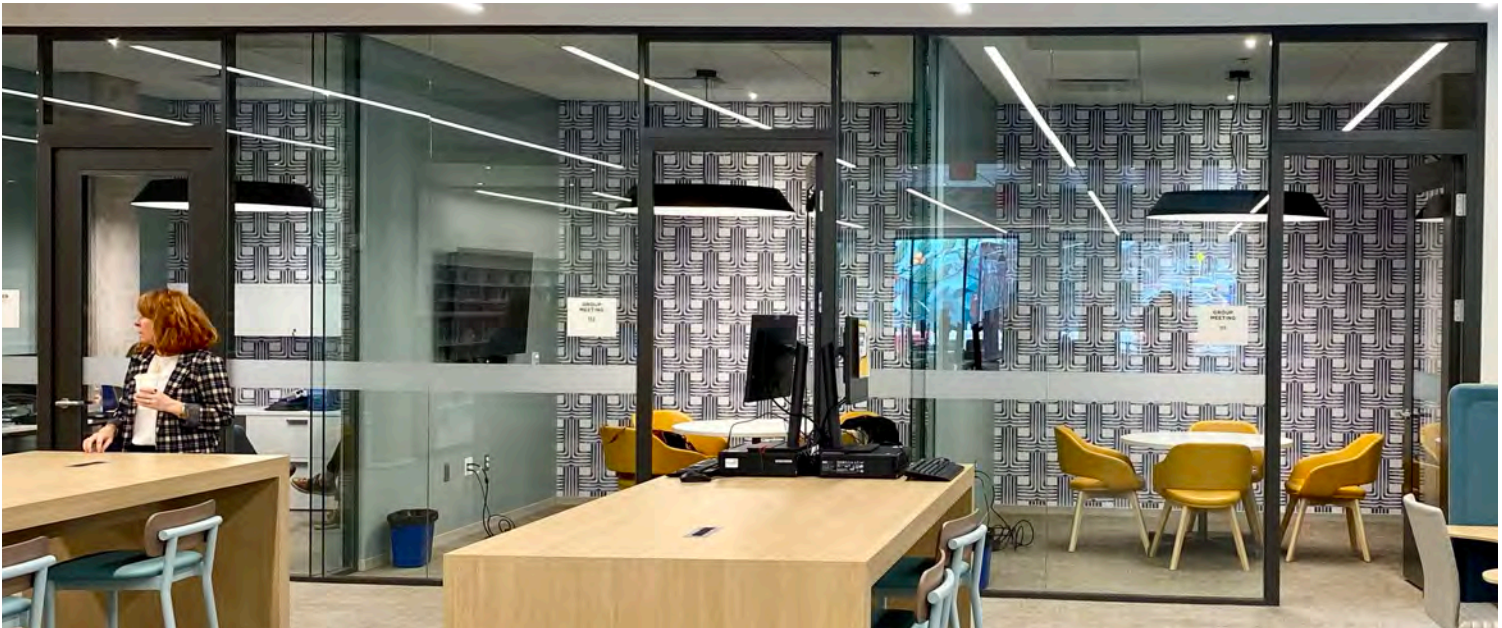
LIBRARY CONCEPT EXAMPLES

MEETING AREAS



LIBRARY CONCEPT EXAMPLES

SMALL MEETING AREAS

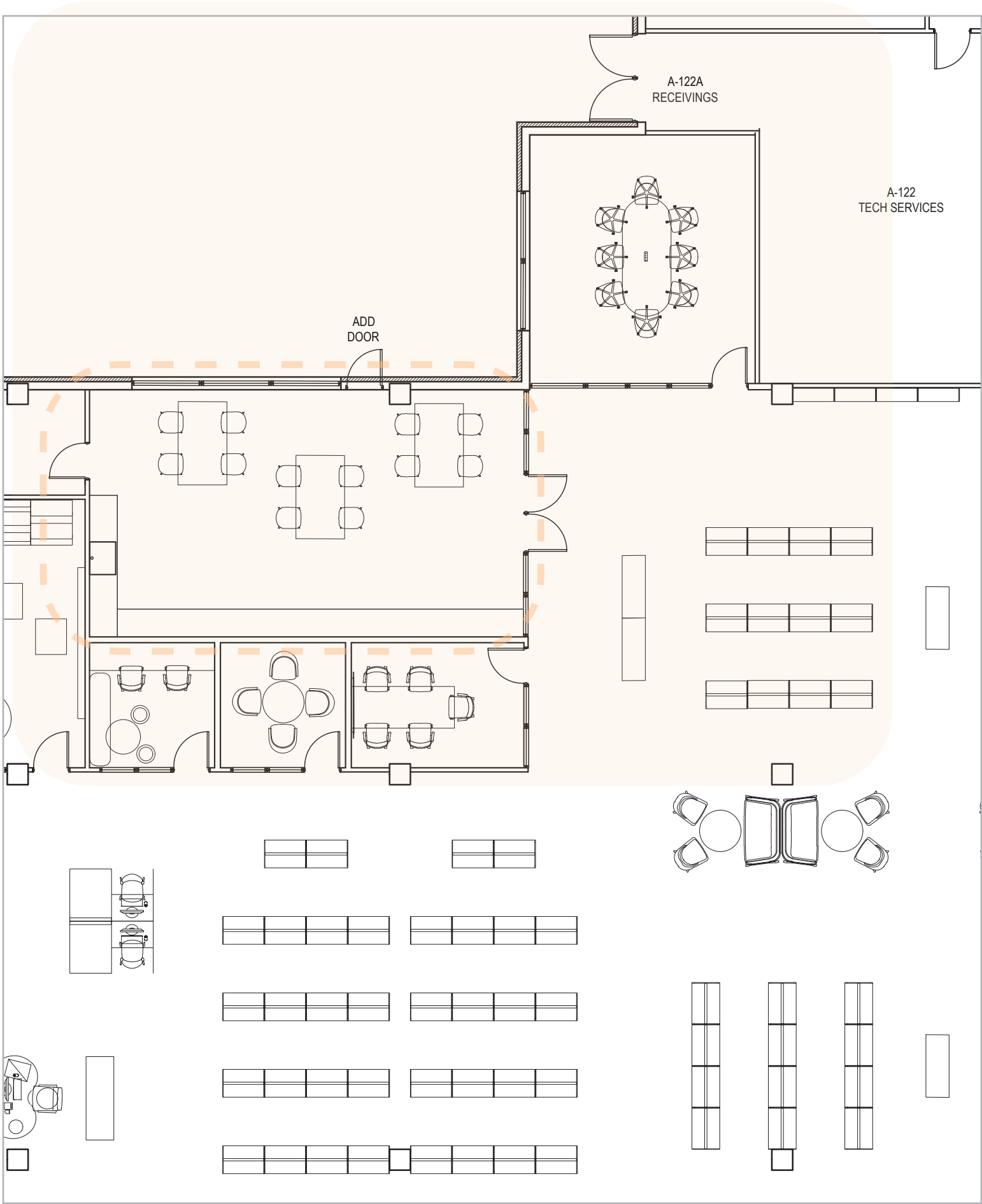


LIBRARY CONCEPT EXAMPLES

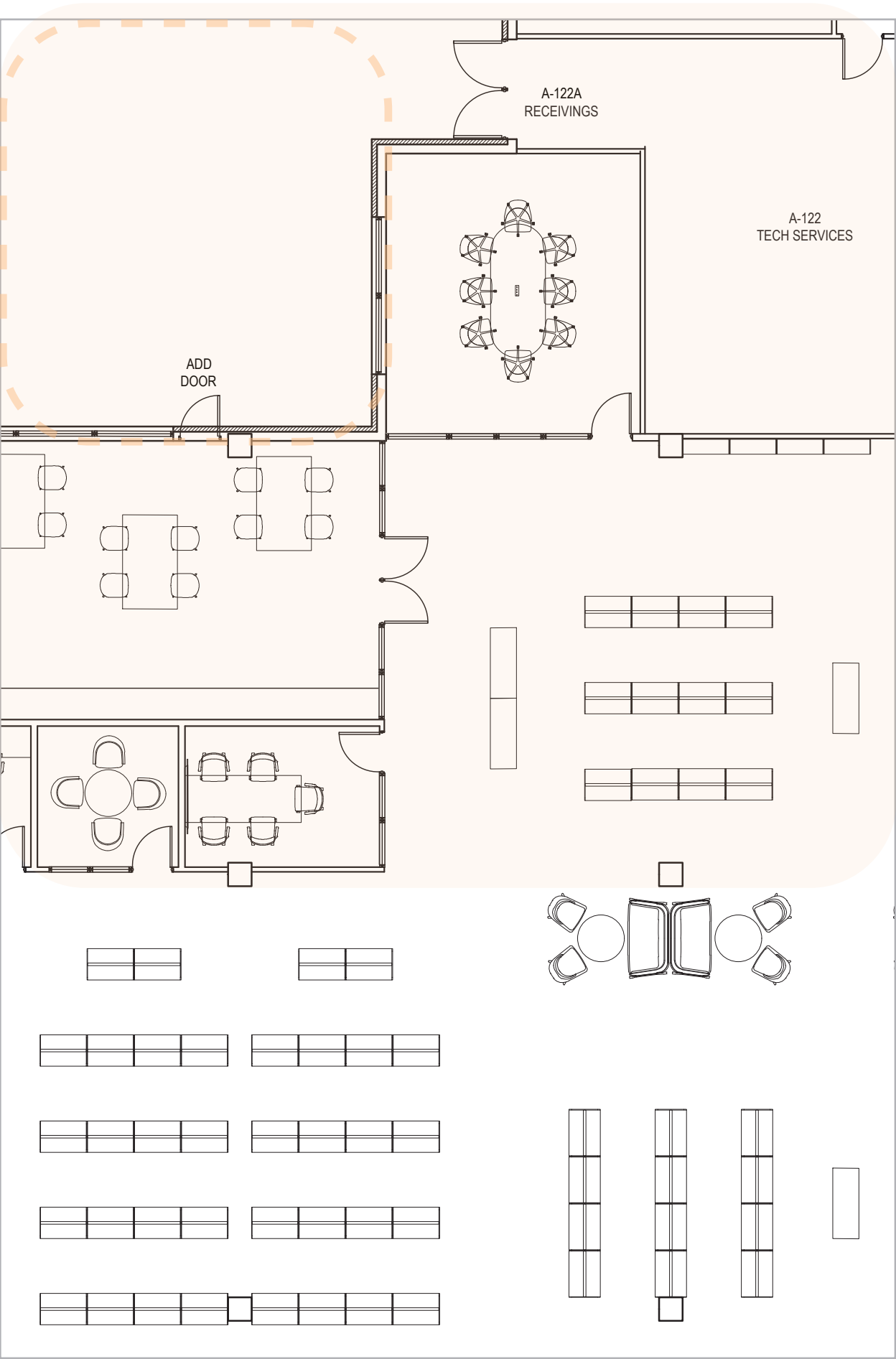
MAKER AREA



Duncanville Public Library / Refresh



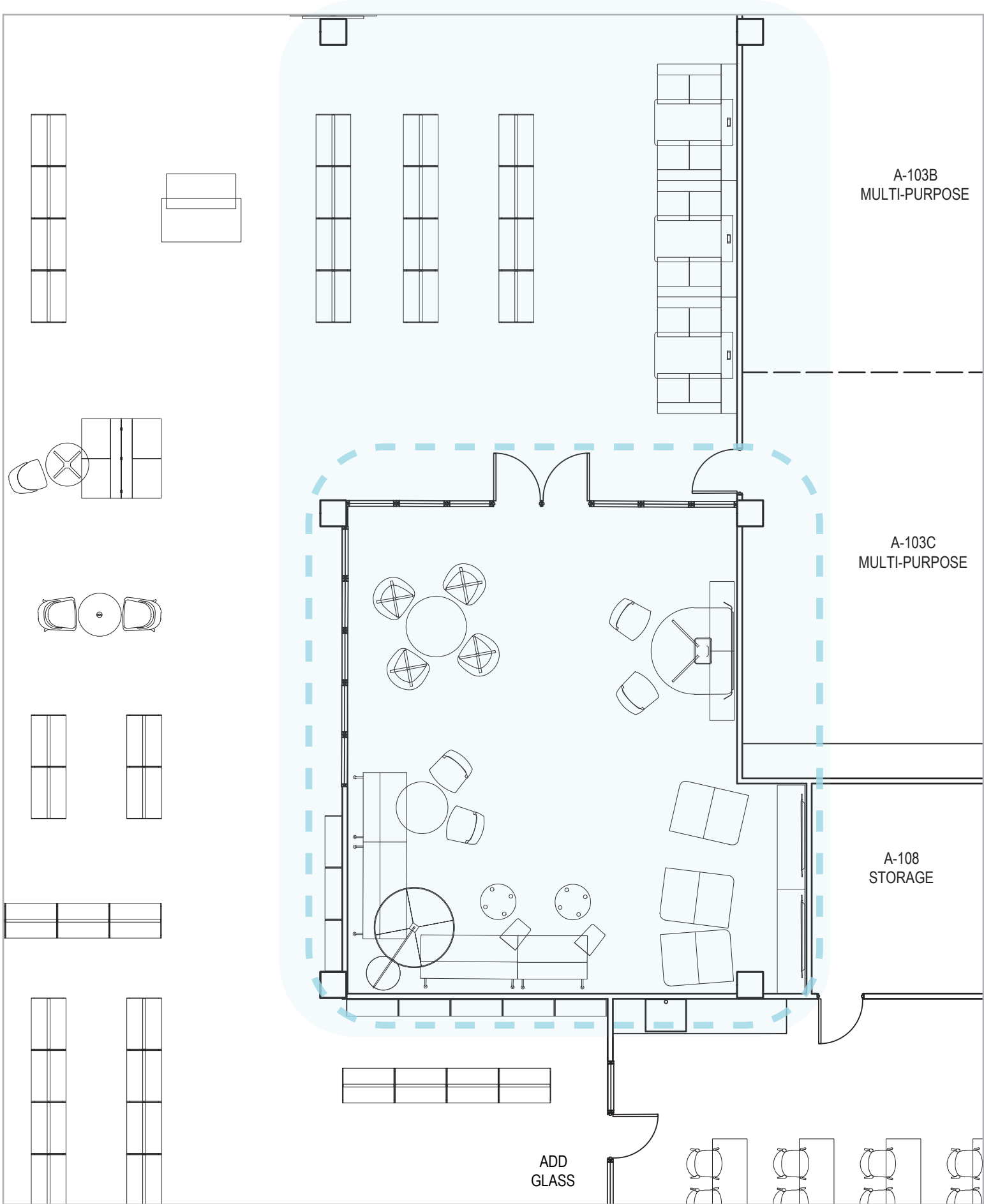
LIBRARY CONCEPT EXAMPLES
OUTDOOR



LIBRARY CONCEPT EXAMPLES
TEEN AREA

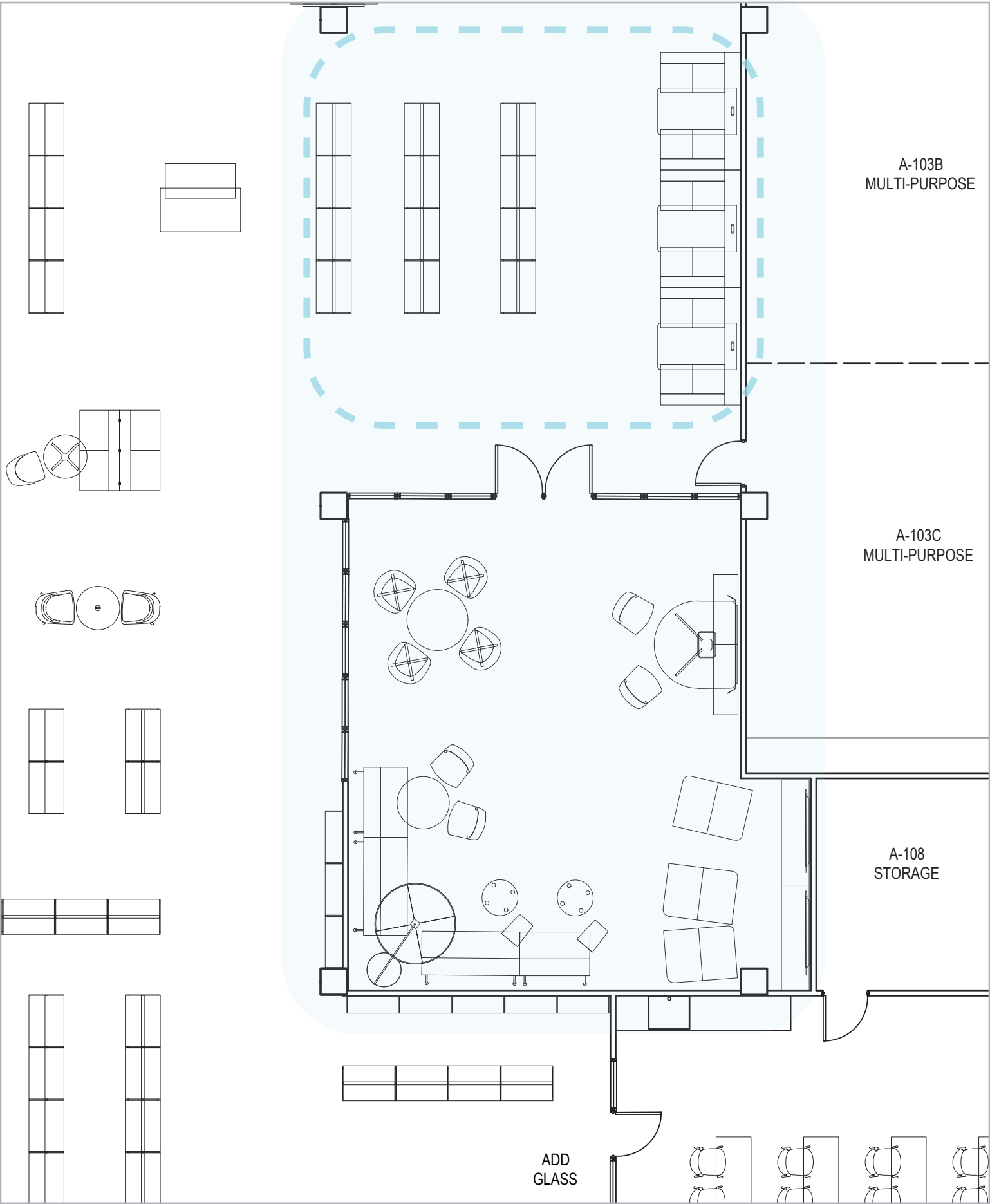


Duncanville Public Library / Refresh

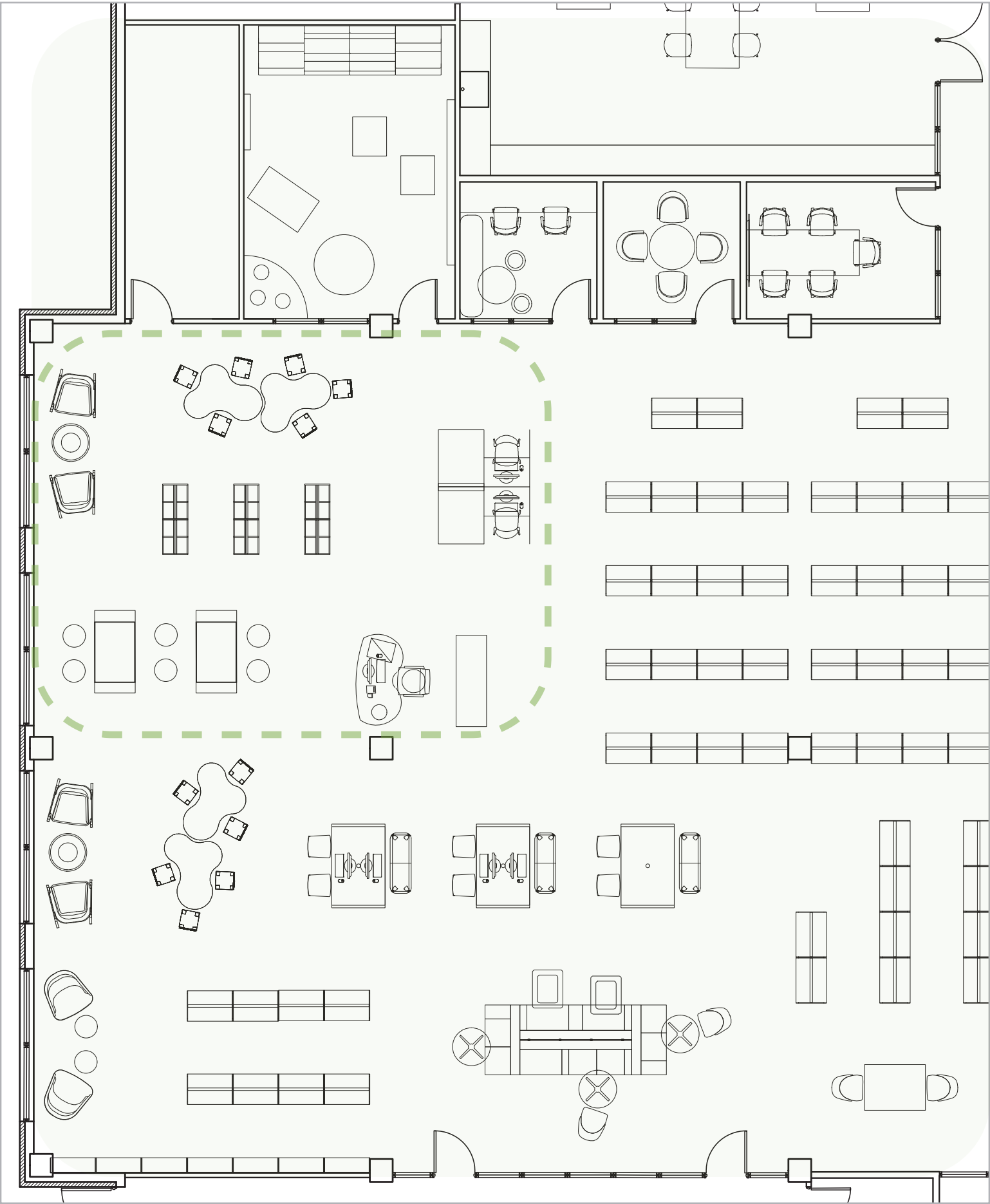


LIBRARY CONCEPT EXAMPLES

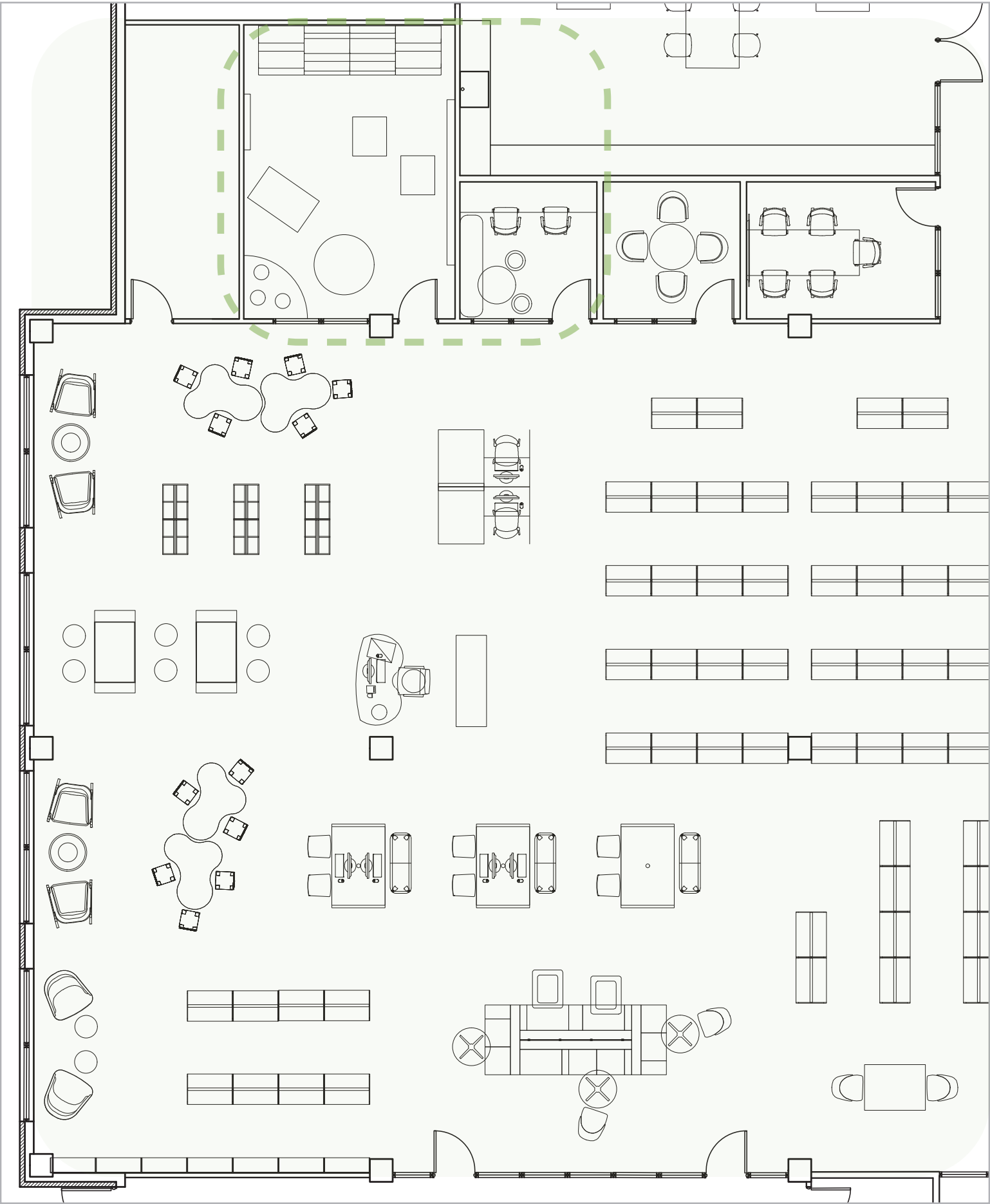
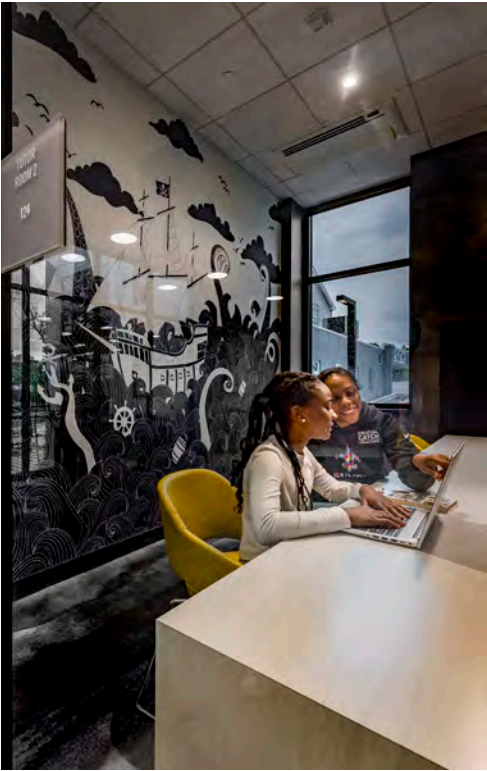
TEEN AREA



LIBRARY CONCEPT EXAMPLES
CHILDREN'S AREA

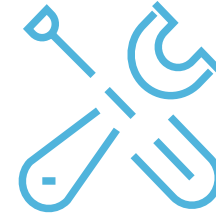


LIBRARY CONCEPT EXAMPLES
SENSORY PROGRAM / TUTOR ROOM

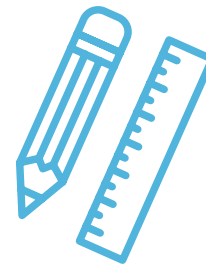


04 PLAN NOTES

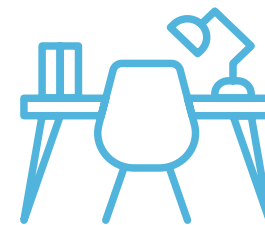
Notes / Assumptions



- Assess existing HVAC loads
- Assess capacity for additional power/data
- Assess roof for leaks at interior ceiling locations
- Assess exterior opportunities for outdoor programming
- Field Verify existing power/data boxes



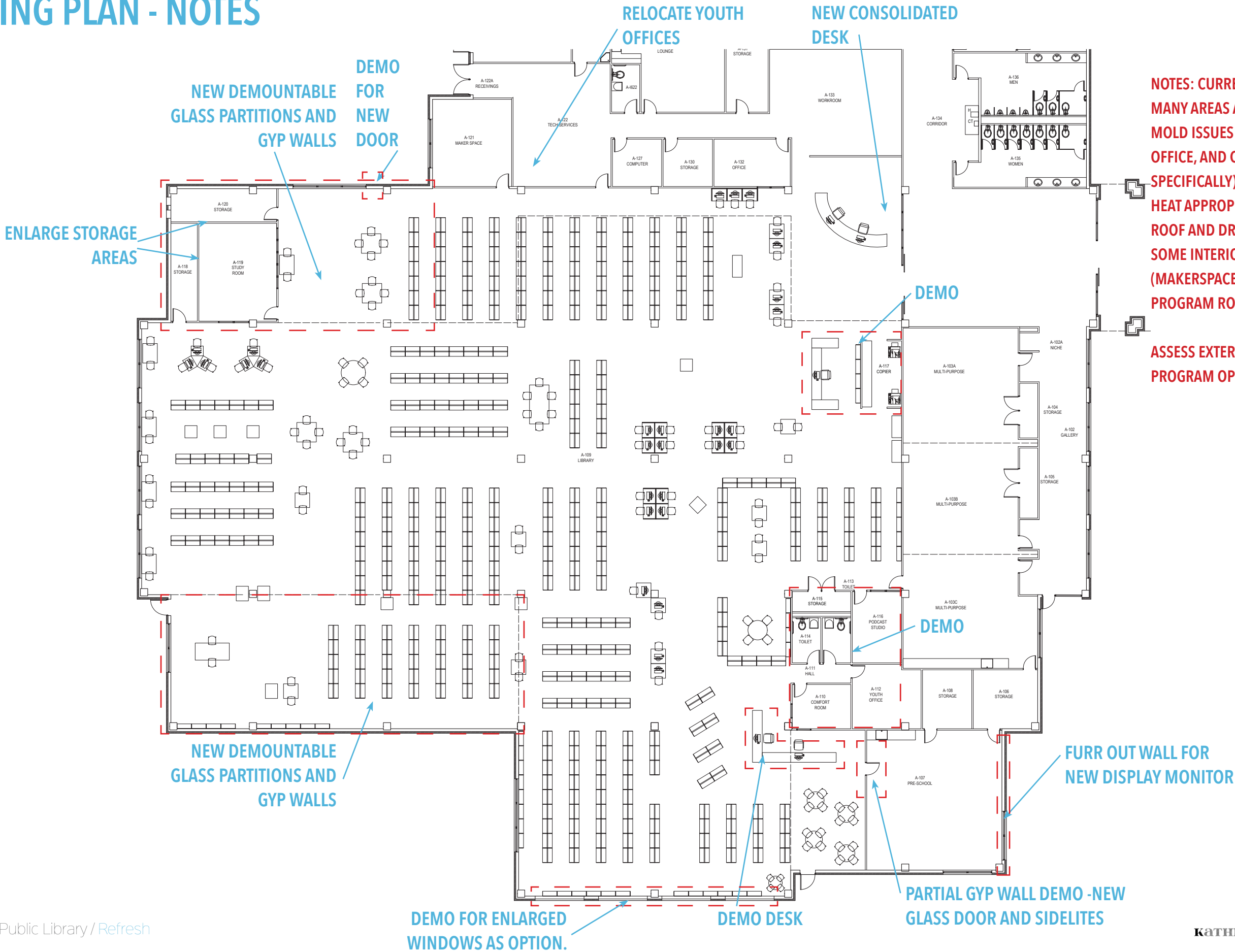
- Confirm all New power/data needs
- Confirm New lighting needs based on final plan
- Confirm New ceilings based on final plan
- Confirm New modular glass walls
- Confirm New exterior windows and doors



- Confirm New walls/glass partitions
- Confirm New flooring (CPT/LVT)
- Confirm New wall finishes (paint/wallcovering)
- Confirm New or reuse shelving
- Confirm New staff desks
- Confirm New furniture

DUNCANVILLE PUBLIC LIBRARY

EXISTING PLAN - NOTES

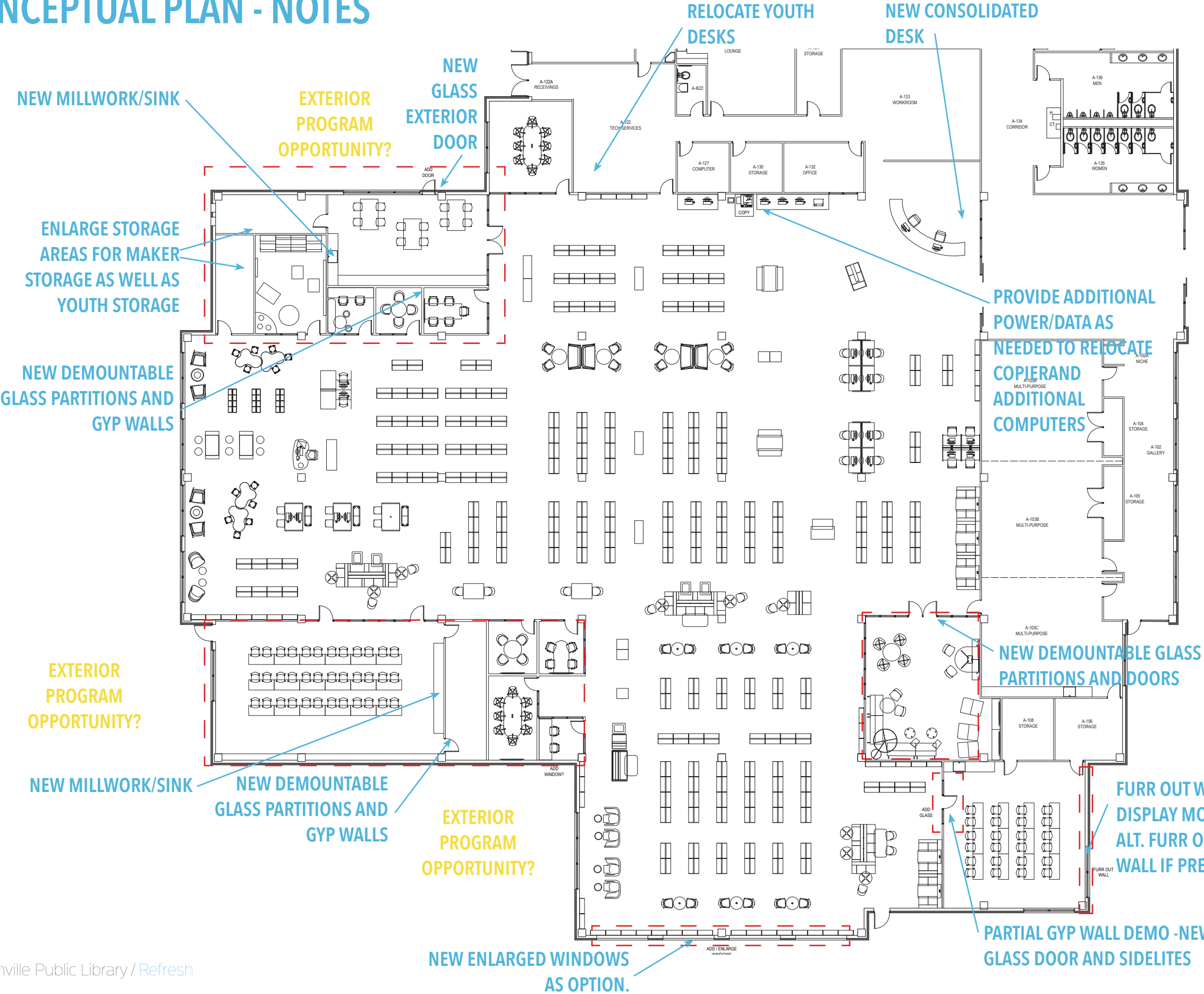


NOTES: CURRENT HVAC NEEDS TO BE ASSESSED. MANY AREAS ARE HUMID AND HAVE HAD MOLD ISSUES (MAKERSPACE, PODCAST, YOUTH OFFICE, AND CHILDRENS PROGRAM ROOM SPECIFICALLY). OTHER AREAS ARE NOT ABLE TO HEAT APPROPRIATELY (STUDY ROOM). ROOF AND DRAINS SHOULD BE ASSESSED AS SOME INTERIOR SPACES SHOW SIGNS OF LEAKS (MAKERSPACE, YOUTH OFFICE, CHILDRENS PROGRAM ROOM.)

ASSESS EXTERIOR AREAS AVAILABLE FOR PROGRAM OPPORTUNITES.

DUNCANVILLE PUBLIC LIBRARY

CONCEPTUAL PLAN - NOTES



GENERAL ASSUMPTIONS: REWORKING OF HVAC, CEILING TILES, LIGHTING, ELECTRICAL AND DATA IS REQUIRED IN NEW ENCLOSED MAKER/ MEETING ROOM /TEEN AREAS.

CONFIRM MAKERSPACE POWER/DATA/ EXHAUST NEEDS. CONFIRM EXACT LOCATION OF ALL EXISTING POWER/FLOORBOXES. FINAL CONCEPT LAYOUT CAN BE MODIFIED TO POSITION LOOSE FURNITURE TO HAVE ACCESS TO EXISTING POWER AND TO LIMIT WHERE NEW POWER MAY BE DESIRED. NEW FURNITURE AND LOWERED SHELVING THROUGHOUT. ALL NEW FLOORING AND WALL FINISHES ARE ASSUMED TO BE REPLACED/PAINTED IN ALL PUBLIC AREAS.

Thank You!

Duncanville City Council Meeting Minutes
Regular Session
Tuesday, November 4, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 4, 2025, at 6:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

Council Present: Mayor Greg Contreras
Mayor Pro-Term DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Councilmember Kyle Pennebaker

Council Arriving At:

Council Absent:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and Interim City Manager Abernethy reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 6:41 p.m.

A. Briefing Update on Outdoor Warning Siren System

Presented by Regional Emergency Management Coordinator Lauren Sanchez. ICM Abernethy suggested we get prepared for replacement as these sirens have a 15-year life span.

B. Brief Council on changing uniform and uniform accessory purchases to Galls, LLC.

Presented by Assistant Police Chief Ron Wilcots.

C. Briefing presentation to provide an update on the Solid Waste and Recycling Procurement Project

Presented by Assistant City Manager-Community Mark Rauscher.

D. Briefing on Armstrong Park Signage Proposal

Presented by Mark Rauscher.

EXECUTIVE SESSION

The Executive Session was called into session at 6:43 p.m., and Mayor Contreras read the item into the record.

The Council closed the Executive Session at 7:22 p.m.

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniel Dale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.**
- B. City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Qnet Information Services.**

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

The City Council convened into Regular Session in the Council Chambers at 7:29 p.m. with Mayor Contreras presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

A. Mayor's Report.

Mayor Contreras encouraged everyone to get out and vote in the Charter Election and commended everyone for participating in the election. He also reported on the TML (Texas Municipal League) Conference in Fort Worth.

B. Councilmembers' Report

Councilmember McBurnett thanked staff for Boo Bash and the Boo with the Blue events for Halloween and reviewed upcoming events happening in the city. He congratulated Kim and Jenny's for their grand opening and gave birthday greetings to Attorney Hager and Councilmember Pennebaker. Mayor Pro Tem Gooden acknowledged citizens reporting that the council could have done a better job of educating the public on the election and apologized for any lack of communication.

C. City Manager's Report

ICM Abernethy reported on the posting of the updated Comprehensive Plan to the website. He reported on proposed changes to the Boards and Commissions. He then introduced the new Executive Liaison for City Administration, Alaiyah Murray.

5. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation for Texas Arbor Day 2025. Arbor Day on November 7th, 2025.

Read by Assistant Director of Parks and Recreation Tyler Agee.

B. Economic Development Department Quarterly Report & Duncanville Community and Economic Development Corporation (DCEDC) Annual Report

Presented by Director of Economic Development Victor Barrerra, Assistant Director of Economic Development Marlon Goff, and Chair/President of the Board of the Duncanville Community and Economic Development Corporation (DCEDC), Patrick Harvey.

C. Nine applicants from the City of Duncanville's first quarter Arts Grant Award cycle for Fiscal Year 2026 are invited to provide a brief 2-minute presentation to the City Council.

Presented by the Communications and Marketing Administrator, Alex Hamby. Each applicant briefly presented their proposal.

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

Mayor Contreras read the item into the record. The following spoke during the Citizens Input Period:

Sandi Ciarochi

913 St. Andrews - Sister City Program

Barry Gordon (email)
1751 Crescent Ln. - Park Signage

Gary Bennett (email)
215 Calder Ave - Roaming Cats

7. CONSENT AGENDA

A. Consider the minutes for the October 21, 2025, City Council Regular Meeting.

B. Consider a resolution to purchase Dell computers from Weaver Government Solutions, not to exceed \$130,400.

RES 2025-557

C. Consider a resolution for the procurement of network equipment from Todo Verde in the amount of \$92,522.53.

RES 2025-558

D. Consider a resolution for the procurement of network security equipment from Todo Verde in the amount of \$140,959.18

RES 2025-559

E. Consider ratifying an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the 2021 International Energy Conservation Code (IECC) and the International Property Maintenance Code (IPMC) 2021 Edition, as the City of Duncanville International Building Code and the amendments thereto.

Councilmember Don McBurnett made a motion to approve the consent agenda, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

APPROVED

ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.**

No action taken.

- B. Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 730 E. IH20.**

Presented by Victor Barrera.

Councilmember Jeremy Koontz made a motion to postpone this item to workshop it during the work session on November 18th, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

TABLED

9. STAFF AND BOARD REPORTS

- A. Highway 67 Temporary Tag Enforcement**

Presented by Assistant Police Chief Adrian Tijerina and Lieutenant Reagan Goodwin.

- B. Hispanic Heritage Festival - Post Event Report**

Presented by Special Event Coordinator Devon Handley.

- C. Parks and Recreation Quarterly Report for Aug. - Oct. 2025.**

Presented by Parks and Recreation Director Bart Stevenson.

ADJOURNMENT

The meeting was adjourned at 9:53 p.m.

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Waste Services of Texas, LTD. and the City of Duncanville to extend the contract term and establish a new contract expiration date of September 30, 2027.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Matt Bryant

BACKGROUND/HISTORY:

On July 16, 2019, the Duncanville City Council approved a Municipal Materials Management Agreement ("Agreement") with Republic Waste Services of Texas, LTD. ("Republic") to provide for continued garbage, recycling, and bulk/brush collection services during the initial term of September 21, 2019, through September 21, 2026.

As the Agreement is set to expire in September 2026, staff began actively researching options for future garbage, recycling, and bulk/brush collection and disposal services this year. Our current contract with Waste Management for solid waste disposal is set to expire in September 2027. Therefore, our goal is to synchronize the expiration dates of both agreements by extending the expiration of this Agreement to September 30, 2027. This alignment will enhance our ability to solicit proposals from vendors for both solid waste disposal and collection services as we plan for the future. Partnering with a single vendor for both solid waste collection and disposal services could lead to better contracted rates for our municipality.

POLICY EXPLANATION:

City Council action is required to approve adjustments to the Agreement with Republic

Services.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution - Municipal Materials Management Agreement Term Extension with Exhibit,
Exhibit A - Seventh Amendment to City of Duncanville Services Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT TO THE MUNICIPAL MATERIALS MANAGEMENT AGREEMENT BY AND BETWEEN REPUBLIC WASTE SERVICES OF TEXAS, LTD. AND THE CITY OF DUNCANVILLE TO EXTEND THE CONTRACT TERM AND ESTABLISH A NEW CONTRACT EXPIRATION DATE OF SEPTEMBER 30, 2027, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID CONTRACT TERM EXTENSION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Republic Waste Services of Texas, Ltd. ("Republic"), entered into a Municipal Materials Management Agreement for Solid Waste, Recycling, Bulky Waste, and Brush Collection and Transport Services, effective September 21, 2019, to provide residential and certain commercial solid waste collection and recycling services within the Duncanville City limits; and

WHEREAS, Section 6, Term, of the Agreement establishes a seven-year contract term, expiring on September 21, 2026; and

WHEREAS, the City of Duncanville wishes to extend the existing agreement with Republic, establishing a new contract expiration date of September 30, 2027, to align with the expiration of our current solid waste disposal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, approves an amendment to the Municipal Materials Management Agreement by and between Republic Waste Services of Texas, Ltd. and the City of Duncanville to extend the contract term and establish a new contract expiration date of September 30, 2027, attached herein and incorporated as Exhibit "A," and authorizes the City Manager to execute the necessary documents related to said contract term extension.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**SEVENTH AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
WITH
REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

**CONTRACT NO. 3230018
MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT is entered into as of _____, 2025 ("Effective Date"), between City of Duncanville (hereinafter "City"), located at 203 E. Wheatland, Duncanville, TX 75116, and Republic Waste Services of Texas, Ltd. hereinafter "Contractor" or "Professional"), located at 1450 E. Cleveland Rd., Hutchins, TX 75141, (collectively and interchangeably referred to as the "Parties" or "Party"), is hereby executed for the purpose of amending and supplementing its previous services agreement ("Original Agreement"), which was entered into as of **July 29, 2019**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor's services related to solid waste and recyclables collection and disposal.

The Original Agreement now requires a modification to extend the contract term.



NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following SEVENTH AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement, to wit:

1.

The provisions of Section 6: Term, as stated in the Original Agreement, are hereby amended to allow for a change to the contract term.

Section 6 is hereby amended as follows:

This Agreement begins on the effective date and expires on September 30, 2027, but shall automatically renew for successive five-year periods (the "Term") unless either party provides written notice of non-renewal at least one hundred and eighty (180) days prior to the expiration of the then-current term, or unless otherwise terminated in accordance with the terms of this Agreement.



**SEVENTH AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
WITH
REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

**CONTRACT NO. 3230018
MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

The Parties hereto agree that, except as specifically provided for by the agreed-upon changes within this Seventh Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the Seventh Amendment, shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this Seventh Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE

(City)

Approved: _____

By: Richard Abernethy

Title: Interim City Manager

Date: _____

**REPUBLIC WASTE SERVICES OF
TEXAS, LTD.**

(Contractor)

Approved: _____

By: Scott Hempel

Title: General Manager

Date: 11/4/25



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution authorizing an amendment to add additional desktop inventory services and to descope non-inventory Texas Water Development Board funds from the Service Line Material Inventory and Replacement Agreement with MRB Group, P.C., reducing the total contract price from \$3,308,253.30 to a total amount not to exceed of \$2,206,423.35.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant

BACKGROUND/HISTORY:

The City of Duncanville was invited to apply for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program. The City prepared RFQ 24-0024 to identify a qualified engineering firm to assist in the preparation, including assistance with the TWDB application and the execution of a Lead Service Line Replacement Program. After reviewing the Request for Qualifications responses, MRB Group was determined to be the most qualified, and a contract was awarded to their firm.

POLICY EXPLANATION:

Staff recently learned that the TWDB has revised its funding determination for the city's project. This revision has increased the funding allocated for the inventory portion while eliminating funding for the non-inventory portion (see Attachment 1).

Additionally, the desktop inventory conducted by LJA Engineering identified only 620 service line materials out of a total of 13,262 services. MRB Group's initial proposal estimated that a field investigation would cover 3,000 meters. Adding the additional 9,642 meters to the contract will increase the agreement by \$1,361,129.00.

Staff requests the removal of non-inventory funds from our original agreement with MRB Group (\$1,361,129.00) and the addition of extra inventory services to the agreement. With these adjustments, the proposed contract price will decrease from \$2,876,472.00 to \$1,918,629.00, as detailed in the accounting outlined below.

Original Agreement Amount: \$2,876,472.00
Reduction: (\$2,318,972.00)
Addition: \$1,361,129.00
Proposed Agreement Amount: \$1,918,629.00
Contingency: \$287,794.35
Total Not to Exceed Authorization: \$2,206,423.35

While the current project estimate does not exceed \$2,206,423.35, the final expenditure amount will depend on receipt of a funding commitment from the TWDB.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Funding Determination Letters, Exhibit A - First Amendment to Contract
24-0024 - MRB Group, Resolution - MRB Group Contract Amendment



P.O. Box 13231, 1700 N. Congress Ave.
 Austin, TX 78711-3231, www.twdb.texas.gov
 Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail sent via email. No hard copy to follow.

January 28, 2025

Douglas Finch
 City Manager
 City of Duncanville
douglas.finch@duncanvilletx.gov

**Re: Funding Determination Letter – SFY 2023 DWSRF-LSLR
 (IIJA-Equivalency)**

Dear Mr. Finch:

The Texas Water Development Board (TWDB) received your application for financial assistance from the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program for the project detailed below.

This project is eligible for DWSRF-LSLR funding in the amounts shown:

Project Description	Duncanville Lead Service Line Inventory and Replacement Program
TWDB Project Number	63059
PIF Number	15296
Inventory	
Inventory Principal Forgiveness (51%)	\$952,347.00
Inventory Loan Amount (0% Loan, includes loan origination fee)	\$915,000.00
Inventory Sub-Total	\$1,867,347.00
Non-Inventory (Planning, Design, Construction)	
Non-Inventory Principal Forgiveness (51%)	\$9,846,122.00
Non-Inventory Loan Amount* (includes loan origination fee)	\$9,460,000.00
Non-Inventory Sub-Total	\$19,306,122.00
Total Principal Forgiveness	\$10,798,469.00
Total Loan	\$10,375,000.00
Total Funding	\$21,173,469.00

**Non-inventory loan portion is funded at the program's current equivalency loan rate.*

Our Mission Leading the state's efforts in ensuring a secure water future for Texas	Board Members L'Oreal Stepney, P.E., Board Member Tonya R. Miller, Board Member Bryan McMath, Executive Administrator
--	---

The closing deadline for a commitment covering Inventory *only* is 12 months. The closing deadline for any other commitment, including those with a combination of Inventory, Planning, Design, and Construction costs is 24 months.

This project is eligible for funding under the capitalization grant provided through the Infrastructure Investment and Jobs Act (IIJA). This is an equivalency project; therefore, the project must follow all federal requirements (e.g. Build America Buy America, SRF Public Project Awareness requirements, Davis-Bacon and Related Acts, etc.).

The application is currently under technical review by TWDB staff. Until the project receives a funding commitment from the TWDB, the budgeted amounts in the application are subject to change.

If you have any questions regarding this funding determination, please contact Rebekkah Sandt at (512) 475-1977 or DWSRF@twdb.texas.gov.

The TWDB appreciates your interest in the DWSRF-LSLR program and looks forward to working with you to complete this project.

Sincerely,

Marvin Cole-Chaney

Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Cc: Matt Bryant, Director of Public Works, matt.bryant@duncanvilletx.gov
Armand Hunt, Engineer, armand.hunt@mrbgroup.com
Robert Dransfield, Bond Counsel, robert.dransfield@nortonrosefulbright.com
Jason Hughes, Financial Advisor, jason.hughes@hilltopsecurities.com
Dain Larsen, RWPD Assistant Director, dain.larsen@twdb.texas.gov
RWPD-Team 3
RWPD-FA
RPWD-Applications



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail sent via email. No hard copy to follow.

October 7, 2025

Mr. Douglas Finch
City Manager
City of Duncanville
douglas.finch@duncanvilletx.gov

**Re: Funding Determination Letter – State Fiscal Year 2023
Drinking Water State Revolving Fund Lead Service Line Replacement
Infrastructure Investment and Jobs Act – Equivalency Project**

Dear Mr. Finch:

The Texas Water Development Board (TWDB) received your application for financial assistance for the project detailed below. ***This is a revised Funding Determination Letter and replaces the letter dated January 28, 2025.***

This project is eligible for Drinking Water State Revolving Fund (DWSRF)-Lead Service Line Replacement (LSLR) funding in the amounts shown:

Program	DWSRF-LSLR
Project Description	Duncanville Lead Service Line Inventory
Project Number	63059
Project Information Form (PIF) Number	15296
Inventory	
Inventory Principal Forgiveness (51%)	\$1,467,551.00
Inventory Loan Amount (0% Loan, includes loan origination fee)	\$1,410,000.00
Inventory Sub-Total	\$2,877,551.00
Non-Inventory (Planning, Design, Construction)	
Non-Inventory Principal Forgiveness (51%)	\$0.00
Non-Inventory Loan Amount* (includes loan origination fee)	\$0.00
Non-Inventory Sub-Total	\$0.00
Total Principal Forgiveness	\$1,467,551.00
Total Loan	\$1,410,000.00
Total Funding	\$2,877,551.00

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member
Bryan McMath, Executive Administrator

The closing deadline for a commitment covering Inventory *only* is 12 months.

This project is eligible for funding under the capitalization grant provided through the Infrastructure Investment and Jobs Act (IIJA). This is an equivalency project; therefore, the project must follow all federal requirements (e.g. Build America Buy America, State Revolving Fund (SRF) Public Project Awareness requirements, Davis-Bacon and Related Acts, etc.).

The application is currently under technical review by TWDB staff. Until the project receives a funding commitment from the TWDB, the budgeted amounts in the application are subject to change.

If you have any questions regarding this funding determination, please contact Rebekkah Sandt at (512) 475-1977 or DWSRF@twdb.texas.gov.

The TWDB appreciates your interest in the DWSRF-LSLR program and looks forward to working with you to complete this project.

Sincerely,

Marvin Cole-Chaney

Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Cc: Matt Bryant, Director of Public Works, matt.bryant@duncanvilletx.gov
Armand Hunt, Engineer, armand.hunt@mrbgroupp.com
Robert Dransfield, Bond Counsel, robert.dransfield@nortonrosefulbright.com
Jason Hughes, Financial Advisor, jason.hughes@hilltopsecurities.com
Dain Larsen, RWPD Assistant Director, dain.larsen@twdb.texas.gov
RWPD-Team 3
RWPD-FA
RWPD-Applications



THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**FIRST AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT WITH
MRB GROUP, P.C.**

**CONTRACT NO. 24-0024
TWDB LEAD SERVICE LINE INVENTORY AND REPLACEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of _____, **2025** (“Effective Date”), between City of Duncanville (hereinafter “City”), located at 203 E. Wheatland Road, Duncanville, Texas 75116, and MRB Group, P.C. (hereinafter “Contractor” or “Professional”), located at 145 Culver Road, Suite 160, Rochester, New York 14620, (collectively and interchangeably referred to as the “Parties” or “Party”), is hereby executed for the purpose of amending and supplementing its previous services agreement (“Original Agreement”), which was entered into as of September 17, 2024, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor’s professional engineering services related to a field inventory of service line construction materials and the replacement of substandard service lines. The Original Agreement was written with the Contractor’s cost and expenses not to exceed TWO MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS (\$2,876,742.00) for the project’s completion and term (the “Total Contracted and Conditional Contract Amount”).

The Original Agreement now requires modifications to add additional desktop inventory services and to descope non-inventory TWDB funds from the project, reducing the contract price from \$2,876,472.00 to \$1,918,629.00.



NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following FIRST AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement, to wit:

1.

The provisions of Section 5: Payment, as stated in the Original Agreement, are hereby amended to permit changes to the project scope and contract price.

Article 5 is hereby amended as follows:

The total CONSULTANT fee shall be as specified in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of **\$1,918,629.00, One Million Nine Hundred Eighteen Thousand Six Hundred Twenty-Nine Dollars and Zero Cents**, for all services authorized in writing and properly performed by CONSULTANT in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT for services performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONSULTANT agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

TWDB Lead Service Line Inventory and Replacement Payment Schedule (payable on a percentage to completion basis):

1. <u>TWBD Funds Program 1 – Field Inventory Phase</u>	<u>\$1,784,629.00</u>
2. <u>Special Services</u>	<u>\$134,000.00</u>
<u>Total Not-to-Exceed Cost</u>	<u>\$1,918,629.00</u>

2.



**FIRST AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT WITH
MRB GROUP, P.C.**

**CONTRACT NO. 24-0024
TWDB LEAD SERVICE LINE INVENTORY AND REPLACEMENT**

The Parties hereto agree that, except as specifically provided for by the agreed-upon changes within this First Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the First Amendment, shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this First Amendment by and through their respective duly authorized representatives and officers as indicated below:

**CITY OF DUNCANVILLE
(City)**

Approved: _____

By: Richard Abernethy

Title: Interim City Manager

Date: _____

**MRB Group, P.C.
(Contractor)**

Approved: _____


By: _____ Armand Hunt

Title: _____ Project Manager

Date: _____ 11/5/2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO ADD ADDITIONAL DESKTOP INVENTORY SERVICES AND TO DESCOPE NON-INVENTORY TEXAS WATER DEVELOPMENT BOARD FUNDS FROM THE SERVICE LINE MATERIAL INVENTORY AND REPLACEMENT AGREEMENT WITH MRB GROUP, P.C., ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, REDUCING THE TOTAL CONTRACT PRICE FROM \$2,876,742.00 TO \$1,918,629.00, AUTHORIZING AN APPROPRIATION OF \$287,794.35 AS A PROJECT CONTINGENCY FOR FUTURE CHANGE ORDERS, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF \$2,206,423.35; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID AMENDMENT, INCLUDING CHANGE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City's utility infrastructure; and

WHEREAS, the City of Duncanville, Texas, entered into an agreement with MRB Group, P.C. for engineering services related to the completion of a service line material inventory and subsequent Lead Service Line Replacement Program; and

WHEREAS, the City of Duncanville applied for financial assistance from the Texas Water Development Board for service line material inventory and replacement; and

WHEREAS, Duncanville was selected to receive funding from the Texas Water Development Board (TWDB) for the Service Line Project, and

WHEREAS, in October 2025, staff learned that the TWDB had revised its funding determination for the city's project, increasing funding allocated for the inventory portion while eliminating funding for the non-inventory portion;

WHEREAS, change orders increasing the total contract price or valued at \$50,000 or greater require City Council approval, and a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

WHEREAS, an amendment to the Professional Services Agreement is proposed to revise the project scope and decrease the contract value.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, approves an amendment to add additional desktop inventory services and to descope non-inventory TWDB funds from the Service Line Material Inventory and Replacement Agreement with MRB Group, P.C., attached hereto and incorporated herein as Exhibit A, reducing the total not to exceed contract price from \$3,308,253.30 to 2,206,423.35; authorizing the City Manager to execute the necessary documents related to said amendment, including change orders; and, providing for an effective date.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider an Ordinance amending the FY 2025-2026 budget by appropriating resources received for projects, grants, and donations in FY 2025 and amending expenditures.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Jennifer Otey

BACKGROUND/HISTORY:

The City of Duncanville has numerous ongoing projects and needs that require FY 2025 funding and resources to be carried over into FY 2026. Though staff makes every effort to propose expected expenditures, the timing of project awards and expenditures made do not always align with the annual budget process. Amended expenditures are covered by resources available within the fund balance from the prior year and the current year's projected revenue. Each fund summary attached to the ordinance lists the specific projects and amounts.

Fund 013 - Grants and Donations

This fund tracks donations and grants received. The Police, Fire, and City Marshal receive an annual allotment for law enforcement-related training from the State Comptroller's Office. These funds can only be spent on training. Whatever funds remaining can be used in a later year. The budget amendment will allocate the remaining balance as of 09-30-2025 for use in FY 2026.

There are a few grants approved by Council: Resolution 2024-228 - JAMAR Radars (\$9,080.80); Resolution 2024-227 - Ballistic Helmets (\$8,704.52); and Resolution 2025-446 - Storage Boxes (\$6,537.99) all through the City of Dallas from Department of

Justice (JAG Grants). Funding has been received, but expenditures have not been made.

Additionally, this fund tracks donations received by the Police, Fire, Library, Parks, and Tree Replacements. Funds can be used to offset the unbudgeted needs of the department. The Tree Replacement fund is to cover replacing trees; developers are required to pay into the Tree Reforestation fund by ordinance when trees are removed and not replaced. This amendment will budget the remaining balances as of 09-30-2025 for use in FY 2026.

Fund 016- Fleet Replacement

Fleet and Equipment Replacements are expensed out of this fund. Transfers are made from the various departments for future replacements. The budget amendment will carry over the remaining balance as of 09-30-2025 to cover FY 2025 replacements not received.

Fund 017- Utility CIP

All Utility CIP projects are expensed out of this fund. Transfers are made from the Utility Operations Fund to cover the expenses of CIP projects. The budget amendment will carry over the remaining balance as of 09-30-2025 for use in FY 2026 for ongoing projects.

Fund 024 - Parks CIP

The Harrington Park project continues into FY 2026. This expenditure was a part of the 2018 list of bond-supported projects. This amendment carries forward the remaining budget. The project was approved by Resolution 2024-377.

Fund 025 - Alley CIP

All Alley reconstruction projects are expensed out of this fund. Funding for transfers is supported by the Sanitation Fund. Alley garbage customers pay a higher rate to cover Alley reconstruction projects. Additionally, the drainage fund supports a portion of the alley projects. The budget amendment will carry over the remaining balance as of 09-30-2025 for use in construction of the Cherry Street/Center Street Phase 2 alley reconstruction. The design is complete.

Fund 026 - Capital Improvement Fund

This fund tracks the projects from the 2018 bond program. For FY 2026, the projects to roll forward at this time are the Harrington Park Project; the funds are for the construction management, and the Cedar Ridge Reconstruction project. This project is currently under construction bids review.

Fund 041 - ONE TIME PROJECTS

This fund tracks one-time projects covered by the support of General Fund transfers. FY 25 projects to carry forward are the LED at Main/Wheatland sign replacement, Police Facility Needs Assessment, and a design project required as a part of a TxDot Landscaping Grant. Additionally, the City had an insurance claim filed for damaged

roofs at Fire Station 2 and various Parks facilities. The City received funds from the insurance company for replacement (\$40,763). Fire Station 2 was already repaired in FY 2025. This amendment includes utilizing fund balance resources in this fund to cover the remaining roofs (App \$40,000).

Fund 050 - Asset Forfeiture

This fund tracks local, state, and federal court awarded funds seized through law enforcement. Funds have to be spent on law enforcement-related activities and items. An additional \$200,000 is requested for FY 2026 expenditures.

Fund 758 - ARPA

This fund is to track revenue received for COVID relief from the American Rescue Plan Act of 2021. Projects have been identified, and the budget amendment will roll over the remaining funds for outstanding projects. The outstanding projects carrying forward into FY 2026 are the implementation of the Tyler Municipal Justice Court system, and the Harrington Park bond project.

POLICY EXPLANATION:

The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Ordinance 2569 - Budget Amendment - Projects and CIP

ORDINANCE NO. 2569

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2025-2026 BUDGET BY APPROPRIATING RESOURCES RECEIVED FOR PROJECTS, GRANTS, DONATIONS, AND CAPITAL PROJECTS IN FY 2024-2025 AND AMENDING EXPENDITURES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2025-2026 Budget by Ordinance 2549 on September 16, 2025; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the requested amendments are funds, as referenced in "Exhibit A", designated as special use and Capital Improvement Funds with resources received in FY 2025 and the expenditures necessary to complete projects; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: The budget and fund accounts adopted therein for the Fiscal Year 2025-2026 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2: The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3: A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

013 - GRANT FUND SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
54 - INTERGOV REVENUES	122,790	395,000		395,000
56 - FRANCHISE FEE REV	0	0		0
58 - TRANSFER FROM FUNDS	0	0		0
59 - OTHER SOURCES	8,069	4,675		4,675
Revenue Total	130,859	399,675	(0)	\$399,675
Expense				
60 - SALARY AND BENEFITS	24,270	20,471		20,471
72 - SUPPLIES & MATERIALS	17,578	6,075	85,313	91,388
73 - CONTRACT & PROF SVCS	63,712	325,807	8,893	334,700
74 - MAINT & REPAIR SVCS	0	0		
75 - UTILITIES	3,609	4,500		4,500
76 - CAPITAL OUTLAY	0	0		
78 - TRANSFER TO FUNDS	0	0		
Expense Total	109,169	356,853	94,206	\$451,059
REVENUES OVER (UNDER) EXPENSES	\$21,690	\$42,822		(\$51,384)
BEGINNING FUND BALANCE	\$438,186			\$459,876
ENDING FUND BALANCE PROJECTED	\$459,876			\$408,492

GRANT / DONATION	FY 2025 ENDING CASH BALANCE	ORIG BUDGET	AMENDMENT	FY 2026 REVISED BUDGET
PDGR00002 - Police Leose Funds	\$ 5,307.73	\$ 3,175.00	\$ 2,125.00	5,300.00
FDGR00004 - Fire Leose Funds	\$ 4,406.53	\$ 2,632.00	\$ 1,368.00	4,000.00
GGR000002 - Marshal Leose Funds	\$ 5,490.18		\$ 5,400.00	5,400.00
PDDN00001 - Police Donations	\$ 3,766.37	\$ 2,000.00	\$ 1,750.00	3,750.00
FDDN00001 - Fire Donations	\$ 6,604.66	\$ 2,075.00	\$ 4,525.00	6,600.00
LBDN00001 - Library Donations	\$ 6,813.25	\$ 2,000.00	\$ 4,800.00	6,800.00
PK-DONATE - Park Donations	\$ 1,932.00		\$ 1,932.00	1,932.00
PKDN00001 - Donation (Tree Replacement)	\$ 50,406.35		\$ 40,000.00	40,000.00
PD-SANTACP - Santa Cop Donations	\$ 1,431.43		\$ 1,431.00	1,431.00
PD-2025004 - FY 2025 JAG Grant - Storage Bo	\$ 6,537.99		\$ 6,537.99	6,537.99
PD-2024008 - JAMAR Radars (PD-JAG Grant)	\$ 9,080.80		\$ 9,080.80	9,080.80
PD-2024009 - Ballistic Helmets (PD-JAG Grant)	\$ 8,704.52		\$ 8,704.52	8,704.52
PD-2025001 - Bullet Proof Vests FY22 JAG	\$ 6,552.18		\$ 6,552.18	6,552.18
	\$ 117,033.99	\$ 11,882.00	\$ 94,206.49	\$ 106,088.49

Police, City Marshal, and Fire Departments receive an annual allotment from the Texas Comptroller Law Enforcement Officer Standards and Education Fund to be used for continuing education. The balances as of end of FY 2025 to be rolled forward for the departments to use. Donations are received on an occasional basis for Police, Fire, Library, and Parks/Recreation. Donations can be used to cover unbudgeted expenses or expenses toward annual banquet for example. Parks receives donations for senior meals. The Tree Replacement Fund are the fees charged to developers who have trees removed and do not replace.

EXHIBIT A
**FLEET REPLACEMENT
SUMMARY**
FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
55 - INTEREST	0	0		
58 - TRANSFER FROM FUNDS	0			
59 - OTHER SOURCES	1,256,845	1,024,641		1,024,641
Revenue Total	1,256,845	1,024,641	0	\$1,024,641
Expense				
72 - SUPPLIES & MATERIALS	10,704	0		
76 - CAPITAL OUTLAY	1,103,402	1,000,000	922,516	1,922,516
Expense Total	1,114,106	1,000,000	922,516	\$1,922,516
REVENUES OVER (UNDER) EXPENSES	\$142,739	\$24,641		(\$897,875)
BEGINNING FUND BALANCE	2,315,246			\$2,457,985
ENDING FUND BALANCE PROJECTED	\$2,457,985			\$1,560,110

AMENDMENTS REQUESTED - Items ordered but not received in FY25

1. Fire Brush Truck - Resolution 2024-245
2. Other replacements from FY25 - rollover to catch up

Original Amount
\$236,789
\$685,727
\$922,516

EXHIBIT A
**017 - UTILITY CAPITAL PROJECTS
SUMMARY**
FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
54 - INTERGOV REVENUES	167,420	0	145,000	145,000
55 - INTEREST	0			
58 - TRANSFER FROM FUNDS	5,250,000	3,000,000		3,000,000
59 - OTHER SOURCES	0	0		
Revenue Total	5,417,420	3,000,000	(0)	\$3,145,000
Expense				
73 - CONTRACT & PROF SVCS	50,123	0	249,879	249,879
76 - CAPITAL OUTLAY	1,249,094	3,000,000	6,853,656	9,853,656
Expense Total	1,299,217	3,000,000	7,103,535	\$10,103,535
REVENUES OVER (UNDER) EXPENSES	\$4,118,203	(\$0)		(\$6,958,535)
BEGINNING FUND BALANCE	\$3,693,449			\$7,811,652
ENDING FUND BALANCE PROJECTED	\$7,811,652			\$853,118

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	FY 2025 - Remaining Amount
1. FY 2025 Pipebursting @ Freeman	\$1,000,000	\$1,000,000
2. Summit Pump Station - Generator Resolution 2023-118	\$655,007	\$381,332
3. Cedar Ridge Utility portion - Reconstruction - Reviewing Bids		\$3,540,192
4. Water/Wastewater @ Greenbriar Estates - Nob Hill		\$1,000,000
5. Water/Wastewater Master Plan Updates		\$249,879
6. SCADA System - Equipment Replacement - Resolution 2023-062	\$480,000	\$175,175
7. Softwood Sanitary Sewer Aerial	\$1,339,121	\$756,957
		\$7,103,535

EXHIBIT A

024 - PARK CAPITAL IMPROV FUND SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Row Labels	Actual FY 20-21	Revised Budget FY 22-23		
Revenue				
54 - INTERGOV REVENUES	0	0		
58 - TRANSFER FROM FUNDS	0	0		
59 - OTHER SOURCES	0			
Revenue Total	0	0	(0)	(\$0)
Expense				
72 - SUPPLIES & MATERIALS	0	0		
76 - CAPITAL OUTLAY	659,549	0	2,874,744	2,874,744
Expense Total	659,549	0	2,874,744	\$2,874,744
REVENUES OVER (UNDER) EXPENSES	(\$659,549)	(\$0)		(\$2,874,744)
BEGINNING FUND BALANCE	\$3,556,115			\$2,896,566
ENDING FUND BALANCE PROJECTED	\$2,896,566			\$21,822

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	FY 2025 - Remaining Amount
1. Harrington Park Bond Project Res. 2024-377	\$3,484,054	\$2,874,744

EXHIBIT A

025 - ALLEY IMPROVEMENT FUND SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
58 - TRANSFER FROM FUNDS	200,000	200,000		200,000
Revenue Total	200,000	200,000	(0)	\$200,000
Expense				
73 - CONTRACT & PROF SVCS	0			
76 - CAPITAL OUTLAY	8,403	80,000	453,408	533,408
Expense Total	8,403	80,000	453,408	\$533,408
REVENUES OVER (UNDER) EXPENSES	\$191,597	\$120,000		(\$333,408)
BEGINNING FUND BALANCE	\$299,552			\$491,149
ENDING FUND BALANCE PROJECTED	\$491,149			\$157,741

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	FY 2025 - Remaining Amount
1. Cherry Street/Center Phase 2 - Construction		\$453,408

EXHIBIT A

026 - CAPITAL IMPROVEMENT PROJ FUND SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
55 - INTEREST	660,558	0		
58 - TRANSFER FROM FUNDS	0	0		
59 - OTHER SOURCES	0	0		
Revenue Total	660,558	0	(0)	(\$0)
Expense				
73 - CONTRACT & PROF SVCS	0	0		
76 - CAPITAL OUTLAY	79,781	0	1,845,441	1,845,441
Expense Total	79,781	0	1,845,441	\$1,845,441
REVENUES OVER (UNDER) EXPENSES	\$580,778	(\$0)		(\$1,845,441)
BEGINNING FUND BALANCE				\$8,387,042
ENDING FUND BALANCE PROJECTED				\$6,541,601

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	FY 2025 - Remaining Amount
1. Construction Management - Harrington Park Project	\$122,612	\$113,561
2. Cedar Ridge Reconstruction (Bond funds portion)	\$2,000,000	\$1,731,880
		\$1,845,441

EXHIBIT A

**041 - ONE-TIME PROJECTS
SUMMARY**

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
58 - TRANSFER FROM FUNDS	1,175,586	0		
59 - OTHER SOURCES	40,763	0		
Revenue Total	1,216,349	0	0	(\$0)
Expense				
72 - SUPPLIES & MATERIALS	14,269	458,903		458,903
73 - CONTRACT & PROF SVCS	242,155	536,575	112,250	648,825
74 - MAINT & REPAIR SVCS	0	0		0
76 - CAPITAL OUTLAY	128,359	506,600	38,000	544,600
78 - TRANSFER TO FUNDS	0	0		0
Expense Total	384,784	1,502,078	150,250	\$1,652,328
REVENUES OVER (UNDER) EXPENSES	\$831,565	(\$1,502,078)		(\$1,652,328)
BEGINNING FUND BALANCE	\$923,144			\$1,754,709
ENDING FUND BALANCE PROJECTED	\$1,754,709			\$102,381

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Carry Forward / Projects
1. LED Signage	38,000.00
2. Roof Replacements @ Lions, Harrington, and Alexander Parks. Received a portion from insurance to cover, which included Fire Station 2. Fire Station 2 replaced in FY25	40,000.00
3. TxDot Landscaping Grant - Design covered by City	12,250.00
3. Police Facility Needs Assessment - Funds transferred in FY25 - encumbered in FY26	60,000.00
	150,250.00

EXHIBIT A

ASSET FORFEITURE SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
54 - INTERGOV REVENUES	173,812	36,800		36,800
58 - TRANSFER FROM FUNDS	0	0		
Revenue Total	173,812	36,800	0	\$36,800
Expense				
76 - CAPITAL OUTLAY	25,699	0		
79 - OTHER FINANCING USES	347,244	220,000	200,000	420,000
Expense Total	372,943	220,000	200,000	\$420,000
REVENUES OVER (UNDER) EXPENSES	(\$199,132)	(\$183,200)		(\$383,200)
BEGINNING FUND BALANCE	\$3,574,091			\$3,374,959
ENDING FUND BALANCE PROJECTED	\$3,374,959			\$2,991,759

EXHIBIT A

758 - AMERICAN RESCUE PLAN SUMMARY

FY 2025-26 BUDGET AMENDMENTS - 11.18.2025

REVENUES	UNAUDITED ACTUAL FY 24-25	BUDGET FY 25-26	AMENDMENT	REVISED BUDGET FY 25-26
Revenue				
54 - INTERGOV REVENUES	0	0		
55 - INTEREST	118,461	0		
58 - TRANSFER FROM FUNDS	0	0		
Revenue Total	118,461	0	(0)	(\$0)
Expense				
60 - SALARY AND BENEFITS	1,771	0		
72 - SUPPLIES & MATERIALS	84,754	0		
73 - CONTRACT & PROF SVCS	193,216	0		
76 - CAPITAL OUTLAY	232,789	369,600	365,978	735,578
78 - TRANSFER TO FUNDS	0	0		
79 - OTHER FINANCING USES	0	0		
Expense Total	512,530	369,600	365,978	\$735,578
REVENUES OVER (UNDER) EXPENSES	(\$394,069)	(\$369,600)		(\$735,578)
BEGINNING FUND BALANCE	\$1,251,532			\$857,463
ENDING FUND BALANCE PROJECTED	\$857,463			\$121,885

AMENDMENTS REQUESTED - Rollover budget and project balances.

	Original Amount	FY 2025 - Remaining Amount
1. Municipal Justice Court System -Impementation	\$147,090	\$37,204
4. Harrington Park - bond project (\$500,000 already in budget)	\$550,000	\$328,774
		\$365,978



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution Authorizing the Disbursement of DCEDC Funds in the Amount of \$58,500 to STAR Transit for FY 2025-2026 Public Transportation Services.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Marcela Perez

BACKGROUND/HISTORY:

The City of Duncanville entered into an Interlocal Cooperative Agreement with STAR Transit in 2024 to provide public transportation services for Duncanville residents. The agreement includes automatic annual renewal unless either party provides written notice of termination. STAR Transit provides demand-response service and fixed-route connectivity to regional transit systems, supporting workforce mobility, senior access, and community connectivity.

The Duncanville Community and Economic Development Corporation (DCEDC) Board previously allocated funding for this service in its FY 2025–2026 Adopted Budget. The DCEDC budget was approved by the City Council, which included \$58,500 for STAR Transit services for FY 2025–2026.

While the contract remains in effect and the expenditure is already budgeted, the annual presentation to City Council serves as a transparency and accountability measure to receive an update from STAR Transit on ridership, performance, and service impacts, and to authorize the annual disbursement of DCEDC funds.

Approval of this Resolution authorizes the release of \$58,500 in DCEDC funds to STAR Transit for FY 2025–2026 transit service.

POLICY EXPLANATION:

The Duncanville Community and Economic Development Corporation (DCEDC) may fund projects and programs that promote new or expanded business development under Texas Local Government Code Chapter 505 (Type B Corporations). Public transportation services that improve access to jobs, retail activity, and workforce mobility are considered eligible economic development activities when supported by the DCEDC Board and included in the DCEDC’s adopted budget.

Per Texas Local Government Code §505.005, DCEDC expenditures require annual budget approval by the City Council. The FY 2025–2026 DCEDC Budget, approved by the City Council, includes the funding allocation for STAR Transit. Returning the item to City Council provides an annual accountability checkpoint to authorize the release of funds and receive an update on service performance.

FUNDING SOURCE:

ORG and Object Number

12051000-700450

Available Budget

62,000.00

Purchase Amount

58,000.00

After Encumber

\$3,500.00

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution - STAR Transit FY26 Funding, 2025.10.21 STAR TRANSIT INVOICE, STAR Transit Ridership Report_Sept2025

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE FOR PAYMENT TO STAR TRANSIT FOR PUBLIC TRANSPORTATION SERVICES PROVIDED TO THE CITIZENS OF DUNCANVILLE, TEXAS FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, IN THE AMOUNT OF \$58,500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Agreement with STAR Transit for the operation and management of public transportation services; and

WHEREAS, STAR Transit and its personnel are experienced and qualified to operate public transportation services within the service area; and

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) Board allocated funding for this service in its FY 2025–2026 Adopted Budget, which was approved by the City Council; and

WHEREAS, returning the item to City Council each fiscal year serves as a policy-based accountability checkpoint, providing an opportunity to receive an annual update on performance, ridership, and community impact.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. The City Council hereby authorizes the expenditure of \$58,500 in DCEDC funds to STAR Transit for public transportation services for the period of October 1, 2025 through September 30, 2026.

SECTION 2. The City Manager, or his designee, is authorized to execute all necessary documents to implement this Resolution.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



P.O. Box 703 • Terrell, TX 75160

Phone: 877-631-5278 • Fax 972-563-0048 • www.STARTransit.org

Date: 9/15/2025

Invoice #: 6417

FY 2026 Services
October 2025 - September 2026

\$58,500.00

AMOUNT DUE:

\$58,500.00

Thank you for your continued support!

Make checks payable to:
STAR Transit
Attention: Business Office
P.O. Box 703
Terrell, TX 75160

Billed To:

City of Duncanville
Accounts Payable
203 E. Wheatland Rd.
Duncanville, TX 75116



DATE: October 7, 2025

TO: City of Duncanville

FROM: Teresa Elliott; Project Manager

RE: September 2025 Ridership Report

Demand Response	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	95												95
Days of Service	21												21
Avg. Daily Trips	5												5
Elderly & Disabled Trips	87												87
E & D Percentage	92%												92%

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	345												345
Days of Service	21												21
Avg. Daily Trips	16												16
Median Wait Time (mins)	13.73												13.73

Total Requested Boardings ⓘ	Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	Completed Requests ⓘ
502	345	1.37	144	15	29.45 %	3.07 %	486	333
No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ	Bookings from Admin Panel ⓘ
13	140	14	4.93	13.98 min	5.74 mi	14.96 min	13.73 min	17.68 %
Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Bookings from IVR ⓘ	Bookings from AI Voice ⓘ	Bookings from AI Chat ⓘ	Bookings from Open Bookings ⓘ	Avg. # Riders per Request ⓘ	
82.32 %	0 %	0 %	0 %	0 %	0 %	0 %	1.04	



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution to approve the transition from current vendor to Galls, LLC.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Ron Wilcots

BACKGROUND/HISTORY:

The City’s Police and Fire Departments enter into an agreement with a uniform provider to supply all police and fire personnel with necessary duty uniforms, Class A uniforms, and uniform accessories. Staff recommends utilizing this cooperative contract solution for the next five (5) years, with an estimated not to exceed amount as detailed below:

FY 2026 – \$165,000

FY 2027 – \$165,000

FY 2028 – \$165,000

FY 2029 – \$165,000

FY 2030 –\$ 165,000

15% Contingency - \$123,750

Total not to exceed - \$948,750

POLICY EXPLANATION:

Change uniform and uniform accessory purchases to Galls, LLC, utilizing the TxShare Master Interlocal Agreement, RFP NCT 2021-073, through their established agreement with the North Central Texas Council of Governments (NCTCOG). This contract provides competitive pricing under the cooperative purchasing program for Police and First Responder Uniforms, Accessories, and Related Services. This agreement allows for discounted unit pricing based on the cooperative bid and will result in an estimated

annual expenditure not to exceed \$165,000.00. The agreement is on a year-to-year basis.

Local Government Code Section 271.102 provides for voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number

01055100-700221 (POLICE PATROL CLOTHING) - \$98,290.09
01055300-700221 (ANIMAL CONTROL CLOTHING) - \$1,700.00
01077000-700221 (FIRE ADMINISTRATION CLOTHING) - \$500.00
01077100-700221 (FIRE PREVENTION CLOTHING) - \$1,500.00
01077200-700221 (FIRE SUPPRESSION SUPPORT CLOTHING) – \$35,000.00
01077300-700221(ADVANCED LIFE SUPPORT CLOTHING) - \$7,000.00

Available Budget	Purchase Amount	After Encumber
143,990.09	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

NCTCOG, Amendment #4-Galls, Master Services Agreement, TXShare-Galls, Resolution-Galls

**RESOLUTION AUTHORIZING CONTRACTS FOR POLICE AND FIRST RESPONDER UNIFORMS,
ACCESSORIES AND SERVICES**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, a Request for Proposals (RFP) #2021-073 for Police and First Responder Uniforms, Accessories and Services was advertised and proposals received on September 30, 2021; and,

WHEREAS, proposals were evaluated by a committee comprised of members of the City of Frisco and NCTCOG's Regional Police Academy; and,

WHEREAS, following evaluation, it is recommended that contracts be awarded to Galls, LLC., GT Distributors, Inc. and Impact Promotional Services, LLC d.b.a. Got You Covered for Police and First Responder Uniforms, Accessories and Services; and,

WHEREAS, the contract is intended to be utilized by NCTCOG, its member governments and other participating entities as part of NCTCOG's Cooperative Purchasing Program; and,

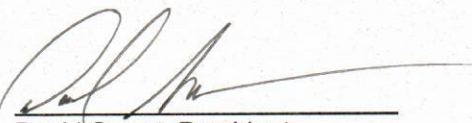
WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this Procurement #2021-073.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

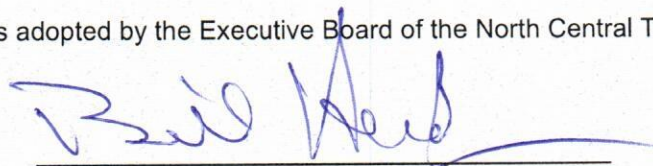
Section 1. Contracts between NCTCOG and Galls, LLC., GT Distributors, Inc. and Impact Promotional Services, LLC d.b.a. Got You Covered for Police and First Responder Uniforms, Accessories and Services for maximum five (5) year terms, be and are hereby approved.

Section 2. The Executive Director or designee is authorized to execute contractual agreements necessary to carry out this program, including agreements with member governments and other entities wishing to participate in NCTCOG's Cooperative Purchasing Program, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.


David Sweet, President
North Central Texas Council of Governments
County Judge, Rockwall

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on October 28, 2021.


Bill Heidemann, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Corinth

AMENDMENT #4
to
Agreement # 2021-073 First Responder Uniforms, Accessories and Services

This AMENDMENT (“Amendment”) to the Services Agreement #2021-073 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Galls, LLC.
1340 Russell Cave Road
Lexington, KY 40505
Attn: Penman, Justin
(859) 963-7943
Penman-Justin@galls.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **November 3,2021**; and

WHEREAS, Section 9.15 if MSA of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of theOriginal Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG andthe Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 1, 2026.**
- **Amend the Original Contract to include the language on Attachment I incorporated Herein**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Galls, LLC.

North Central Texas Council of Governments



10/01/2024

SignatureDate

Mike Fadden

Printed Name

CEO

Title

Signed by:



10/1/2024

SignatureDate

R. Michael Eastland

Executive Director

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, PROVIDER hereby certifies the following:
 1. PROVIDER’s Company does not boycott Israel; and
 2. PROVIDER’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

 - (1) "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; and
 - (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

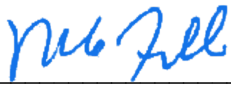
10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.



Signature of Authorized Person

Mike Fadden

Name of Authorized Person

Galls, LLC

Name of Company

10/01/2024

Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date



**MASTER SERVICES AGREEMENT #2021-073
First Responder Uniforms, Accessories, and Services**

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Galls, LLC. (“Contractor”)
1340 Russell Cave Rd.
Lexington, KY 40505

**ARTICLE I
RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **First Responder Uniforms, Accessories, and Services** (hereinafter, “**Services**”) to governmental entities participating in the North Texas SHARE program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals **#2021-073** (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

- 2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the “**Term**”), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG’s sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 Termination for Cause. Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
 PO Box 5888
 Arlington, TX 76005-5888
 Email: NorthTexasSHARE@nctcog.org

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII**REPRESENTATION AND WARRANTIES****7.1 Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Craigan Johnson (817) 695-9186 cjohnson@nctcog.org
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If to Contractor:	Galls, LLC Attn: Legal Dept. 1340 Russell Cave Rd. Lexington, KY 40505 (859) 800 - 1400 Smeltzer-Amelia@galls.com
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The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which 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 circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such

Requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** 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 any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X**ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

an entity (50) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

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Should the Contractor fail to adhere to the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Galls, LLC.

Das sehen

11/03/2021

Signature

Date _____

David Scheve

Printed Name

North Central Texas Council of Governments

Mike Eastland

11/3/2021

Signature

Date _____

Michael Eastland

Executive Director

Attachment I Pricing for SHARE

For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

UNIFORM ALTERATION SERVICES

The Contractor has indicated that they will provide uniform alteration services at a percentage-discount over catalogue pricing. The Contractor has provided a Uniform Customization catalog, which is found on the SHARE landing page. To this end, the Contractor has provided the following pricing information:

Galls, LLC. will offer uniform alteration services at a minimum percent-discount rate of 15%
Galls, LLC. will offer uniform embroidery services at a minimum percent-discount rate of 15%

For additional information, please refer to Gall's Uniform Customization Catalogue.

UNIFORMS AND ACCESSORIES PRICING

Product Supplier/Brand Catalogue Discount Pricing information is found on the following pages.

**Percent Discount
proposal for catalogue
Brands for items not
listed in this Tab:**

Brand	% Discount off catalog
Atlenco	15%
ASP	15%
Blauer (Texas Retail Price List)	15%
5.11	15%
GT	15%
Point Blank (Concealable)	15%
Point Blank (Tactical Armour& Accessories)	15%
Nardis	15%
Safariland	15%
Elbeco	15%
Under Armour	15%
Smith & Wesson	15%
ESS	15%
Blackhawk	15%
Port Authority	15%
Custom Made Items	15%
Flying Cross	15%
Brand	% Discount off catalog
221B Resources	15%
3M Company	15%
3M Company-Personal Safety Div	15%
5.11 Inc.	15%
5.11 Inc. (CUSTOM SHOP)	15%
A E Nelson Leather Co	15%
A+ CAREER APPAREL	15%
ABX Group Inc	15%
ACR ELECTRONICS, INC.	15%
ADVENTURE MEDICAL KIT	15%
Advon	15%
Aervoe Industries Inc	15%
Aimpoint Inc	15%
AKER INTERNATIONAL	15%
AL NU PRODUCTS, INC	15%
ALL AMERICAN BOOT MFG., INC.	15%
Alliance Sports Group (Nebo)	15%
ALLIED HEALTHCARE PRODUCTS, IN	15%
Alpha Industries Inc	15%
Alpha Shirt Co	15%
ALPHABRODER	15%
ALTA INDUSTRIES	15%
Altai	15%

**Any Additional Brands
with Percent-Discounts
offered for catalogues
not listed above:**

ALTUS BRANDS LLC	15%
AMBU INC	15%
AMER SPORTS WINTER & OUTDOOR C	15%
AMERICAN DIAGNOSTIC CORP	15%
AMERICAN TECHNOLOGIES NETWORK	15%
AMERIGLO, LLC	15%
ANCHOR UNIFORM MFG LLC	15%
ANGELUS SHOE POLISH COMPANY	15%
ANSELL HEALTHCARE PRODUCTS	15%
AOB Products Company	15%
Arc'Teryx Equipment, Inc.	15%
Ariat International, Inc.	15%
Armament Leather Inc	15%
ARMAMENT SYSTEMS AND PROCEDURE	15%
ARMOR EXPRESS	15%
ARMORPUR DIVISION OF LORENZA V	15%
Arons Manufacturing Company	15%
ARONS MFG CORP	15%
ARTEX KNITTING MILLS, INC	15%
Ash City USA	15%
Ashley Worldwide Inc.	15%
Asmara International LTD	15%
ASSEMBLED PRODUCTS CORP	15%
ASSOCIATED PREMIUM CORP	15%
AST Sportswear Inc	15%
Astra Radio Communications	15%
Atlanco	15%
AUGUSTA SPORTSWEAR	15%
Avon Protection Systems	15%
Baffin Inc.	15%
Battleware Technologies Inc	15%
BAYCO	15%
BAYLY, INC.	15%
BELL SPORTS, INC.	15%
BELLEVILLE SHOE MANUFACTURING	15%
Bellwether Cycling	15%
BENCHMADE KNIFE CO USA	15%
Berne Apparel	15%
Best Made Designs	15%
Better Emblem Co	15%
BIANCHI/SAFARILAND LLC	15%
Big Studio Inc	15%
Bill Hicks & Co LTD	15%
BLACK DIAMOND GROUP, INC.	15%
Black Rifle Coffee Company	15%
BLADE-TECH INDUSTRIES	15%
BLASTERS TOOL & SUPPLY CO INC	15%

Blauer Mfg Co	15%
BLAUER MFG CO - QUOTED ITEMS	15%
BLUE FORCE GEAR INC	15%
Blue Generation	15%
Blue Line Production, Inc	15%
Blue Water Treasures	15%
BOLLE	15%
BOSTON LEATHER INC	15%
Bound Tree Medical, LLC	15%
BREAK-FREE, INC/SAFARILAND LLC	15%
BRITE-STRIKE TECHNOLOGIES, INC	15%
Brixum Corp dba Gatorz Eyewear	15%
BUCK KNIVES INC	15%
BULLARD COMPANY	15%
BUSHNELL (UNCLE MIKES)	15%
BUSHNELL OUTDOOR PRODUCTS	15%
C.W. NIELSEN MFG	15%
CAMELBAK PRODUCTS INC	15%
CAMMENG COMPANY LLC	15%
CAMPCO INC	15%
Capps Shoe Company	15%
Careismatic Brands Inc	15%
CARHARTT INC	15%
CAROLINA SAFETY SPORT INT'L, L	15%
Casa Raul Western Wear	15%
Casual Duty Warehouse	15%
Celestron Acquisition, LLC	15%
CENTURY MARTIAL ART SUPPLY	15%
Cerritos VAS Need	15%
CFT INC LIFE MASK	15%
Champion Athletic Wear	15%
Champion Target	15%
Charles River Apparel	15%
CHINOOK MEDICAL GEAR INC	15%
CHIPPEWA SHOE CO	15%
Classic Cap & Embroidery	15%
Cloud Unicorn LTD	15%
CMI INC	15%
COAST CUTLERY CO	15%
COBMEX APPAREL LTD.	15%
CODE 3 INC	15%
Code Red	15%
COLUMBIA RIVER KNIFE & TOOL	15%
COLUMBIA SPORTSWEAR COMPANY	15%
CONCAP SPORTSWEAR	15%
CONCEPT DEVELOPMENT CORPORATIO	15%
Condor Outdoor Products Inc	15%

COOLCOP LLC	15%
Cortina Tool & Mold Co Inc	15%
COURTLAND BOOT JACK CO.	15%
COVE SHOE COMPANY, INC.	15%
CRAMER DECKER INDUSTRIES MERET	15%
Criss Optical Mfg CO	15%
Crossbreed Holsters	15%
Crye Precision LLC	15%
CS SYSTEMS COMPANY INC	15%
Culture Apparel & Automotive	15%
Custom Identification Products	15%
Cutter & Buck, Inc.	15%
CYALUME TECHNOLOGIES, INC.	15%
CYCLE FORCE GROUP LLC	15%
DAMASCUS WORLDWIDE INC	15%
DANGRA INC.	15%
Danner, Inc.	15%
DASH AMERICA INC.	15%
DAVIS & STANTON	15%
DE SANTIS HOLSTER & LEATHER CO	15%
Decal Impressions	15%
Deer Stags Concepts, Inc.	15%
DEFENSE TECH/SAFARILAND LLC.	15%
Dehner Boot Co Inc	15%
DICKE TOOL COMPANY	15%
DNB NOR FINANS AS	15%
DON HUME LEATHERGOODS	15%
DP Packaging	15%
DRIFIRE, LLC	15%
DUTYMAN INC	15%
DYNAREX CORPORATION	15%
EAR PHONE CONNECTION	15%
EarHugger Safety Products	15%
EDWARDS GARMENT CO	15%
EISEMAN-LUDMAR CO INC	15%
Elbeco Incorporated	15%
Eleven 10 LLC	15%
Elite First Aid Inc	15%
Emergency Medical Internationa	15%
EMERGENCY PRODUCTS & RESEARCH	15%
ENERGIZER	15%
ERAZOR BITS	15%
ERB INDUSTRIES INC	15%
Ergodyne Corporation	15%
ERMALINDA M LESLIE	15%
ESMET INC	15%
EYE SAFETY SYSTEMS	15%

E-Z Cuff Inc	15%
FCGI	15%
FECHHEIMER BROTHERS UNIFORM CO	15%
FEDERAL SIGNAL CORP	15%
Feniex Industries, LLC	15%
FERNO WASHINGTON, INC.	15%
Finger Fashions-GFP	15%
FIRE DEX, LLC	15%
FIRST SAMCO	15%
First Tactical LLC	15%
Fisher Print LLC	15%
FISHER RESEARCH LAB, INC.	15%
FISHER SPACE PEN COMPANY	15%
FISKARS BRANDS INC	15%
FLAMBEAU PRODUCTS CORPORATION	15%
FLEXFIT LLC	15%
Flight Suits Ltd	15%
Flitz International Ltd	15%
FORENSIC SOURCE/SAFARILAND LLC	15%
Forever Young Enterprise	15%
FOX LABS INTERNATIONAL INC	15%
Fox Outdoor Products	15%
Fox River Mills Inc.	15%
FoxFury Lightning Solutions	15%
FRED SHAW-BLUMENTHAL	15%
Frogg Toggs	15%
GA REL	15%
GALCO INTERNATIONAL LTD	15%
GALLANT INDUSTRIES CO LTD	15%
GALLS INC	15%
GALLS UNIQUE CONTRACT ITEMS	15%
Galls, LLC	15%
GAMBER JOHNSON	15%
GAME SPORTSWEAR	15%
GARMIN USA INC	15%
Garmont Int'l N America Inc	15%
GARRETT ELECTRONICS INC	15%
GENN SHANG IND. CO LTD	15%
Gentex Corporation	15%
George Glove Company Inc	15%
GH Armor Systems	15%
GILDAN USA INC.	15%
Glendale Industries	15%
Glock Inc	15%
GO RHINO PRODUCTS	15%
GOLIGHT, INC.	15%
GOULD & GOODRICH LEATHER INC	15%

Granite Knitwear	15%
Graphic Results	15%
Grayhawk products	15%
GRIP-FLEX CORPORATION	15%
Grizzly Graphics NM	15%
Grunt Style LLC	15%
GT DISTRIBUTORS, INC.	15%
H & K Int'l CO., LTD.	15%
HAIX NORTH AMERICA INC.	15%
Hamburger Woolen Co Inc	15%
HAMMERHEAD INDUSTRIES	15%
HANDCUFF WAREHOUSE	15%
Hanes Brands, Inc.	15%
Hankin Brothers Cap Company	15%
Hat Trap Inc	15%
HATCH/SAFARILAND LLC	15%
HEAD MOST	15%
HELMET HOUSE INC	15%
HERO'S PRIDE	15%
Hero's Pride - HG	15%
HEXARMOR	15%
High Noon Industries	15%
High Speed Gear, Inc.	15%
HONEYWELL FIRST RESPONDER PROD	15%
HONEYWELL SAFETY PRODUCTS	15%
HOOK-FAST SPECIALTIES	15%
Hope Uniform & Security	15%
HWI Gear Inc	15%
I Spiewak	15%
IMPLUS FOOTCARE, LLC	15%
IMPLUS FOOTCARE/LLC-FOR KIWI	15%
INTOXIMETERS INC	15%
IRON DUCK	15%
IRONCLAD PERFORMANCE WEAR	15%
J.L. DARLING CORPORATION	15%
JEROME CUTTING/SNAP & WEAR	15%
Johnson Plastics	15%
Jox Sox	15%
JS Leather Products	15%
Justin Boots	15%
KA-BAR KNIVES INC	15%
Keen Inc	15%
KERSHAW KNIVES	15%
KESON INDUSTRIES	15%
Keystone Uniform Cap Corp	15%
KLEIN ELECTRONICS	15%
KLENCH CO	15%

Kohaut & Company	15%
Kontoor Brands (Lee)	15%
Kontoor Brands (Wrangler)	15%
K-Power Industrial Co. LTD.	15%
KROLL INTERNATIONAL	15%
KUHL Clothing	15%
KUSTOM SIGNALS INC	15%
L.R.I.	15%
LACROSSE FOOTWEAR, INC.	15%
LAERDAL MEDICAL CORP	15%
Lakeview Trading, Inc	15%
Landau	15%
Landway International Corp	15%
Lansky Sharpeners	15%
LAW ENFORCEMENT SUPPLY INC	15%
LC INDUSTRIES	15%
Leader Mfg Co. Inc.	15%
LEAPERS, INC	15%
Leather Luster Inc	15%
LEATHERHEAD TOOLS	15%
LEATHERMAN TOOL GROUP INC	15%
LEICA CAMERA INC	15%
LIARN YANN ENTERPRISE CO, LTD	15%
LIBERTY UNIFORM MFG CO INC	15%
Lighthouse Uniform Co.	15%
Lightning X Products, Inc.	15%
LION APPAREL INC	15%
LOGO X PRESS	15%
LOGO X PRESS LEX PO	15%
LONDON BRIDGE TRADING COMPANY	15%
LONGWORTH INDUSTRIES	15%
LOWA BOOTS LLC	15%
Luggage USA Inc	15%
M L Kishigo Manufacturing Co	15%
M. J. SOFFE CO	15%
MACE SECURITY INTNL	15%
MACHO PRODUCTS	15%
Macs Worldwide, LLC	15%
MAG INSTRUMENT INC	15%
Magenav, Inc - Statgear	15%
MAGNUM MEDICAL, INC.	15%
MAGPUL INDUSTRIES CORP	15%
Majestic Glove	15%
Major Surplus & Survival	15%
MANZELLA PRODUCTIONS, INC.	15%
MAPTOOLS	15%
Marketing Works	15%

Marlow White	15%
Marmot Mountain, Inc.	15%
MAXPEDITION HARD-USE GEAR	15%
McRae Footwear	15%
MECHANIX WEAR, INC.	15%
MEDIC FIRST AID INTERNATIONAL,	15%
MERCURY LUGGAGE	15%
MICROTEK MEDICAL, INC.	15%
MIDWAY CAP COMPANY	15%
Mil-Spec Monkey	15%
Mission Critical Designs, LLC	15%
MOCEAN	15%
Modern Stitch & Ink	15%
MoJack Distributors LLC	15%
MONADNOCK/SAFARILAND, LLC.	15%
MOORE MEDICAL	15%
MSA - MINE SAFETY APPLIANCES C	15%
Muscatello Uniforms	15%
MUSTANG SURVIVAL, INC.	15%
MUTUAL INDUSTRIES INC	15%
National Products Inc	15%
NEW BALANCE	15%
New Bold Corporation	15%
NEWCAL, LLC	15%
Nick's Shoe Repair & Custom	15%
NIKE	15%
Nine Line Apparel, Inc.	15%
Ningbo Seahorse Electronics	15%
NITE IZE INC/RCP ENTERPRISES	15%
NOBLE MEDICAL INC	15%
NoIR Laser Company	15%
NOROTOS INC	15%
NORTH AMERICAN RESCUE	15%
NORTH SAFETY PRODUCTS	15%
NRS	15%
O Baltor & Sons	15%
Oakley	15%
Occunomix International LLC	15%
ONGUARD INDUSTRIES, LLC	15%
OPEN AIR BRANDS, LLC	15%
Orchid Radio	15%
Original Swat Footwear Co	15%
ORION SAFETY PRODUCTS	15%
Orpaz LLC	15%
OTIS TECHNOLOGY, INC.	15%
OTTO INTERNATIONAL, INC.	15%
Outdoor Cap	15%

OUTDOOR RESEARCH	15%
Pacific Headwear, Inc.	15%
Pannell Swim Shop Inc	15%
Parris Mfg Co	15%
PAULSON MANUFACTURING CORP	15%
PEERLESS HANDCUFF COMPANY	15%
PELICAN PRODUCTS INC	15%
PepperBall	15%
PERFECT FIT	15%
PERFORMANCE SYSTEMS	15%
Petra Roc, Inc.	15%
PETZL AMERICA	15%
PHILADELPHIA RAPID TRANSIT	15%
PHOENIX INT'L LTD	15%
Pickett Hosiery Mills, Inc.	15%
Pierside Promotions	15%
PIGEON MOUNTAIN INDUSTRIES INC	15%
Pinnacle Textile	15%
Plano Molding Company	15%
PM Adirondack	15%
Pocket Press, Inc.	15%
POINT BLANK ENTERPRISES	15%
Power Products Unlimited, Inc.	15%
PowerTraveller International	15%
Premier Comm Corp dba Pryme Ra	15%
PREMIER CROWN CORP	15%
Premier Emblem - HG	15%
PREMIER EMBLEMS	15%
PRESCO PRODUCTS CO	15%
Prestige Medical	15%
PRINCETON TEC	15%
PRO FEET INC	15%
PRO LOK	15%
PRO-FEET/EXECUSOX	15%
PROFORCE EQUIPMENT	15%
PROMARKETING INC	15%
Propper International Sales	15%
Protech Armored Prod/Safarilan	15%
PROTECTIVE INDUSTRIAL PRODUCTS	15%
PS Products Inc.	15%
Pudala Uniforms	15%
Pyramex	15%
Qalo	15%
Qingdao Hellena Fashion Co.,Lt	15%
Q-Series, LLC	15%
QUARTERMASTER	15%
QUIK-PIN LLC	15%

R5 - HE03 Qingdao Hellena	15%
R5 - RI09 RICHARDSON CAPS	15%
RADIANS, INC.	15%
RAINE INC	15%
Rapid Assault Tools	15%
REEVES CO., INC.	15%
Reflect-A-Life	15%
REFLECTIVE APPAREL FACTORY, IN	15%
REGAL ALUMINUM PRODUCTS INC	15%
Remington Arms Co (Bushmaster)	15%
Renfro Corporation	15%
Resqme, Inc.	15%
REVISION MILITARY LTD	15%
RICHARDSON CAPS	15%
RICOH COMPANY (FORMERLY PENTAX	15%
RIDGE OUTDOORS USA INC	15%
RINGERS Technologies LLC	15%
RINGS MANUFACTURING	15%
RM Products	15%
Roadside Safety Supply Inc	15%
ROCKWOOD CORPORATION	15%
Rocky Brands Wholesale, LLC.	15%
Ross Glove Co	15%
ROTHCO	15%
RSR Group	15%
S & S Activewear	15%
S H RESOURCE CO, LTD.	15%
SAFARILAND, LLC.	15%
SAFETEC OF AMERICA INC	15%
Safety Flag Co	15%
SAM MEDICAL PRODUCTS	15%
Samson Manufacturing Corp	15%
SAMUEL BROOME UNIFORM ACCESSOR	15%
SANDPIPER OF CA	15%
Sanmar Corp.	15%
SANTA CRUZ GUNLOCKS, LLC	15%
SAS SAFETY CORP	15%
SAUNDERS MFG CO., INC.	15%
Sayre Enterprises, Inc.	15%
SCHUMACHER ELECTRIC CORP	15%
Security 20/20 Inc.	15%
SECURITY EQUIPMENT CORPORATION	15%
Seirus Innovation	15%
SELLMARK CORPORATION	15%
SETINA MFG CO INC	15%
Shadowfax Graphics	15%
SHELBY SPECIALTY GLOVE	15%

Shellback Tactical, LLC	15%
Shooting Depot LLC	15%
Silynx Communications, Inc.	15%
SIRCHIE FINGER PRINT LABORATOR	15%
Skechers USA Inc	15%
SKEDCO INC	15%
SMITH & WARREN CO	15%
Smith & Wesson Corp.	15%
Smith Sport Optics	15%
SMITHS MEDICAL ASD	15%
SOG SPECIALTY KNIVES	15%
SOMAR CORPORATION	15%
SOUND UNIFORM GROUP LLC	15%
SOUNDOFF SIGNAL	15%
Source Hydration USA LLC	15%
SOUTHEASTERN SHIRT CORP.	15%
Southwest Boot Co	15%
Spike Strip Mfg	15%
SPORT SUPPLY GROUP, INC.	15%
SPORTIF USA	15%
SPYDERCO, INC.	15%
SRI Monogramming &	15%
STA-Brite Products	15%
STACK-ON PRODUCTS CO.	15%
Staedtler Mars LTD	15%
Star Headlight & Lantern Co.	15%
STEARNS WEAR	15%
STECK MANUFACTURING COMPANY, I	15%
Steiner USA	15%
Stitch Designers	15%
STRATTON HATS, INC.	15%
Streamlight	15%
STRONG LEATHER INC	15%
Strong Suit Inc	15%
Summatech Solutions LLC	15%
SUPER SEER CORPORATION	15%
Superfeet Worldwide, Inc.	15%
Supply Room Inc	15%
SUREFIRE LLC	15%
Survival Armor	15%
Swiftwick LLC	15%
TACT SQUAD GROUP, INC.	15%
Tactical Medical Solutions LLC	15%
Tactical Tailor, Inc	15%
TALENT CREATION	15%
Tango Down, Inc.	15%
TASC Performance, Inc.	15%

TATJACKET	15%
TAYLOR'S LEATHERWEAR	15%
TEAMWALTERS	15%
Ted Blocker Holsters	15%
Tedder Industries LLC	15%
TerraLux Inc	15%
Texas Weapon Systems	15%
THE COLEMAN COMPANY, INC.	15%
THE KEYSTONE GROUP	15%
Thomas Printwroks/Visualogisti	15%
THORLO, INC	15%
Thyrm LLC	15%
Tifosi Optics, Inc.	15%
Timber Rock Marketing LLC	15%
TIMBERLAND CO	15%
TIMEX GROUP USA, INC.	15%
Tingley Rubber Corporation	15%
Todd A Moen Kreativ Launch LLC	15%
Tommie Copper	15%
Top Dawg Electronics	15%
TORFINO ENTERPRISES INC	15%
Training Center Pros Inc	15%
Transcend Information Inc	15%
TRANSPORTATION SAFETY APPAREL	15%
TRI FOXCO	15%
TRIDENT SECURITY & HOLDINGS LL	15%
Trijicon, Inc.	15%
TRI-MOUNTAIN	15%
TUFF PRODUCTS BRAND LLC	15%
TYR Tactical, LLC	15%
UBELT Co	15%
UK INTERNATIONAL	15%
UNDER ARMOUR	15%
UNIDEN CORPORATION OF AMERICA	15%
UNITED SHIELD INTERNATIONAL LL	15%
UNITED UNIFORM MANUFACTURING	15%
UNITY MANUFACTURING CO	15%
UNIVERSAL OVERALL COMPANY	15%
US Armor Corporation	15%
US Footwear Holdings LLC	15%
US NIGHT VISION CORPORATION	15%
V H BLACKINTON CO. INC.	15%
VAN HEUSEN CORPORATION	15%
Vanguard Industries West	15%
Vanguard Military Equipment Co	15%
Vertx	15%
VF IMAGEWEAR INC (BULWARK)	15%

VF IMAGEWEAR INC (RED KAP)	15%
VF IMAGEWEAR INC (Workrite)	15%
VF IMAGEWEAR INC(HORACE SMALL)	15%
VF Workwear/Dickies	15%
VH Blackinton	15%
Viking Tactics, Inc.	15%
Viktos LLC	15%
Vista Outdoor Sales, LLC	15%
VLC Distribution Company, Inc	15%
W. LBOUM HAT CO INC	15%
WARSON GROUP, INC.	15%
WARWICK MILLS INC	15%
WATERSHED LLC	15%
Wawak	15%
WEBSTER INNOVATIONS	15%
WEINBRENNER SHOE COMPANY, INC.	15%
Wesol Distribution	15%
Western Shelter Systems	15%
Whelen Engineering Company Inc	15%
Whistler Group Inc	15%
White Horse Research & Develop	15%
WHITE KNIGHT ENGINEERED PROD.,	15%
White Swan-META	15%
Wilderness Solutions	15%
WILEY X, INC.	15%
William Hollister Qwik Codes	15%
Wise Company, Inc.	15%
Wolf Peak International Inc	15%
WOLFMARK NECKWEAR CORP	15%
Wolfpack Gear Inc	15%
Wolverine World Wide (Harley)	15%
Wolverine World Wide (Merrell)	15%
Wolverine World Wide, Inc.	15%
Wolverine Worldwide (Bates)	15%
Wrightsock	15%
WSI Sports	15%
YATES GEAR, INC	15%
YKK INC.	15%
Youngstown Glove Company	15%
ZAK TOOL INC	15%
Zan Headgear	15%
ZARC INTERNATIONAL	15%
Zero9 Solutions LTD	15%

Attachment 2
Service Area Designations

RFP 2021-073	Texas Service Area Designation or Identification				
Proposer Name:	Galls, LLC				
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas				
	Will service the entire State of Texas	Will not service the entire State of Texas			
	YES				
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.				
Item	Region	Metropolitan Statistical Areas	Designated Service Area		
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area			
2.	High Plains	Amarillo Lubbock			
3.	Northwest	Abilene Wichita Falls			
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler			
5.	Southeast	Beaumont-Port Arthur			
6.	Gulf Coast	Houston-The Woodlands-Sugar Land			
7.	Central Texas	College Station-Bryan Killeen-Temple Waco			
8.	Capital Texas	Austin-Round Rock			
9.	Alamo	San Antonio-New Braunfels Victoria			
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission			
11.	West Texas	Midland Odessa San Angelo			
12.	Upper Rio Grande	El Paso			

RFP 2021-073	Nationwide Service Area Designation or Identification Form						
Proposer Name:	Galls, LLC						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. <table border="1"> <tr> <td>Will service all Fifty (50) States</td> <td>Will not service Fifty (50) States</td> </tr> <tr> <td>YES</td> <td></td> </tr> </table> If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.			Will service all Fifty (50) States	Will not service Fifty (50) States	YES	
Will service all Fifty (50) States	Will not service Fifty (50) States						
YES							
Item	State	Region/MSA/City	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						
21.	Massachusetts						

22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

Attachment 3 Guarantees of the Contractor

STOCKING, DISTRIBUTION & FULFILLMENT Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately \$80M in on-hand inventory. Galls utilizes our very own G3 planning and forecasting system software which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory.

Galls' Inventory Planning reviews electronic data provided by the G3 system and then adds human logic as well as historical data from any previous contracts and customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs, we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs. Galls Fill Rate is 90% for un-customized orders. Galls' distribution center (DC) is in Lexington, KY.

The DC is approx. 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Current capacity is 82% in active and 84% in reserve. Galls has a fully automated warehouse management software tool and state of the art conveyor system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers: one in Cerritos, California with 50,000 square feet and the other in Lenexa, Kansas with 30,000 square feet.

Galls is the NCTCOG's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.

ORDERING OPTIONS Galls provides a full-service ordering process with purchasing options available for online, in person, over the phone, or through email. We want our customers to purchase whichever way is easiest for them. Each account has dedicated representatives that can be emailed or called for order placement, this can also be handled by our expert customer service staff. Our customers can also utilize any of our branch locations to be sized and place orders directly. eEquip, our online ordering portal, will be setup with contract pricing exclusive to NCTCOG and participating members.

DELIVERY RATE & EXPECTATIONS The NCTCOG can purchase the items under this contract directly from the eEquip system. Galls will ship all orders via FedEx from our Lexington, KY distribution center. Additional shipping options may be available upon request. Galls will provide a tracking number with every shipment and will be emailed to the user within 1 hour of the order being placed. Additionally, tracking options will be made available on eEquip. We will make sure that all shipments require signature for delivery, and we will not deliver any orders to personal residences or off-site locations. Shipping will be included in the price of each item and not be priced as a separate line item.

RETURN & RESTOCKING POLICY Galls offers a "no hassle guarantee" on returned merchandise. This means if the NCTCOG and participating members are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds Refunds are deposited back to your original payment method.

Shipping Refunds Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items Special order items or items that have been altered, decorated, engraved, customized, or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service.

WARRANTY All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. **Manufacturer Warranties** - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.

PAYMENT TERMS & INVOICING Galls bills under Net 30 terms and accepts credit cards/ p-cards. There are no associated fees for the use of these payment methods. We will work with each individual customer to set up an accounting and invoicing system that will work with their needs. Our full service "in house" accounting and finance department and will work closely with customers to meet specific needs and make your billing process with Galls seamless. Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust. Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers. Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

CUSTOMIZED BILLING OPTIONS

- Can have electronic signature capture of orders picked up at the branch/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up), have FedEx or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where “shopping for” feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror. “Invoice notes” entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry. Galls offers regular invoices which are customizable per account. Regular invoicing = 1 order with multiple shipments will = multiple invoices.

FREQUENCY OPTIONS

- Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.
- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month
- All can be sent per customer’s choice of method to deliver

SORTING CAPABILITIES Only the downloadable reports for customized invoices or Billtrust (non-customized invoices) are sortable as they are in excel format. Invoices that are printed/faxed/emailed are in sales order # and then date completed.

PAYMENT METHODS Galls accepts ACH, checks and P-Card

MEASUREMENTS AND FITTINGS Galls will utilize our nationwide branch network and Branch Service Representatives to meet with participating members for sizing and fitting needs. Galls employees go through various trainings to ensure they are providing proper fit on uniforms, equipment and ballistic products.

QUALITY CONTROL Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Shipments go through multiple phases of auditing in our distribution center, from picking and embellishments, to packing and shipping. *In the event that order issues may occur we can employ an individual inspection on a random selection of orders. Galls confirms that we take no exceptions to the statement of work or the requirements within the request for proposal. We have provided our best pricing solution and capabilities to service the needs of the NCTCOG and their participating members. We look forward to building a lasting partnership if selected for award.

ONLINE UNIFORM PROGRAM “EQUIP” eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip allows customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement.

Galls will work closely with our manufacturers to obtain products quickly in order to maintain a stock of necessary uniforms and equipment. The efficiencies gained by utilizing the Galls on-line solution results in real dollar savings beyond evaluating products at a line-item basis. By utilizing the eEquip system you are eliminating a lot of the hidden costs with managing your uniform program such as managing multiple suppliers. Time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device. By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.

Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. Galls is more than capable of servicing all of your employees on eQuip. eQuip capabilities include:

- Secure online ordering system
- Site only accessible by username/password as assigned by customers
- Contract pricing pre-loaded into each specific website.
- Mobile device capability
- Customer specific configuration
- Product offering management
- Integrated with Galls ERP system
- Flexible On-Demand Reporting

The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your agency that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to the NCTCOG and members. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to make sure it is catered to them. Please see the attached specification sheets that detail our eQuip program.

EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we are able to accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

David Scheve

NAME OF COMPANY:

Galls, LLC

DATE:

11/03/2021

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



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Police & First Responder Uniforms

Galls' uniform categories include the following.

- Alterations
- Ceremonial Garb
- Duty Gear
- Embroidery
- Footwear
- Insignias
- Outerwear
- Tactical Gear
- Tactical Accessories
- Uniform Apparel

Contract Administrator:
Charlie Oberrender, CPPB
Purchasing Agent
Office: (817) 695-9289
Cell: (281) 610-8914
coberrender@nctcog.org

Term End Date: 11/01/2026

[Galls TXShare MSA](#)

[Galls TXShare Member Pricing](#)

[Amendment #4 \(Current\)](#)

[Amendment #3](#)

[Amendment #2](#)

[TXShare Police & First Responder Uniforms RFP](#)

[TXShare Police & First Responder Uniforms Advertisement](#)

[Police & First Responder Uniforms NCTCOG Board Resolution](#)



Galls

[Frank Cappel](#)

Sales Director - South

859-402-3613

QUICK LINKS ▾

SOCIAL MEDIA



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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF UNIFORMS AND UNIFORM ACCESSORIES FROM GALLS, LLC THROUGH TXSHARE COOPERATIVE CONTRACT FOR THE DISCOUNTED UNIT PRICING WHICH WILL RESULT IN AN ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED \$165,000.00, UTILIZING THIS COOPERATIVE CONTRACT ON A YEAR-TO-YEAR BASIS FOR 5 YEARS, WITH AN ESTIMATED EXPENDITURE NOT TO EXCEED \$948,750.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide duty uniforms, Class A uniforms and uniform accessories to police and fire department employees in the City of Duncanville; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with TXShare for products and services; and

WHEREAS, the TXShare has taken competitive sealed bids and awarded a contract for uniforms and uniform accessories to Galls, LLC;

WHEREAS, the City of Duncanville estimates that its purchases through this contract term will exceed \$50,000.00 and thus purchases through this contract requires approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: The City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through a five-year term for discounted unit prices with an estimated potential full contract term expenditure not to exceed \$948,750.00 (FY 2026 – \$165,000, FY 2027 – \$165,000, FY 2028 – \$165,000, FY 2029 – \$165,000, FY 2030 – \$165,000, 15% Contingency - \$123,750); and

SECTION 2: The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or his designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3: The City Council of the City of Duncanville has budgeted funds available in available accounts 01055100-700221, 01055300-700221, 01077000-700221, 01077100-700221, 01077200-700221, 01077300-700221 for uniforms and uniform accessories; and

SECTION 4: That Galls, LLC recognizes that the continuation of any contract after the close of, or during, and given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the

City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5: This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the _____ day of _____ 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE SPECIAL ELECTION OF THE CITY OF DUNCANVILLE HELD NOVEMBER 4, 2025, REGARDING ADOPTION OF PROPOSITIONS A THROUGH L AS AMENDMENTS TO THE CITY CHARTER OF THE CITY OF DUNCANVILLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and,

WHEREAS, it is imperative to consider the returns of an election held on the November 4, 2025, for the purpose of considering the returns of propositions for the approval of amendments to the City Charter of The City of Duncanville; and,

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. Said election was duly called, that notice of said election was given in accordance with law, that said election was held in accordance with law, and that it is determined that Proposition A, and Propositions C through L, have been approved and Proposition B failed by the majority of the qualified voters voting at said election; and, those Propositions approved shall become a part of The City of Duncanville City Charter upon enactment of the required ordinance. The Results of the Special Election on the following Propositions are as follows:

[Intentionally Left Blank]

PROPOSITION A - “Shall Article 1, Section 1.04, “Annexation and Disannexation,” of the Home Rule Charter of the City of Duncanville be amended to remove any non-consensual annexation of territory into the city limits.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,413</u>	<u>30</u>	<u>1,443</u>
AGAINST	<u>467</u>	<u>17</u>	<u>484</u>

PROPOSITION B - “Shall Article 2, Section 2.01, “Number, Selection, Term,” of the Home Rule Charter of the City of Duncanville be amended to change the term of the mayor and councilmember from two (2) years to three (3) years.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>882</u>	<u>15</u>	<u>897</u>
AGAINST	<u>1,013</u>	<u>36</u>	<u>1,066</u>

PROPOSITION C - “Shall Article 2, Section 2.05, “Presiding Officer: The Mayor,” of the Home Rule Charter of the City of Duncanville be amended to remove language “following the City’s general election in May 2023”, adopted in 2002, for Mayor as unnecessary and surplusage.

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,269</u>	<u>26</u>	<u>1,295</u>
AGAINST	<u>597</u>	<u>22</u>	<u>619</u>

PROPOSITION D - “Shall Article 2, Section 2.07, “Appointment of City Manager,” of the Home Rule Charter of the City of Duncanville be amended to add a formal written process to appoint an Interim City Manager, should the City Manager be dismissed, resign, or becomes physically or mentally unable to perform duties.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,755</u>	<u>41</u>	<u>1,796</u>
AGAINST	<u>161</u>	<u>8</u>	<u>169</u>

PROPOSITION E - “Shall Article 2, Section 2.12, “City Judge,” of the Home Rule Charter of the City of Duncanville be amended to remove arcane references to the term “magistrate” to “municipal judge(s)”.

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,504</u>	<u>36</u>	<u>1,540</u>
AGAINST	<u>380</u>	<u>12</u>	<u>392</u>

PROPOSITION F - “Shall Article 2, Section 2.13, “Induction of Council into Office; Meetings of Council,” of the Home Rule Charter of the City of Duncanville be amended to require Canvass of election results in accordance with state law prior to induction of elected Mayor and Councilmembers.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,564</u>	<u>37</u>	<u>1,601</u>
AGAINST	<u>320</u>	<u>10</u>	<u>330</u>

PROPOSITION G - “Shall Article 3, Section 3.04, “Absence of City Manager,” of the Home Rule Charter of the City of Duncanville be amended to require an Assistant City Manager or other qualified person to act as City Manager during a temporary absence or disability of less than thirty (30) consecutive days.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,708</u>	<u>45</u>	<u>1,753</u>
AGAINST	<u>191</u>	<u>4</u>	<u>195</u>

PROPOSITION H - “Shall Article 3, Section 3.05, “Administrative Departments,” of the Home Rule Charter of the City of Duncanville be amended to require an addition of the “Public Finance Department,” and to change “Water/Sewer Department” to “Public Works Department.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,517</u>	<u>33</u>	<u>1,550</u>
AGAINST	<u>377</u>	<u>4</u>	<u>393</u>

PROPOSITION I - “Shall Article 4, Sections 4.03, “Budget a Public Record,” 4.05, “Proceeding on Adoption of Budget,” and 4.09, “Certification; Copies Made Available,” of the Home Rule Charter of the City of Duncanville provide more extensive and transparent notices, public hearings, adoption procedures, postings on the Internet, and disclosure language required by state law.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,732</u>	<u>42</u>	<u>1,774</u>
AGAIN	<u>167</u>	<u>6</u>	<u>173</u>

PROPOSITION J - “Shall Article 7, Section 7.04, “Number, Selection, a Term of Council,” of the Home Rule Charter of the City of Duncanville be amended to retain five (5) Single-Member Districts (1-5), one councilmember elected-at-large, and mayor elected-at-large, and remove all transition language in subsection (d) as unnecessary and suppliance.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,513</u>	<u>24</u>	<u>1,537</u>
AGAINST	<u>369</u>	<u>23</u>	<u>392</u>

PROPSITION K -“Shall Article 7, Section 7.08, “Conducting and Canvassing Elections,” of the Home Rule Charter of the City of Duncanville be amended to change the Canvass requirement from five (5) days after the election date to conform with state law to read, “no sooner than three (3) days, and no later than eleven (11) days after the election date.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,534</u>	<u>34</u>	<u>1,568</u>
AGAINST	<u>350</u>	<u>12</u>	<u>362</u>

PROPSITION L - “Shall Article 8, Section 8.02, “Franchises, Power of Council,” of the Home Rule Charter of the City of Duncanville be amended to remove two (2) reading requirement, shorten the waiting period from sixty (60) days, to thirty (30) days, and revise the notice provisions to require posting on the Internet Website prior to the effective date.”

	EARLY VOTES CAST (In-Person and Mail)	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
FOR	<u>1,317</u>	<u>30</u>	<u>1,347</u>
AGAINST	<u>556</u>	<u>16</u>	<u>572</u>

SECTION 2. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least three (3) business days preceding the scheduled time of the meeting to consider this Canvass.

SECTION 3. It is further found and determined that Proposition A and Propositions C through L were approved; and, Proposition B failed in that it did not receive a majority and was not approved; that the required ordinance amending the Home Rule Charter of the City of Duncanville, shall be forthwith prepared and presented to City Council in conformity with the results as canvassed herein.

SECTION 4. This resolution and canvass shall become effective immediately from and after its passage.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THIS 18TH DAY OF NOVEMBER 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert Hager City Attorney
4929-3761-2664



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution casting the City Council of the City of Duncanville's vote for a member of the Board of Directors of the Dallas Central Appraisal District (DCAD).

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, the agency is required to vote by official ballot resolution.

POLICY EXPLANATION:

State law requirements for nominating candidates for the Board of Directors of DCAD have been completed. By state law, Duncanville is required to vote by official ballot resolution (see attached). The City of Duncanville must cast six votes for one or more of the following nominees (listed alphabetically):

- Kevin Carbo, Sr.
- John Cote
- Johnnae' Cortez
- Clyde Hairson
- Marion Hamilton
- Carter Holton

- Pauline Medrano
- Elishima Myles
- Larry Offutt
- William David Palmer
- Cassandra Phillips
- America Rodriguez
- Yemi Salau

The deadline for casting a vote is December 15, 2025.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Dallas CAD Board Election Appointment - Letter, Resolution - DCAD Vote, Dallas CAD Board Election Appointment Ballot, Dallas CAD Board Election Appointment - Biographies



**Dallas Central
Appraisal District**

Date: October 28, 2025

To: Greg Contreras, Mayor, City of Duncanville | greg.contreras@duncanvilletx.gov
Sent Via Email

From: Shane Docherty, Executive Director/Chief Appraiser

Re: Election Ballot for Dallas Central Appraisal District Board of Directors
Number of Votes Allocated To: Duncanville is 6

I have received all timely submitted nominating resolutions to elect members to the Dallas Central Appraisal District Board of Directors. I have prepared the attached sample Resolution and Ballot listing the candidate alphabetically according to the first letter of each candidate's surname, as required by Texas Property Tax Code Section 6.03(j). There are 13 nominees on the official ballot.

The governing body of each taxing unit entitled to vote must cast its votes in an open meeting by resolution and submit the resolution ballot to the Dallas CAD Chief Appraiser **BEFORE** December 15, 2025 (except taxing units with 250 or more votes). In addition to your taxing unit's votes being provided in the Subject line of this memo, an attachment has been provided showing the number of votes for each county, city, school district and college district that is entitled to vote.

The governing body of each taxing unit entitled to cast at least five percent of the total votes (taxing units with 250 votes or greater) must determine its vote by resolution adopted at the FIRST or SECOND open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the THIRD day following the date the resolution is adopted.

Please submit the resolution ballot both by email (DcadElections@dcad.org) as well as hardcopy via mail, courier or hand delivery. Taxing units may cast its votes for one candidate or distribute their votes among any number of the candidates listed on the attached official ballot (Page 4).

The Chief Appraiser will count the votes and declare the two candidates who received the largest cumulative votes as elected and submit the results before December 31, 2025, to each of the taxing units and to the candidates.

In addition to the sample resolution, ballot and taxing unit voting entitlement list, are the biographies/resumes provided by the candidates and taxing units.

The remaining steps in the appointment process and calendar as prescribed by Texas Property Tax Code Section 6.03 is summarized below:

- Before December 15: In accordance with Texas Property Tax Code Section 6.03 (k) each taxing unit that is entitled to vote shall determine its vote by resolution and submit the same to the Chief Appraiser.
- Before December 31: In accordance with Texas Property Tax Code Section 6.03 (k) the Chief Appraiser will count the votes, declare the two candidates who received the largest cumulative vote totals elected, and submit the results to each taxing unit in the District and to the candidates.
- On January 1 the two appointed members take office and begin serving a 4-year term, 2026-2029.

If you have any questions about this process, please contact Deputy Chief Appraiser, Cheryl Jordan, via email at DcadElections@dcad.org or her direct line, 214-819-2312, or the District's main number, 214-631-0520.

Enclosures/Attachments: Sample Resolution; Ballot; Voting Entitlement List; Candidate Biographies/Resumes

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote for the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City Duncanville does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

SECTION 2. This resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Dallas Central Appraisal District Official Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the two (2) positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominee Name	Votes
Kevin Carbo, Sr.	
John Cote	
Johnnae' Cortez	
Clyde Hairston	
Marion Hamilton	
Carter Holton	
Pauline Medrano	
Elishima Myles	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
America Rodriguez	
Yemi Salau	

Submit this official ballot before December 15, 2025, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Please attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

Kevin Carbo

Biography of a Servant Leader

My name is Kevin Carbo. I was born in New York, lived in Puerto Rico and moved to Texas in 1984. I have lived in Texas most of my life and this is home.

I earned a bachelor's degree in finance from Dallas Baptist University and an MBA from the University of Dallas. I was employed at Dallas Love Field as a Manager II and have worked in the banking and insurance industries. My wife, Jossie, and I have two children that were educated through the Mesquite ISD system, and we enjoy our six grandchildren. I currently work for the City of Mesquite.

My involvement with leadership in MISD began in the 1990s as a PTA parent where I ultimately served as first vice-president of the Mesquite Council of PTA's. I have been blessed to participate and lead several programs. For example:

- Current: School Board Trustee for Mesquite ISD since 1996 (29 years)
- 1998 graduate of Leadership TASB – Attained the designation of Master Trustee
- Current: Director of the Texas Association of School Boards BOD (7 years)
- Current: Vice-Chair of the Dallas Central Appraisal District BOD
- Current: Board member of the Mesquite Heart Association (4 years)
- Past-President of NTAASB (2 Years).
- Served on the Risk Management Fund Board for 12 years, including the last five years I served as Chairman of the BOD.
- Served as Chair of the National Hispanic Council (a Council of NSBA, 3 years)
- Sat as a Director on the National School Board Association (NSBA) BOD
- President of a Local Bowling league (13 years)
- Served as Chairman of Circle Ten Tomahawk District for three (3) years
- Coached youth baseball and soccer leagues
- Served my Church as a youth leader
- Keynote speaker at Jr. ROTC banquets and other school functions.
- Keynote speaker for Concilio which is an association that helps school kids, and their parent better understand the rigors of school life and wait awaits after graduation.

I am active in the community by attending and presenting information in forums, town hall meetings and local club meetings.

My passion has always been to help others do better. I love the job I am doing for Texas Public Education, and I firmly believe that the work we do is of the utmost importance to the future of our State and Country.

Thank you for the privilege of your time.

Respectfully,

Kevin Carbó

Johnnaé Cortez, MSSW

Lancaster Independent School District

School Board Trustee – District 3

Johnnaecortez@LancasterISD.org

469-552-5593



Johnnaé Cortez was born in Omaha, Nebraska where she learned at an early age she wanted to help people. At the age of six her family moved to the Great State of Texas where she has made her home. Johnnaé graduated with honors from The High School for Health Professions and later graduated with a double major in Psychology and Social Work from East Texas State University in Commerce, Texas. In December of 2008, Cortez received her Master of Science in Social Work Degree from the University of Texas at Arlington 3 days before giving birth to her now sixteen-year-old son and Lancaster ISD Early College Student.

Johnnaé retired in August of 2025 after 27 years of service with the **Texas Department of Family & Protective Services**. Johnnaé has been a social worker for over 30 years serving our most vulnerable citizens of Texas. Throughout her career with Child Protective Services, she has had the opportunity to use crisis intervention skills and community networking to build better community foundations of support. Johnnaé has worked in the field of investigations as a forensic interviewer, an in-home family service assessor, grant writer, and mediator. She is a Subject Matter Expert in the field of child abuse and neglect, family violence, and crisis intervention. Cortez has received many accolades and awards in the areas of child maltreatment and community social service work, impacting the misfortunate and weak. Johnnae is no stranger to crisis. In 2008, she worked as an investigator in the largest child welfare case in Texas history, Hurricane Katrina, Hurricane Harvey, and most recently the COVID-19 pandemic. Johnnae sees matters from “a different lens” and turns a crisis into opportunities to network with other front-line providers and identify resources for impacted children, families, and other vulnerable populations.

Johnnae is a long-standing member of St. Paul Baptist Church. She is a 32-year member of Delta Sigma Theta Sorority Incorporated. Johnnaé is a pillar in the Lancaster Community without pause. She is a Charter Member of the Lancaster New Centennial Lions Club and the past President of the Lancaster Middle School PTA where she chartered. She serves on the Lancaster ISD Capital Outlay Committee and in 2018 was appointed to the Lancaster ISD School Health Advisory Council after her advocacy in 2017 for Lancaster ISD students receiving a much-needed medical device. She has spent countless hours volunteering within Lancaster ISD and advocating for all students and families. On May 3, 2025, Johnnae Cortez was elected as the Lancaster ISD School Board Trustee for District 3. Johnnaé takes personal interest in preserving and improving the overall quality of Lancaster ISD and will ensure families and the community have a voice (as partners) in ensuring all students receive a quality education.



CLYDE C. HAIRSTON

Mayor, City of Lancaster

EDUCATION

DOCTORATE OF RELIGIOUS PHILOSOPHY (PH.D)

TABERNACLE BIBLE COLLEGE
-TAMPA FL

MASTERS OF DIVINITY

TABERNACLE BIBLE COLLEGE
-TAMPA FL

BACHELORS OF ARTS IN BIBLICAL STUDIES AND THEOLOGY

MINNESOTA GRADUATE
SCHOOL OF THEOLOGY
-BROOKLYN CENTER, MN

CERTIFICATE OF DIPLOMA IN BIBLICAL STUDIES AND THEOLOGY

DAYSPRINGS BIBLE COLLEGE
INSTITUTE AND SEMINARY
-TAMPA FL

CONTACT

Email: chairston@lancaster-tx.com
Phone: (469) 970-4432
Mailing Address: P.O. Box 940,
Lancaster, TX 75146

CAREER HIGHLIGHTS



Mayor Clyde C. Hairston has been a dedicated public servant and influential community leader in Lancaster, Texas, for over 33 years. His commitment to fostering unity and progress began with his appointment to the Human Relations Commission, a citizens' forum established to promote racial harmony within the city.

In a historic move, Mayor Hairston was appointed as Lancaster's first official Chaplain by city council resolution. He subsequently served as the District 5 City Councilmember for 11 years. During his tenure, he was elected by his peers to serve three consecutive terms as Deputy Mayor Pro Tempore. In May 2018, he was elected Mayor and is currently serving his second term, which extends through May 2027.

Mayor Hairston is a Certified Municipal Official (CMO) through the Texas Municipal League Institute (TMLI), having completed comprehensive training in Open Government, the Open Meetings Act, and the Public Information Act. In February 2021, he received additional TMLI certifications, including the Certificate of Recognition and the Certificate of Outstanding Accomplishment.

His extensive civic involvement includes service on the Lancaster Outreach Center Board of Directors and as Senior Chaplain for Dallas County Constable Precinct One from 2007 to 2010. He also led the Lancaster Interdenominational Ministerial Alliance (LIMA) as President for four years and currently serves as its Treasurer. Mayor Hairston is an active board member of the North Central Texas Housing and Finance Corporation (NCTHFC) and a member of the Metroplex Mayors Association.

Throughout his public service career, Mayor Hairston has contributed to numerous city boards and commissions, including the Library Board, Parks and Recreation (4B) Board, Airport Board, Museum Board, and Civic Service Commission. He was instrumental in the development of Meadowcreek Community Park, providing a vital recreational space for families and youth. From 2010 to 2018, he partnered with the Lancaster Independent School District (LISD) to support educational initiatives.

Mayor Hairston actively engages with the community through events such as the My Brother's Keeper Summit, aimed at empowering young men, and the Back to School Red Carpet Day, where he welcomes students at the start of the academic year. He firmly believes in the power of collective effort, often stating, "It's not about me, it's about we."

"It's not about me, it's about we" -**Mayor Clyde C. Hairston**



CLYDE C. HAIRSTON

Mayor, City of Lancaster

EDUCATION

**DOCTORATE OF RELIGIOUS
PHILOSOPHY (PH.D)**
TABERNACLE BIBLE COLLEGE
-TAMPA, FL

MASTERS OF DIVINITY
TABERNACLE BIBLE COLLEGE
-TAMPA, FL

**BACHELORS OF ARTS IN
BIBLICAL STUDIES AND
THEOLOGY**
MINNESOTA GRADUATE
SCHOOL OF THEOLOGY
-BROOKLYN CENTER, MN

**CERTIFICATE OF DIPLOMA IN
BIBLICAL STUDIES AND
THEOLOGY**
DAYSPRINGS BIBLE COLLEGE
INSTITUTE AND SEMINARY
-TAMPA, FL

CONTACT

Email: chairston@lancaster-tx.com
Phone: (469) 970-4432
Mailing Address: P.O. Box 940,
Lancaster, TX 75146

PROFESSIONAL SUMMARY

Mayor of Lancaster, Texas, with 33+ years in local government and community engagement. Certified Municipal Official known for transparent, equitable, and strategic leadership.

WORK EXPERIENCE

■ JANUARY 1989-PRESENT

SENIOR PASTOR

MIRACLE TEMPLE FELLOWSHIP CHURCH

- Provide spiritual leadership and administrative oversight to Miracle Temple Fellowship Church, guiding its mission as the body of Christ. Lead in preaching, teaching, sacraments, worship, stewardship, and outreach.

■ SEPTEMBER 2009- JUNE 2017

PARTNER IN EDUCATION

LANCASTER INDEPENDENT SCHOOL DISTRICT

- Provided assistance to teachers and administrators throughout the district.

■ FEBRUARY 1989-JANUARY 1989

MEDIA DELIVERY DRIVER

DALLAS COUNTY SCHOOLS, MEDIA DEPARTMENT

- Delivered media materials to area school districts in Dallas County.

■ JANUARY 1988-JANUARY 1989

HOUSE SUPERVISOR-COMMUNITY CORRECTIONS PROGRAM

VOLUNTEERS OF AMERICA

- Monitored and managed daily operations of the residential program, ensuring compliance with VOA policies and procedures in the absence of senior staff.

■ JANUARY 1983-FEBRUARY 1985

VOLUNTEERS OF AMERICA

WEEKEND COORDINATOR

- Supervised 12 males with mental challenges, managed daily operations, monitored visits, and oversaw the facility.

COMMUNITY INVOLVEMENT

2024: Lancaster City Council Mayor, Third Term
2021: Lancaster City Council Mayor, Second Term
2018: Lancaster City Council Mayor, First Term
2006: Lancaster City Council Deputy Mayor Pro Tem, District 5
2003: Lancaster City Councilmember, District 5





Marion Hamilton, M.H.A./M.B.A., Manager of the Patient Liaison Services Office at UT Southwestern Medical Center Dallas. Ms. Hamilton is a native of Dallas, TX graduate of Business Management Center H.S. She earned her undergraduate degree from East Texas State/Texas A&M-Commerce and graduate degrees; Masters in Healthcare Administration and Masters in Business Administration from the University of Texas Dallas. Hamilton is a life learner and has a passion for children's education. She has been employed at UT Southwestern since 2005, spending the majority of her time in Clinical Affairs/President's Office and Ambulatory Administration. Throughout her tenure she has strived to excel in her career by participating in various programs/organizations such as Aspiring Leaders, AAE-BRG, and completed a dual Master's program offered by UTSW through UT Dallas. She was elected by colleagues to serve on the UTSW Employee Advisory Council (EAC) from 2018-2020 and continues to volunteer as an alumnus in various events held at the University.

Ms. Hamilton is charged with creating processes, policy implementation, oversight and developing/maintaining an annual budget for the Patient Liaison Services Office, which serves to facilitate patient access to health care specialists. Daily, she oversees/manages the work of departmental employees ensuring that patient's needs are being met. She accurately monitors fiscal and administrative tasks to ensure efficient and effective daily operations.

Currently, Ms. Hamilton serves as the Lancaster Independent School District Board President. She was elected May 2009 and has held all officer positions (President, Vice President, 2nd Vice President, Secretary) multiple times. Ms. Hamilton enjoys sharing her time and knowledge with the students, staff and the community that she resides in to ensure all needs are met academically and financially. Oversight, leadership and operations are her greatest strengths due to her professional career experiences.

Ms. Hamilton is a proud mother of two wonderful adult children Kerinthia Hamilton, MBA graduate of Lamar University and Jeremiah Solomon, BS graduate of Prairie View A&M University. Marion enjoys cooking, reading, traveling, and spending time with family and friends.

(/)

Elishima Myles' Bio

Elishima Myles, MBA, CCT, aPHR | Balch Springs, Texas

Workforce Development Leader | Strategic Program Director | Community Advocate

Elishima Myles is a results-driven and strategically focused professional with over two decades of leadership experience spanning from higher education, government, corporate finance, and workforce development. She currently serves as Workforce Development and Apprenticeship Project Coordinator Relationship Management at Dallas College, where she manages grant-funded initiatives, fosters employer partnerships, and aligns workforce programs with regional economic needs.

Her prior roles include Program Director for Workforce Development and Continuing Education at Dallas College, Talent and Development Specialist at TBK Bank, and Assistant Vice President at J.P. Morgan Chase. Across each role, she has demonstrated a consistent ability to drive operational efficiency, manage multimillion-dollar accounts, and enhance community engagement through innovative workforce solutions.

Elishima holds a Master of Business Administration from Texas A&M University-Commerce and a Bachelor of Science in Business Administration from the University of Southwestern Louisiana. She is also a commissioned Texas Notary Public and certified as an Associate Professional in Human Resources (aPHR), and Contract Training.

In addition to her professional work, Elishima is an active civic leader. She serves as a City Councilmember for the city of Balch Springs, TX, and holds board positions with the Inland Port of Dallas County Local Government Corporation, Leadership Southwest, and Building Better Bridges. Her commitment to community development, economic empowerment, and lifelong learning underscores her dedication to creating lasting impact across sectors.

Larry Offutt

6038 Bryan Parkway

Dallas, Texas 75206

My extensive experience in real estate, business ownership, leadership positions in multinational publicly-traded companies makes me highly qualified to serve on the Dallas Central Appraisal District Board.

1. Real Estate Expertise

- As an owner of both single-family and multifamily housing, I have practical, firsthand knowledge of property values, market trends, and the complexities of real estate transactions. This insight is invaluable when it comes to understanding how properties should be fairly appraised and taxed.

2. Understanding of Property Management

- Managing both single and multifamily properties requires knowledge of maintenance, investment strategies, tenant relations, and compliance with city, county and state property regulations. This background can help me to advocate for fair property tax assessments that reflect the realities of ownership and management.

3. Business Acumen

- Owning and operating both independent and publicly owned businesses gives me critical experience in financial management, budgeting, and strategic decision-making. These skills are directly transferable to overseeing the operations of the appraisal district, including approving budgets and ensuring fiscal responsibility.

4. Familiarity with Public and Private Sectors

- My experience in both independent and publicly owned businesses provides me with a unique perspective on public service, accountability, and transparency, which are essential qualities for someone serving on a public board.

5. Stakeholder Perspective

- As a property owner and business operator, I represent a broad spectrum of the community impacted by property appraisals. I understand the implications of property taxes on individual homeowners and business owners alike, which allows

me to advocate for fair, balanced policies that benefit both groups and the realities of governmental entities.

6. Commitment to Public Service

- Serving on the DCAD Board involves ensuring fairness in the appraisal process, which affects tens of thousands of property owners. My business and real estate experience demonstrate a capacity for leadership, making me an ideal candidate to contribute to the community through the board.

My combined experience in real estate, business ownership and governmental affairs positions me to bring valuable insights and a balanced perspective to the DCAD Board and the citizens it serves.

Community and Volunteer

Dallas City Commissioner appointed by Dallas City Council- Landmark Commission Oct 2021 - Present

Founding Member - Remember Black Dallas -Jan 2019 - Present · Civil Rights and Social Action

City of Dallas Emergency Management (FEMA) Dec 2016 - Present

Founder & Member - Historic Preservation League (now Preservation Dallas)

Member- Supporter – Dallas NAACP

Founder & Member - Swiss Ave Historic District

Founding and Current Member – Friends of Aldredge House Museum

Dallas County Park Board

Member - Supporter - The Southern Poverty Law Center

Member-Supporter – National Council of Jewish Women Dallas

WM. DAVID PALMER

(214) 557-8406 david.palmer1@verizon.net

Chief Executive, General Counsel, Manufacturing and Distribution

EXECUTIVE PROFILE

Visionary executive and strategic leader with a distinguished record of driving business growth, operational excellence, and regulatory compliance. Proven ability to build and scale companies. Lead high-performing teams and optimize manufacturing and logistics operations. Expertise spans manufacturing and distribution operations, financial management, cost accounting, legal and regulatory frameworks, and executive decision-making. Recognized for fostering a culture of integrity, innovation, and continuous improvement.

PROFESSIONAL EXPERIENCE

Systems and Operations Consultant

KEARNEY TRAILERS, LLC – Emory, TX

05/25 – Current

- Provide consulting in updating and refining ERP information systems and accounting practices for manufacturing utility trailers
- Provide organizational behavior consulting
- Improve data for management decision-making

President | Shareholder | Director

PREMARK HEALTH SCIENCE, INC. – Irving, TX

03/07 – 02/25

Business Leadership & Growth

- Founded and led contract manufacturing firm specializing in food, dietary supplement, and personal care cosmetic products.
- Expanded operations from 13,000 sq. ft. facility with 6 employees to a 74,815 square-foot state-of-the-art manufacturing plant with 54 employees.
- Diversified services from a flexible packaging tolling operation to full turn-key production and packaging of powders, capsules and liquids in both flexible and rigid packaging.
- Spearheaded technology upgrades from QuickBooks to QuickBooks Enterprise Manufacturing to NetSuite ERP for enhanced operational efficiency.
- Established and maintained a culture of compassion, quality, safety, and integrity, prioritizing employee development and business growth.
- Recognized in both the **Dallas 100** and **Aggie 100** in 2012.

Regulatory Compliance Excellence

- Maintained FDA registration as a Food, Cosmetic, and OTC Drug Manufacturer; and registrations with the Texas Department of State Health Services (TDSHS) as a Food, Drug, and Consumable Hemp Products Manufacturer.
- Implemented the newly adopted cGMP's (21 CFR 121) under the Dietary Supplement and Health Education Act (DSHEA) for Dietary Supplements beginning in 2009, and under the Food Safety Modernization Act (FSMA) for Food (21 CFR 117) in 2015.
- Led the company with commitment and dedicated hard work, to earn **NSF** certification for dietary supplement production and **SQF Quality/Level 3** certification for food manufacturing, both industry gold standards.

- Certified USDA Organic, Gluten Free (GFCO), Kosher and Halal. EU Dairy Certified and registered with Health Canada. All these registrations, certifications and company abilities can be viewed on the company's website www.premarkhs.com.

Consultant

STRATEGIC SOLUTIONS – Irving, TX

01/06 – 02/07

- Provided expert consulting in manufacturing and legal/regulatory compliance for companies in the nutritional and personal care industries.

President | Chief Operating Officer | Director

PROGRESSIVE LABORATORIES, INC. – Irving, TX

10/94 – 08/05

- Led operations, legal and regulatory affairs for a privately-owned, branded Practitioner line of dietary supplements, and began contract manufacturing of dietary supplements.
- Developed and implemented employee-focused training programs fostering a positive, high-performance culture contributing to consistent growth, averaging 14% annual revenue growth.
- Successfully navigated the new and complex regulatory landscape following Congressional passage of DSHEA in 1994, positioning the company for long-term compliance and success.

Legal & Accounting Career

- **Sole Practitioner, LAW OFFICE OF WM. DAVID PALMER** – Dallas, TX 04/90 – 10/94
- **Associate Attorney, RAY E. GREEN & ASSOCIATES, P.C.** – Dallas, TX 01/88 – 04/90
- **Associate Attorney/Law Clerk, NIELSEN & COMPANY, P.C.** – Dallas, TX 08/86 – 01/88
- **Senior Tax Accountant / Senior Auditor / Accounting Clerk, KRAFT FOODS COMPANY, INC.**
Garland TX and Chicago, IL 09/76 – 07/86

EDUCATION

Southern Methodist University, Dallas, TX

Master of Business Administration (Executive MBA Program)

May 2004

- Beta Gamma Sigma National Honorary Business Fraternity

DePaul University College of Law, Chicago, IL

Juris Doctor

January 1987

Southern Methodist University, Dallas, TX

Bachelor of Business Administration, Cum Laude

May 1982

- Major: Accounting
- Beta Alpha Psi National Honorary Accounting Fraternity
- Minor: Political Science

PROFESSIONAL MEMBERSHIPS

- Member, State Bar of Texas (15435950) 1987 - Present

COMMUNITY SERVICE & LEADERSHIP

- **Director**, Greater Irving – Las Colinas Chamber of Commerce 2001-2007
- **Director**, Irving Sister Cities 2012-2024
- **Commissioner**, City of Irving, Planning and Zoning Commission 2005-2012
- **Board Member**, City of Irving Tax Increment Investment Zone (TIF) No. 1 2012-2015
- **Councilman**, City of Irving, Place 8 At-Large 2015-2021

- Chaired the Planning and Development Committee, co-chaired the Boards and Commissions Appointments Committee
- Served on the Audit and Finance Committee, and the Transportation and Natural Resources Committee
- Acted as Council liaison to the National League of Cities and to the Irving Youth Council

PERSONAL:

Born May 25, 1958, at Methodist Hospital, Dallas TX. Married to Allyson since January 1983 and active in Boy Scouts with our three sons who are all Eagle Scouts. Friends of Scouting Chairman, Western Star District, 2005, 2006 and 2007.

Resume of:



Cassandra Phillips | REALTOR® | Leader | Advocate for Community and Education

With over two decades of experience in real estate and community leadership, **Cassandra Phillips** has built a career grounded in service, integrity, and a genuine passion for helping others. Licensed as a REALTOR® since 2001, she has held numerous influential roles within both the industry and her community—each reflecting her dedication to excellence and advocacy. Cassandra founded **Phillips Price Realty, Inc. (2005)** a firm built on integrity, service, and results — now proudly celebrating 20 years of helping clients achieve their real estate dreams. Her influence extends well beyond real estate.

Her leadership journey includes serving as a **Director for the Duncanville Chamber of Commerce (2006)**, Named **REALTOR® of the Year - SW Dallas Chapter of Women's Council of REALTORS (2006)**, **President of Bilhartz Elementary PTA (2008)**, and she twice served as **President of the Women's Council of Realtors®, Southwest Dallas Chapter (2008 & 2011)** and is a proud **Graduate of the Texas Realtors® Leadership Academy (Class of 2010)** she continues to elevate industry standards through service and example.

Her commitment to fair and equitable representation extends beyond real estate. As a past member of the **Board of Directors for the Dallas Central Appraisal District**, she played a key role in ensuring transparency and accuracy in property valuations. Elected to the **Duncanville ISD School Board in 2017- present**, Cassandra served as **Board President in 2020**, she remains deeply involved in shaping the educational future of her community.

Fun Facts:

She's an early riser and devoted **morning person**, a loyal **Apple user**, and a proud **mother of four** and **grandmother of three**, including the proud mom of a former professional football player. She doesn't drink soda, but she's full of energy—fueled by faith and a love for life. When she's not serving clients or her community, you'll find her **hiking, cycling, roller skating, walking, traveling or spending time with family**. Above all, she loves God and her family and believes in living a life of service, purpose, and gratitude.

America Rodriguez

101 Crockett Drive
Hutchins, TX 75141

214-301-1260
americarodriguez954@gmail.com

EDUCATION

Texas A&M University, College Station, Texas December 2022
Bachelor of Science in Agriculture Economics with a concentration in Finance and Real Estate
Cum Laude Honors

Envestnet Institute on Campus program Coursework completed in Spring 2021

- Broad-based training in asset and wealth management with an emphasis on managed solutions
- Learned the essential language of investment management and its ever-changing products and technologies

EXPERIENCE

City of Hutchins Council Member May 2025 – Present
Elected Official

- Create local laws to improve residents' quality of life and economic development in the city.
- Communicate with residents and city employees on city necessities and community projects.
- Approve budgets and oversee that city departments and services are effective and efficient.

BR Master Construction Dallas, TX November 2022 – Present
Operations Manager

- Oversee administrative and labor operations, day-to-day and quarterly necessities.
- Coordinate systems to effectively improve business processes.
- Manage training and compliance programs.

BR Master Construction Dallas, TX December 2018 – November 2022
Executive Assistant

- Coordinate schedules and communication between associates.
- Collect and develop reports for end of week and fiscal quarters, plus end-of-year earnings.
- Compute and coordinate weekly payroll and payroll projects.

ACTIVITIES

Keep Hutchins Beautiful Board August 2023 - Present
VP- Chair

- Create initiatives that beautify our city through hands-on projects and community outreach.
- Coordinate communication and processes to effectively complete programming.
- Work with national and local organizations to achieve beautification efforts.

Alpha Zeta Fall 2020 – Spring 2022
VP- Development / Censor

- Contact potential guest speakers and coordinate community outreach in the ag community.
- Coordinate with local committees and report at the national level.

SKILLS

- Can read, write, and speak proficient Spanish
- Advanced knowledge of QuickBooks and Canva
- Familiar with Microsoft Word and Microsoft Excel

Yemi Salau brings 15 years of rich experience in SAP and Project Management. Throughout this career, he has held key roles at renowned organizations, including IBM, Accenture, Verizon, CSC, Deluxe, General Dynamics, and PepsiCo. He has led significant projects for major clients, contributing to federal initiatives like the Logistics Modernization Program (LMP) and the US Navy Supply Command (NAVSUP), as well as being involved in Verizon's 5G rollout.

In 2023, Yemi was elected as a Council member for place 7 in Balch Springs. He earned his Bachelor of Science degree in Electrical Engineering from Farmingdale State University.

Beyond his professional pursuits, Yemi is actively engaged in community volunteering and enjoys traveling with his family. He is also a passionate reader, making time for literature whenever he can.



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 730 E. IH20.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

On February 18, 2025, City Council approved resolution 2025-422 approving the Purchase and Sale Agreement (PSA) between the City of Duncanville and KKMD Investments, LLC, for the commercial property located at 730 E. IH20, known as the Toyota Property, for an amount not to exceed \$1,020,000.00. The approved agreement provided the buyer with a 180-day inspection period upon execution. In addition, the approved PSA includes a list of non-permitted uses on the property as deed restrictions for the development of the balance of the site.

Since the agreement's approval and execution, the buyer has been working diligently with their design professional to conduct the necessary due diligence on the property and prepare preliminary redevelopment plans for the entire site. However, the buyer is seeking a 30-day extension of the inspection period to allow the buyer's team to conduct additional due diligence, enabling the development plans to be finalized for the City's consideration and approval under the terms of the approved agreement.

On August 5, 2025, the City Council approved a 30-day extension to the 180-day inspection period. Subsequently, another extension was approved on September 16, 2025, extending the deadline until October 21, 2025.

The ap

POLICY EXPLANATION:

According to Section 3.1.2 of the Purchase and Sale Agreement, the buyer must submit a proposed development plan for the property to the City before the inspection period ends. This plan should include a Site Plan showing the layout of all roads and walkways, the locations of utilities, pad sites, green spaces, and parking areas, and the proposed uses of the space. Additionally, the plan must include a written commitment from both the buyer and Marriott International, Inc. to construct a Marriott Residence Inn or a higher classification hotel during the first phase of the development.

FUNDING SOURCE:

Re-Imagine: High Quality of Life

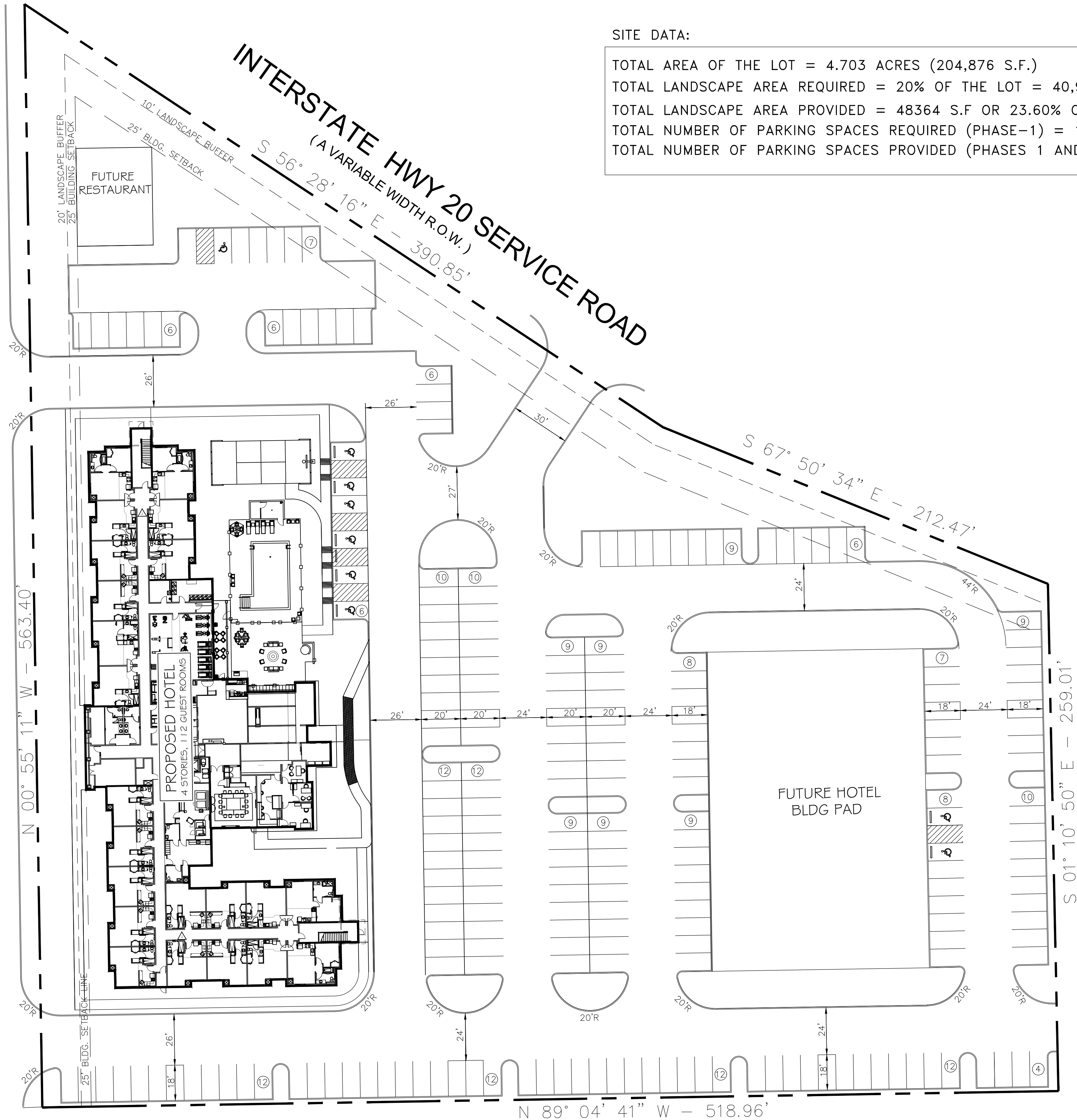
ACTION ALTERNATIVES:

1. Approve
2. Disapprove
3. Other actions as directed by City Council

ATTACHMENTS:

CONCEPT SITE PLAN -3 (10-4-2025), Residence Inn - Proposed Building Elevations, KKMD Investments Purchase and Sale _02.18.2025, First Amendment for the PSA with KKMD - Executed, Corp Deck Sept 2024, City Council 11.18.25 - Toyota Property Slides, RESOLUTION - Toyota Property

N. ALEXANDER AVENUE
(A 60' R.O.W.)



SITE DATA:

TOTAL AREA OF THE LOT = 4.703 ACRES (204,876 S.F.)
TOTAL LANDSCAPE AREA REQUIRED = 20% OF THE LOT = 40,975 S.F
TOTAL LANDSCAPE AREA PROVIDED = 48364 S.F OR 23.60% OF THE LOT
TOTAL NUMBER OF PARKING SPACES REQUIRED (PHASE-1) = 112
TOTAL NUMBER OF PARKING SPACES PROVIDED (PHASES 1 AND 2) = 225

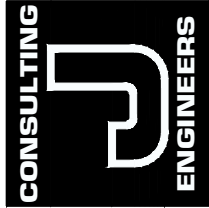
LOT 1A, BLOCK A
OF
LOT 1A, 2A, 3A AND 4A, BLOCK A
CIRCUIT CITY - REDBIRD ADDITION
VOL. 92220, PG 1940
D.R.D.C.T

LOT 1, BLOCK A
OF
LOT 1, BLOCK A
VENTURE REDBIRD ADDITION
VOL. 93233, PG 2184
D.R.D.C.T

Residence Hotel
Duncanville, Texas

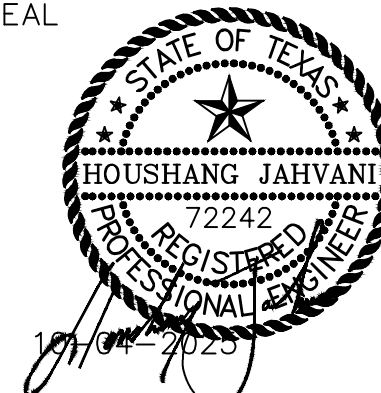
JAHVANI CONSULTING
ENGINEERS, INC.
TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #200
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



REVISIONS DATE

SEAL



DWG. TITLE:
CONCEPT
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 30'

DATE 10-04-2025

1 OF 1
SHEET NUMBER

1. REFER TO DESIGN STANDARDS. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED UPON STRUCTURAL SYSTEM.
2. REFER TO BUILDING SITE + EXTERIOR BPM FOR MATERIALS AND COLORS.
3. CONCRETE/TO BE TIE-ING AND UNDERGROUND STORM SEWER WHEREVER POSSIBLE. WHERE NOT POSSIBLE, THEY SHALL DISCHARGE INTO CONCRETE SPASH BLOCKS. STORM WATER SHALL NOT DRAIN ACROSS MAINTENANCE.
4. THERE ARE TWO DIFFERENT EXTERIOR COLOR SCHEMES, "ROCKY CREEK" AND "ROSEMARY." FINISH TUNES ON THIS SHEET REFER TO THE "ROCKY CREEK" COLORS. REFERENCE THE EXTERIOR BPM FOR A COMPLETE LIST OF FINISHES.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE DOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA.

ARCHITECTURE:

- ENGINEERING**
- A-1** PAINT ALL DOWNERS AND GRILLES TO MATCH ADJACENT WALL SURFACE
 - A-2** MECHANICAL DOWNERS SHOULD BE ARRANGED SLIGHTLY TO WINDOW PATTERN
 - A-3** PROVIDE ADEQUATE BLOCKING BEHIND WALL FOR MOUNTING. PROVIDE ACCESS FOR MOUNTING ELECTRICAL COMPONENTS AND UTILITIES. PROVIDE ADEQUATE CONNECTIONS. PROVIDE ADEQUATE DEDICATED CIRCUITRY BROUGHT TO SIGN LOCATION FROM ELECTRICAL PANEL
 - B-1** PROVIDE POWER AND STRUCTURAL SUPPORT FOR SIGN. PROVIDE EXTERIOR DECORATIVE FINISHES

EXTERIOR FINISH KEY

- [illegible]

Residence in

Design Guideline Drawings

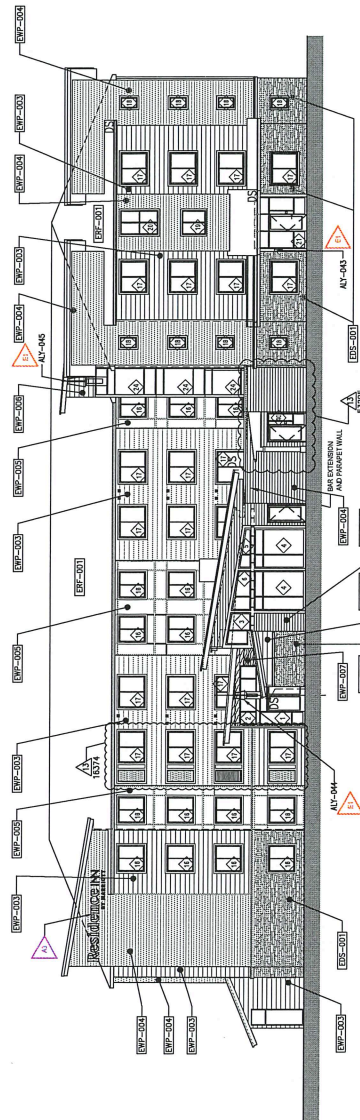
ISSUE DATE: 1/24/17
 REVISION DATE: 11/26/23
 GENERATION: GEN 2.1 17845
 DECOR: NELMADZ

EXTERIOR ELEVATIONS

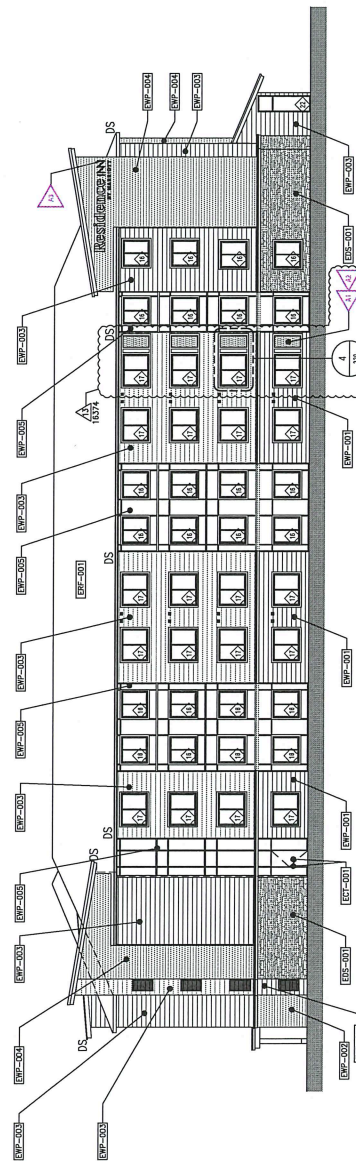
211

NOT FOR CONSTRUCTION

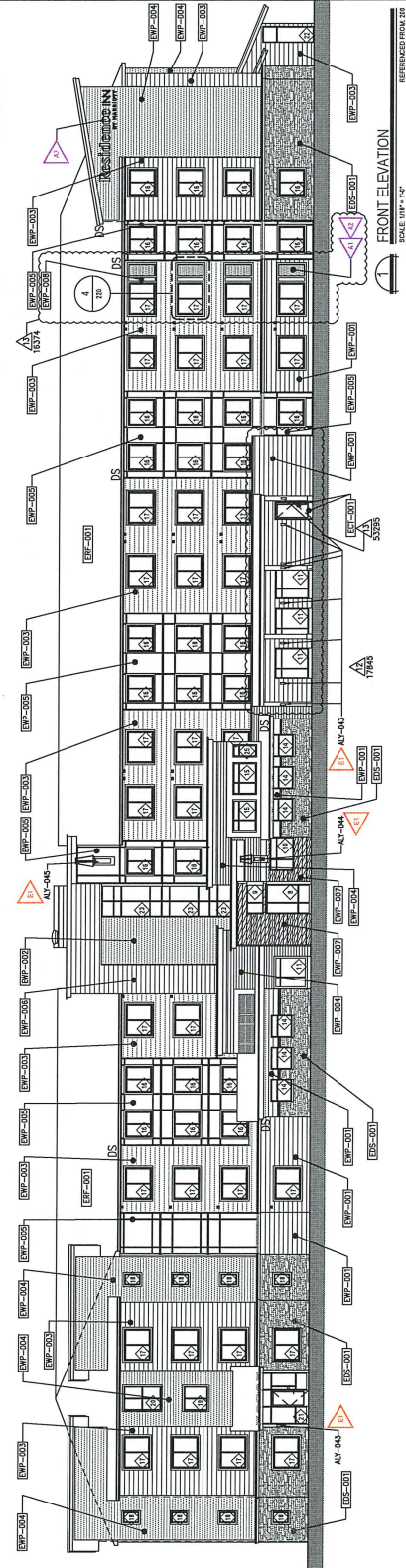
FILE NAME: 09-R-09_1-21-Eval.Banding17845



3 RIGHT ELEVATION



2 LEFT ELEVATION



FRONT ELEVATION

1. REFER TO DESIGN STANDARDS. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.

GENERAL NOTES

5. BUILDING FOUNDATIONS ARE APPROPRIATE AND WILL VARY BASED UPON STRUCTURAL SYSTEM.
6. REFER TO BUILDING SITE + EXTERIOR BPM FOR MATERIALS AND COLORS.
7. DOWNSPOUTS TO BE THRESH-LINED INTO UNDERGROUND STORM SEWER WHEREVER POSSIBLE. WHERE NOT POSSIBLE, THEY SHALL DISCHARGE INTO CONCRETE SPASH BLOCKS. STORM WATER SHALL NOT DRAIN ACROSS WALKWAYS.
8. THERE ARE TWO DIFFERENT EXTERIOR COLOR SCHEMES: "POCKY CREEK" AND "HOSGARD". FINISH TONES ON THIS SHEET REFER TO THE BUILDING SITE + EXTERIOR BPM FOR A COMPLETE LIST OF FINISHES.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ABSTRACT: 185.

- PAINT ALL LOUVERS AND GRILLES TO MATCH ADJACENT WALL SURFACE**
- MECHANICAL LOUVERS SHOULD BE ARRANGED SIMILAR TO WINDOW PATTERN**
- PROVIDE ADEQUATE BLOCKING BEHIND WALL FOR SOUNGE**
- PROVIDE ACCESS FOR MOUNTING ELECTRICAL COMPONENTS AND WIRING**
- PROVIDE ADEQUATE CONNECTIONS, PROVIDE ADEQUATE DEDICATED CIRCUITRY BROUGHT TO SINK LOCATION FROM ELECTRICAL PANEL.**

ENGINEERING:

-  PROVIDE POWER AND STRUCTURAL SUPPORT AS REQUIRED FOR EXTERIOR DECORATIVE FIXTURE.

EXTERIOR FINISH KEY

- [illegible]

Residence in

Design Guideline Drawings

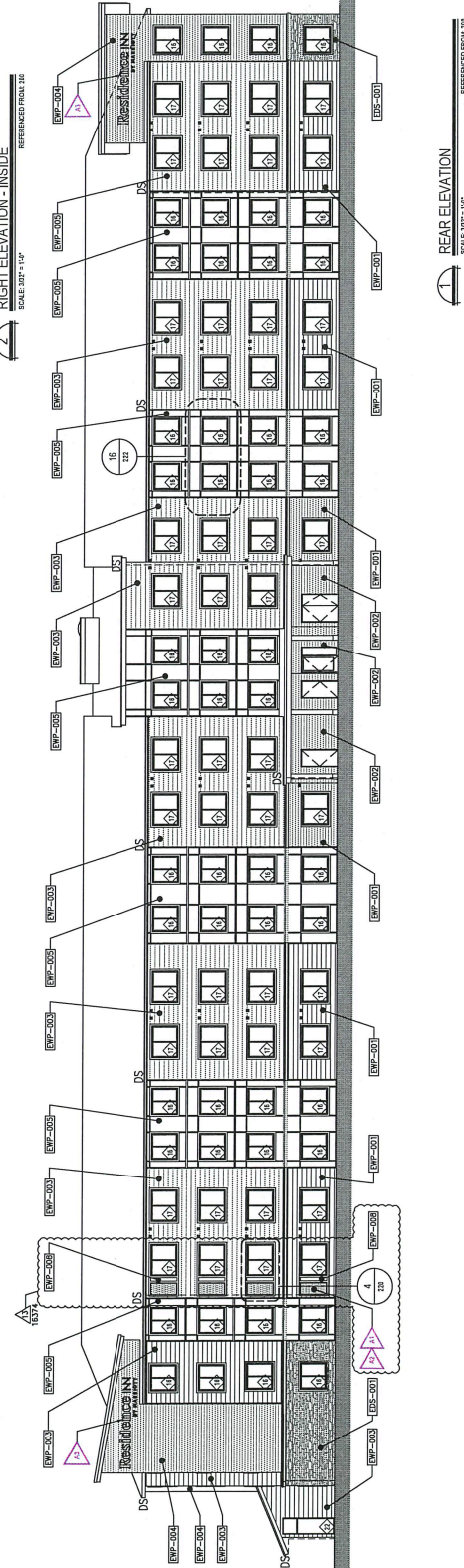
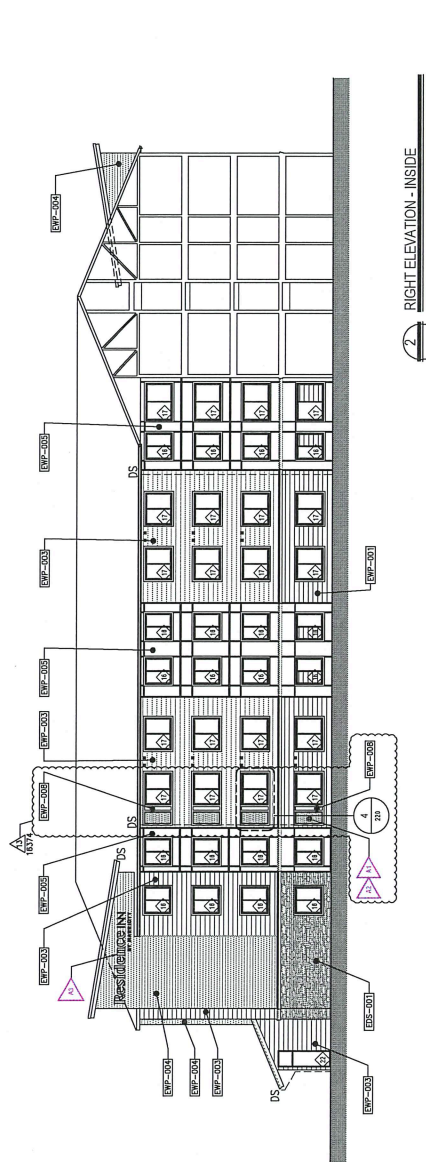
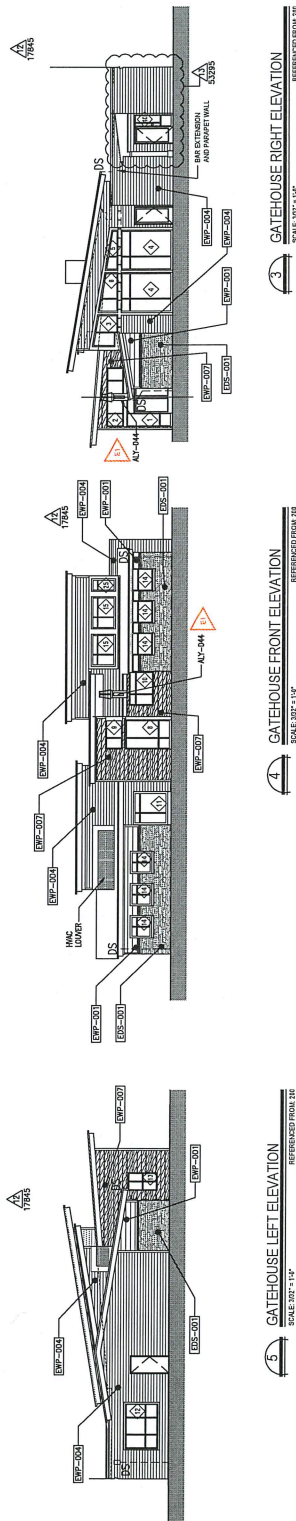
ISSUE DATE: 12/2/17
 REVISION DATE: 11/01/23
 GENERATION: GEN 1.1 17845
 DECOR: NEUHAUS

EXTERIOR ELEVATIONS

212

NOT FOR CONSTRUCTION

12
ELECTRIC-20 P.C. 1219-541 Electric-20 P.C.

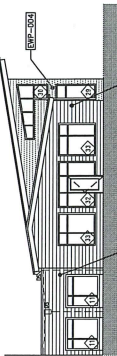


REFERENCE NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL BE SUBJECT TO CHANGE. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE DESIGN STANDARDS.

GENERAL NOTES

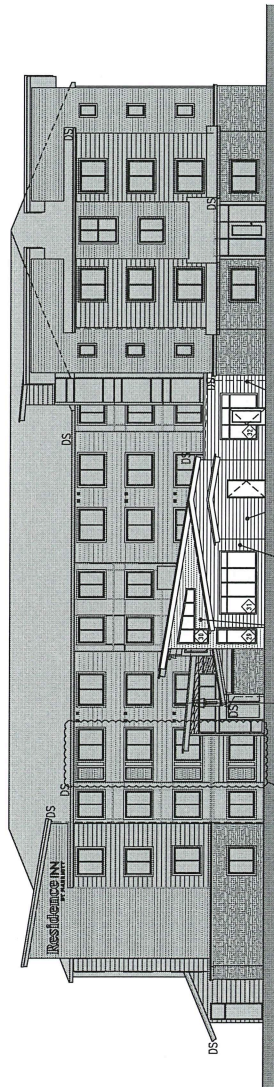
1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL BE SUBJECT TO CHANGE. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE DESIGN STANDARDS.
2. DOWNPOUR TO BE THICK-LINED INTO UNDERGROUND STORM DRAIN. DOWNPOUR SHALL DISCHARGE ONTO CONCRETE STAGE BLOCKS. DOWNPOUR SHALL NOT SPILL INTO WALKWAYS.
3. THERE ARE TWO DIFFERENT EXTERIOR COLOR FINISHES SHOWN ON THIS SHEET. REFER TO THE FINISH SCHEDULE FOR A COMPLETE LIST OF FINISHES.
4. AREA SHOWN IN GRAY INDICATES FINISHES. FINISHES SHOWN AND IS SHOWN ONLY FOR REFERENCE PURPOSES.



POOL LEFT ELEVATION

SCALE 3/32" = 1'-0"

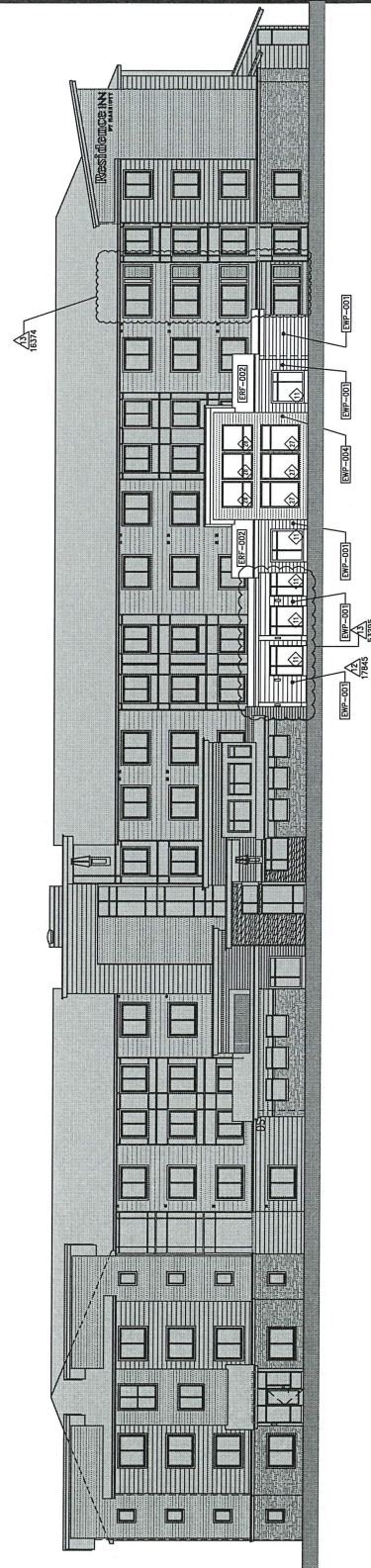
REFERENCED FROM 20A



RIGHT ELEVATION

SCALE 3/32" = 1'-0"

REFERENCED FROM 20A



FRONT ELEVATION

SCALE 3/32" = 1'-0"

REFERENCED FROM 20A

EXTERIOR FINISH KEY

- [WP-001] YELLOW METAL ROOF & FLOOR FINISH PANELS
- [WP-002] STONE VENEER
- [WP-003] 12" EXPOSURE CONCRETE
- [WP-004] 12" EXPOSURE CONCRETE
- [WP-005] 12" EXPOSURE CONCRETE
- [WP-006] 12" EXPOSURE CONCRETE
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- [WP-099] 12" EXPOSURE CONCRETE
- [WP-100] 12" EXPOSURE CONCRETE

Residence Inn
BY HARRITT

Design: Guideline Drawings
DATE: 10/20/11
REVISION: 10/20/11
ORIGINATOR: GREAT 1/10/11

EXTERIOR ELEVATIONS -
INDOOR POOL

212A

NOT FOR CONSTRUCTION

FILE NAME: 10-20-11_212A-41 (Broom-Header Pool Deck) 1/10/11

RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 18th day of February 2025.

APPROVED:



Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this ___ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS**, a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC**, a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS (\$10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended**, the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating

layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part

by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

3.3.10. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school

- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
- ii. sign manufacturing
- jj. auto repair
- kk. car wash
- ll. fuel station
- mm. parking lot

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") with agreed to deed restrictions as set forth herein; to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by

Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of

any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall

have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or

relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the “Legal Requirements”), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10. No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11. Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, “OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control and “OFAC List” is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a “Designated National” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Council of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the

earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the

contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with this transaction.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:

The City of Duncanville
Attn: Mike Land, City Manager
203 E Wheatland Rd
Duncanville, TX 75116

If to Buyer:

KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

With a copy to:

Nichols Jackson, LLP.
Attn: Robert E. Hager, City Attorney
500 N. Akard St.
Suite 1800
Dallas, TX 75201
Email: rhager@njdhs.com

17. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

18. Counterpart Execution; Execution by Facsimile Transmission/.PDF Format. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree

that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. **Effective Date.** The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. **Attorney's Fees.** Each Party shall be responsible for its own attorney fees and expenses.

28. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

29. **Miscellaneous.**

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following

such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service.** Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts.** If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District.** Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code or (ii) any Section 1031 exchange delay or be a condition to Closing.

31. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. **Survival.** The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: 

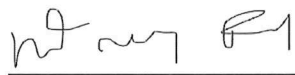
Name: Douglas E. Finch

Title: City Manager

per Reso #
2025-422

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: 

Name: Manish Patel

Title: Managing Member

EXHIBIT A
Description of the Land

BEING a tract or parcel of land situated in the Robert F. Merrill Survey, Abstract No. 883, City of Duncanville, Dallas County, Texas and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast intersection of East Interstate Highway 20 and N. Alexander Avenue;

THENCE South 56 degrees 02 minutes 30 seconds East, with the Southwest line of said East Interstate Highway 20, 391.47' to a 1/2 inch iron pipe set for corner;

THENCE continuing with the Southwest line of said East Interstate Highway 20, South 68 degrees 14 minutes 01 second East, 213.64' to a 7/8 inch iron rod found at the Northwest corner of a tract of land conveyed to Circuit Investors #2, recorded in Volume 92223 Page 3891, Deed Records, Dallas County, Texas;

THENCE South 01 degree 23 minutes 47 seconds East with the West line of said Circuit Investors Tract, 258.87' to a 1/2 inch iron rod set for corner at the Northeast corner of a tract of land conveyed to La Mexicana Tortilla Factory, Inc. recorded in Volume 2004190 Page 3261, Deed Records, Dallas County, Texas;

THENCE South 89 degrees 14 minutes 25 seconds West with the North line of said La Mexicana Tortilla Factory Tract, 520.00' to a 5/8 inch iron rod found for the Northwest corner of said La Mexicana Tortilla Factory Tract and on the East line of said N. Alexander Avenue;

THENCE North 0 degrees 57 minutes 43 seconds West with the East line of said N. Alexander Avenue, 563.66' to the PLACE OF BEGINNING and Containing 4.69 acres of land, more or less.

EXHIBIT "A"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC 730 E. IH 20, DUNCANVILLE, TEXAS

This First Amendment to the Purchase and Sale Agreement (this "Amendment") is made and entered into as of the 18th day of February, 2025 (the "Effective Date"), by and between the **CITY OF DUNCANVILLE, TEXAS**, a home-rule municipality and political subdivision of the State of Texas ("Seller"), and **KKMD INVESTMENTS, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated February 18, 2025 (the "Agreement"), for the conveyance of certain real property located at 730 E. IH 20, Duncanville, Texas (the "Property"); and

WHEREAS, the Property is a significant and visible site within the City of Duncanville, and its redevelopment is anticipated to provide substantial economic and community benefits; and

WHEREAS, the parties desire to amend the Agreement to (i) extend the Inspection Period by thirty (30) calendar days and (ii) provide for an additional deposit of earnest money in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the Seller finds that providing this extension is in the best interest of the City to support the successful development of the site and to realize the anticipated public benefits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Inspection Period

The Inspection Period as set forth in Section 6 of the Agreement shall be, and hereby is, extended by thirty (30) calendar days from its original expiration date. All references in the Agreement to the "Inspection Period" shall be deemed to refer to the Inspection Period as extended by this Amendment.

2. Additional Earnest Money

Within three (3) business days after the Effective Date of this Amendment, Buyer shall deposit with the Title Company an additional earnest money payment in the amount of Ten Thousand Dollars (\$10,000.00), which shall be held, disbursed, and applied in accordance with the provisions of the Agreement.

3. No Other Amendments

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

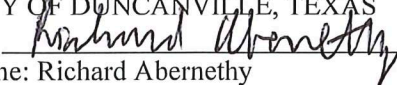
4. Counterparts; Electronic Signatures

This Amendment may be executed in any number of counterparts and by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date first written above.

SELLER:

CITY OF DUNCANVILLE, TEXAS

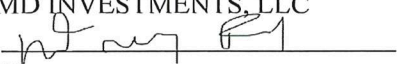
By: 

Name: Richard Abernethy

Title: Interim City Manager

BUYER:

KKMD INVESTMENTS, LLC

By: 

Name:

Title:

KKMD Investment

DEVELOPMENT TEAM & COMPANY OVERVIEW



ABOUT US

KKMD Investment was established by Manish (Mike) Patel, following a distinguished career in real estate, commercial development, and construction. With over 75 years of combined experience, Mike and his team bring a wealth of expertise in commercial real estate and the development of hotels, as well as single-family and multi-family residences across the United States. Their comprehensive knowledge encompasses client relations, market dynamics, industry standards, and best construction practices. As industry leaders, they possess extensive hands-on experience in land acquisition, zoning, vertical development, asset management, and asset sales.



Our current portfolio of active projects encompasses a diverse range of developments across the State of Texas, including hotels, townhomes, and single-family residences. Each project reflects our commitment to excellence and innovation in construction and development, tailored to meet the unique needs and preferences of the communities we serve.



With extensive experience in construction and development, our team has cultivated strong relationships with a diverse range of key partners, including architects, engineers, lending institutions, limited partners, general partners, and joint venture development partners.



Based in Frisco, TX, KKMD Investment is strategically positioned to efficiently manage our project pipeline across the State of Texas. Our central office coordinates operations, while project-specific offices at each development site ensure seamless communication and effective oversight, enhancing our ability to deliver high-quality results.

Team Profile



Manish (Mike) Patel
President

With With over 25 years in the hospitality industry, Mike Patel is an experienced investor and developer specializing in hotels, motels, and townhomes. His expertise ensures efficient, cost-effective project execution from planning to Certificate of Occupancy (CO). Known for his strategic leadership and problem-solving skills, Mike consistently delivers high-quality developments that meet client expectations, solidifying his reputation as a key figure in hotel development.



Darshana Patel
Vice-President

Darshana Patel is an accomplished real estate professional with over 15 years of experience and two years as an AAHOA Ambassador. She has a proven track record in land identification and acquisition, excelling in regulatory navigation, contract negotiation, and market analysis. Known for her success in developing high-value hotel assets with profitable exits, Darshana is a prominent figure in commercial real estate. With an active Real Estate Agent License, her strategic vision and dedication keep her at the forefront of the industry.



Patel Construction has successfully completed over **100 hotel projects** in USA, with many more in the planning and construction phases. The firm has expanded its portfolio to include diverse asset classes such as gas stations, restaurants, general retail, apartments, and casinos. Several of these projects feature mixed-use components.



Residence Inn by Marriott provides extended-stay accommodations with a focus on comfort and convenience, featuring fully equipped kitchens, spacious living areas, and complimentary amenities like breakfast and Wi-Fi. Marriott has selected KKMD Investment to develop a new Residence Inn in Duncanville, Texas, further enhancing the brand's commitment to offering a home-like experience for long-term travelers.

Previous KKMD Investment Projects



Cambria – Richardson, Texas



La Quinta Inn & Suites - Colorado City, Texas



Tru by Hilton – Lewisville, Texas



Home 2 Suites – Fossil Creek, Texas



Home 2 Suites – Fort Worth, Texas



Best Western Inn & Suites – Van Buren, Arkansas

Previous KKMD Investment Projects



Embassy Suites by Hilton – Irving, Texas



Homewood Suites – Spring Field, Missouri



La Quinta Inn & Suites - Muskogee, OK



Staybridge Suites - Grand Prairie, Texas



Home 2 Suites – Flower Mound, Texas



Children's lighthouse Corinth, Texas

Current Projects



**Studio Res
Marriott**
Dallas, Texas



Retail/Flex
Arlington, Texas



Townhome Development
Dallas, Texas



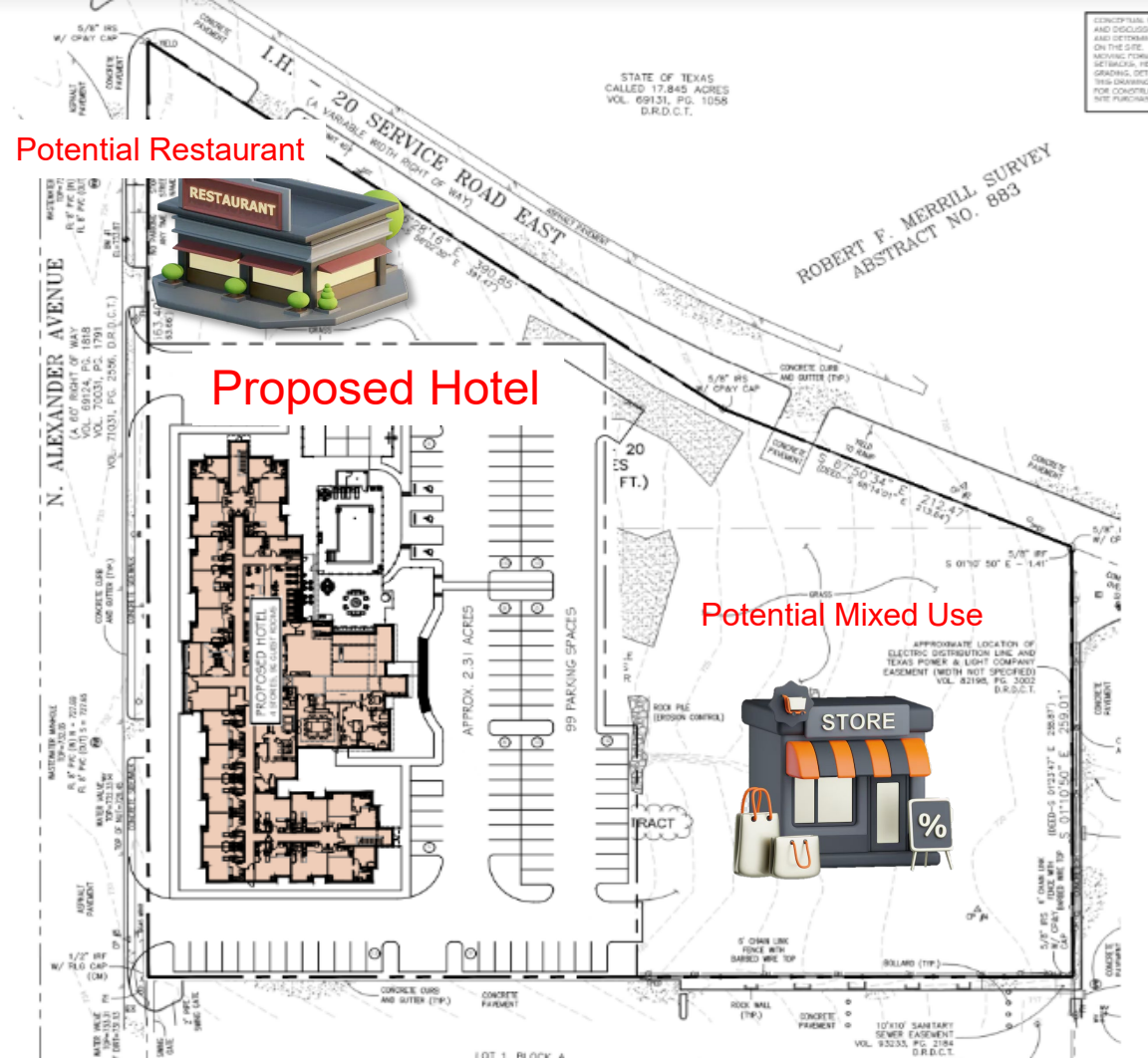
Luxury Single Family Homes
Dallas, Texas



Duncanville - Project

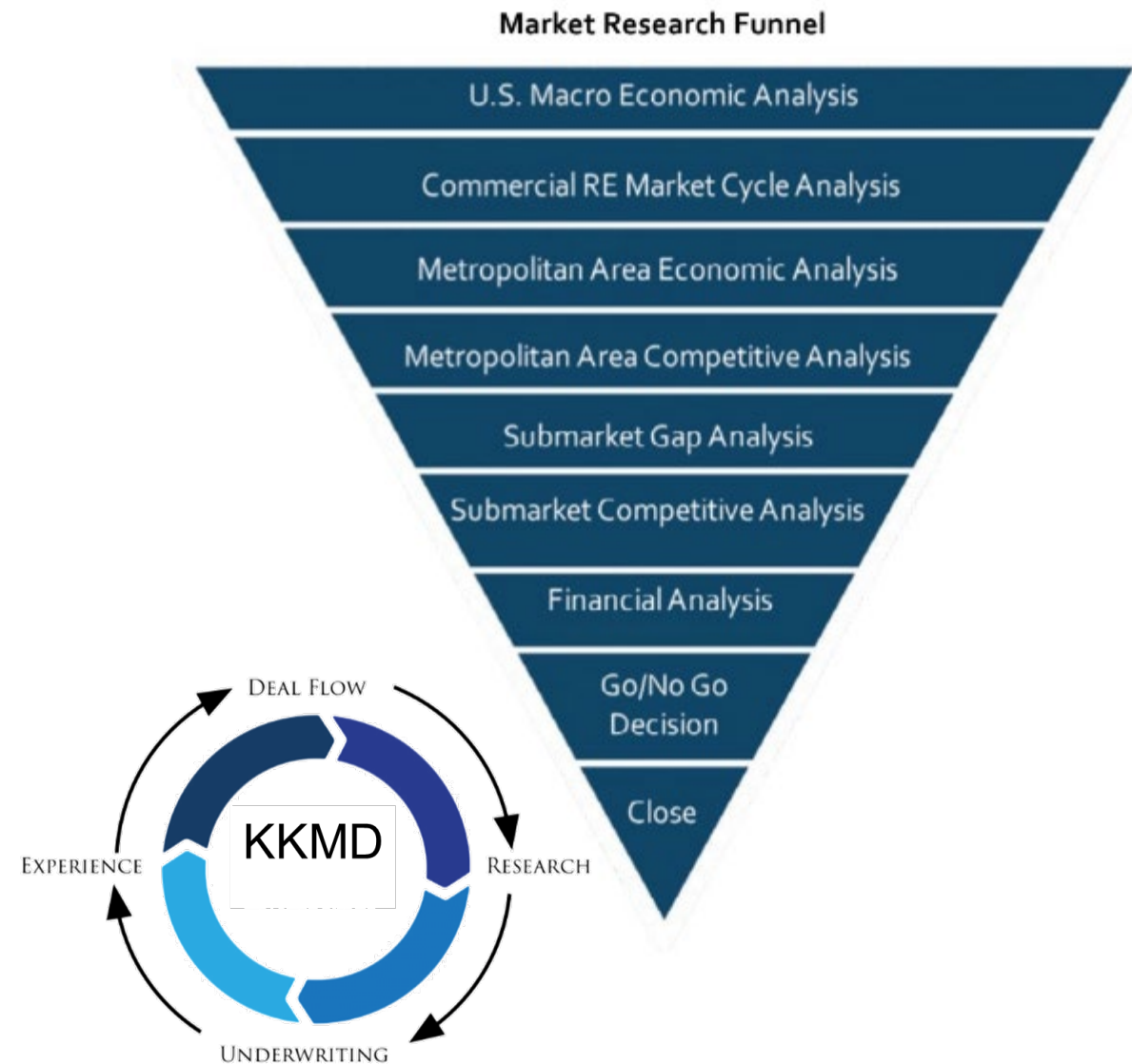


Estimated Total Project Cost: \$ 16 to 25 Million
Revenue per Year: \$ 4 to 6 Million



Why Duncanville

- ❖ **Economic Growth:** A Marriott hotel creates jobs and boosts local businesses through increased foot traffic.
- ❖ **Tourism and Business Travel:** It attracts more visitors for both leisure and business, supporting local hospitality.
- ❖ **City Prestige and Development:** Hosting a global brand enhances Duncanville's appeal and spurs further development.
- ❖ **Tax Revenue:** The hotel generates significant tax revenue for city improvements and public services.
- ❖ **Community Engagement:** Marriott's corporate social responsibility initiatives can benefit local causes and residents.



KKMD Investment

Contact Us



Darshana Patel
Vice-President
KKMD Investment



(918) -916-5501



info@dpre-tx.net



730 E. IH-20 – TOYOTA PROPERTY

NOVEMBER 18, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Toyota Property – 730 E IH 20

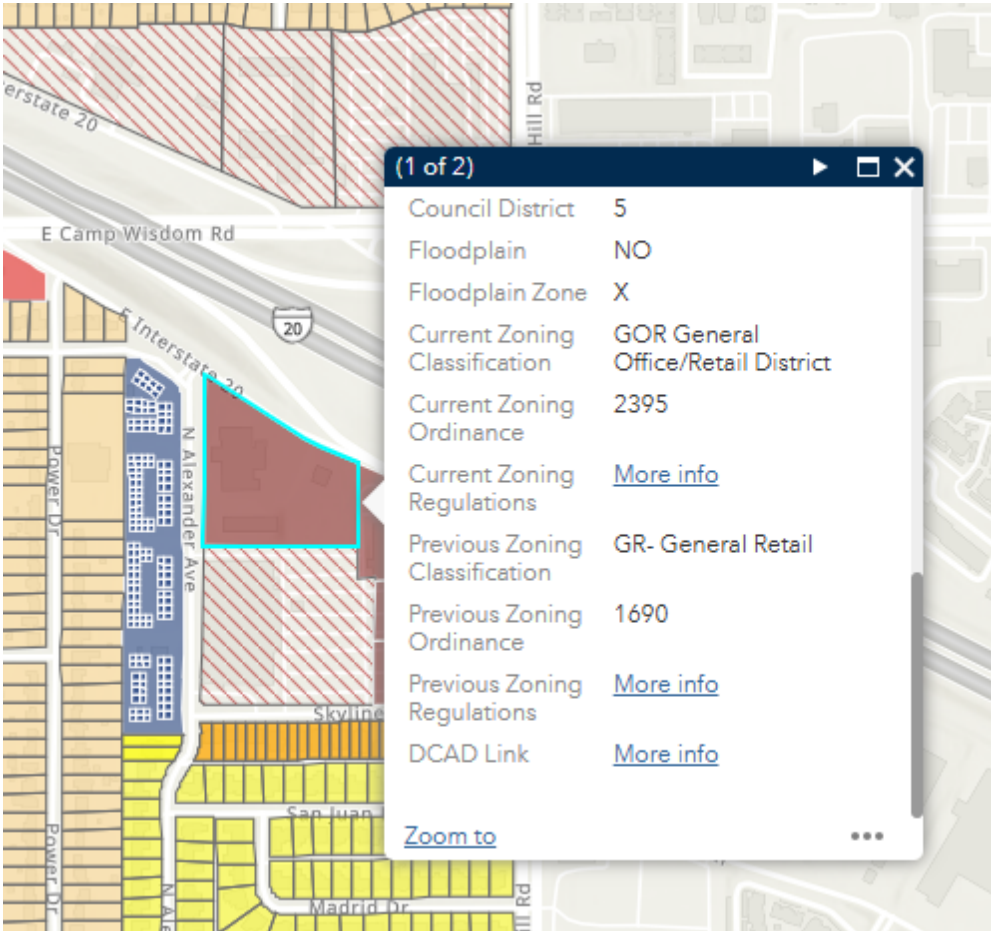
AERIEL VIEW



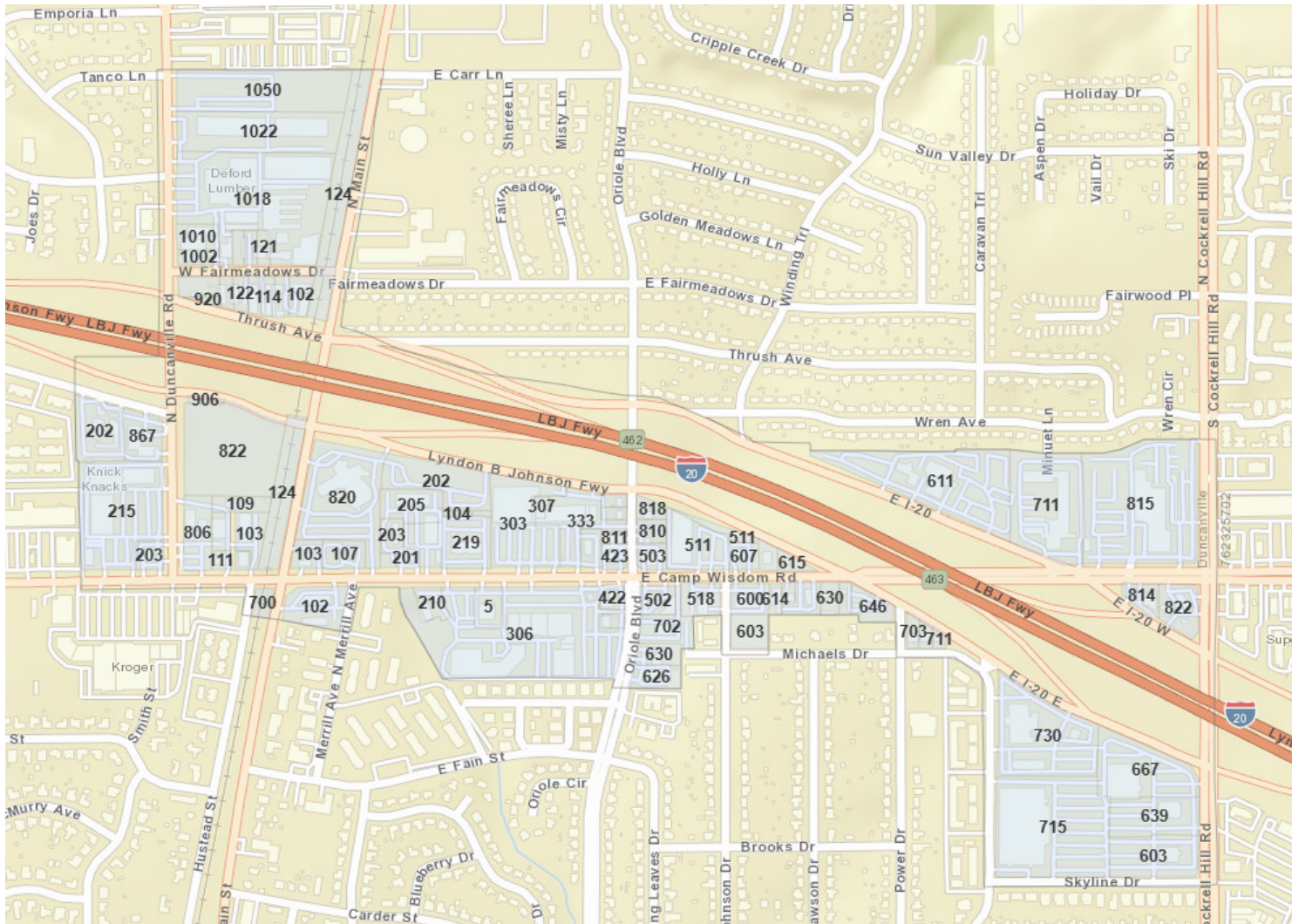
FRONT VIEW



Current Zoning Classification



Tax Increment Financing (TIF) District



November 2036 (Expire)

PSA Key Terms



Purchase Price: \$1,020,000



Earnest Money: \$25,000 (non-refundable after inspection period) + \$10,000 (30-day extension)



Inspection Period: Now Completed



Closing: Within 30-days after City Council approval



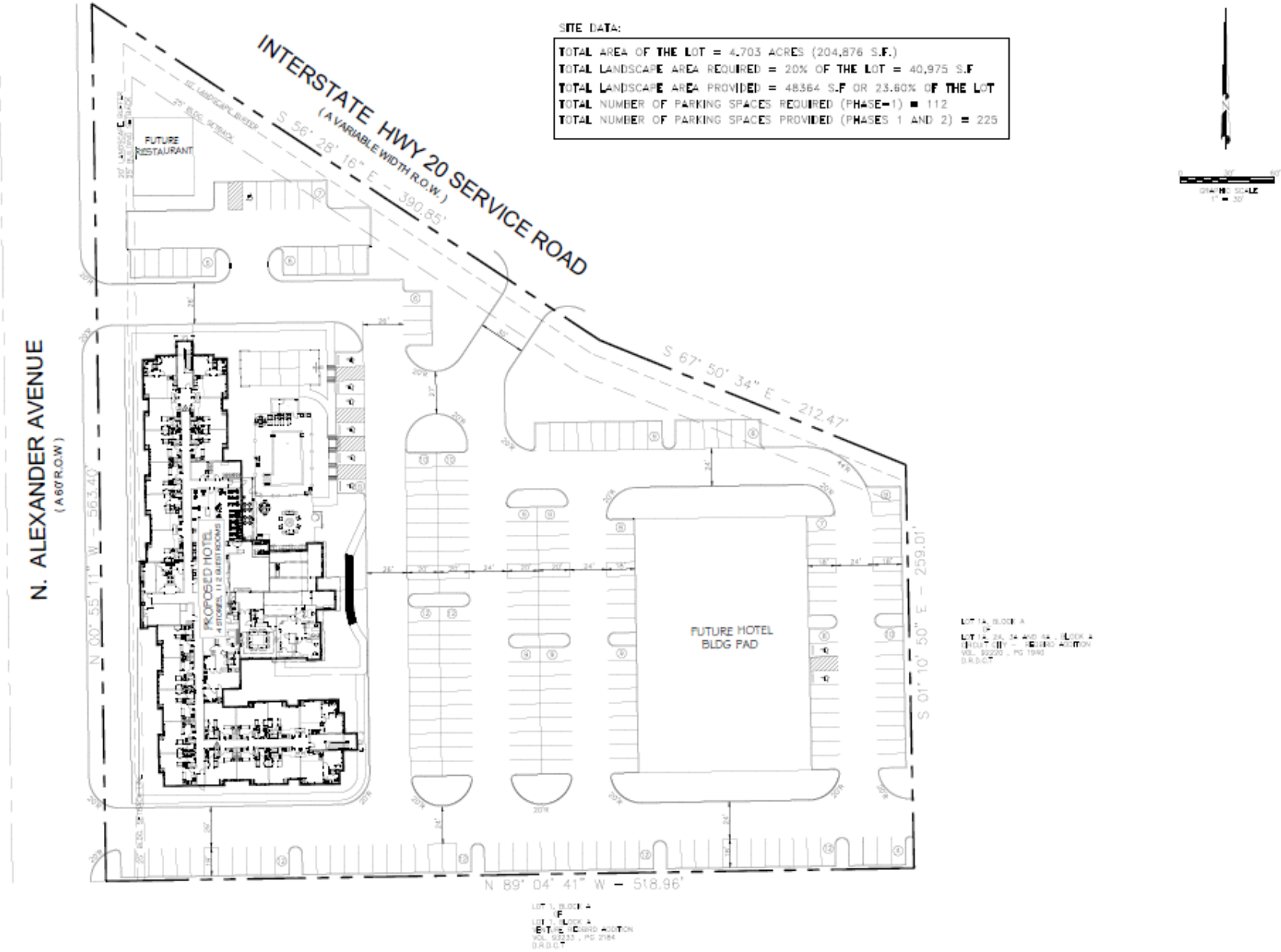
Primary Condition: Development of a nationally branded hotel consistent with submitted plans

Developer Submittals (Post-Inspection)

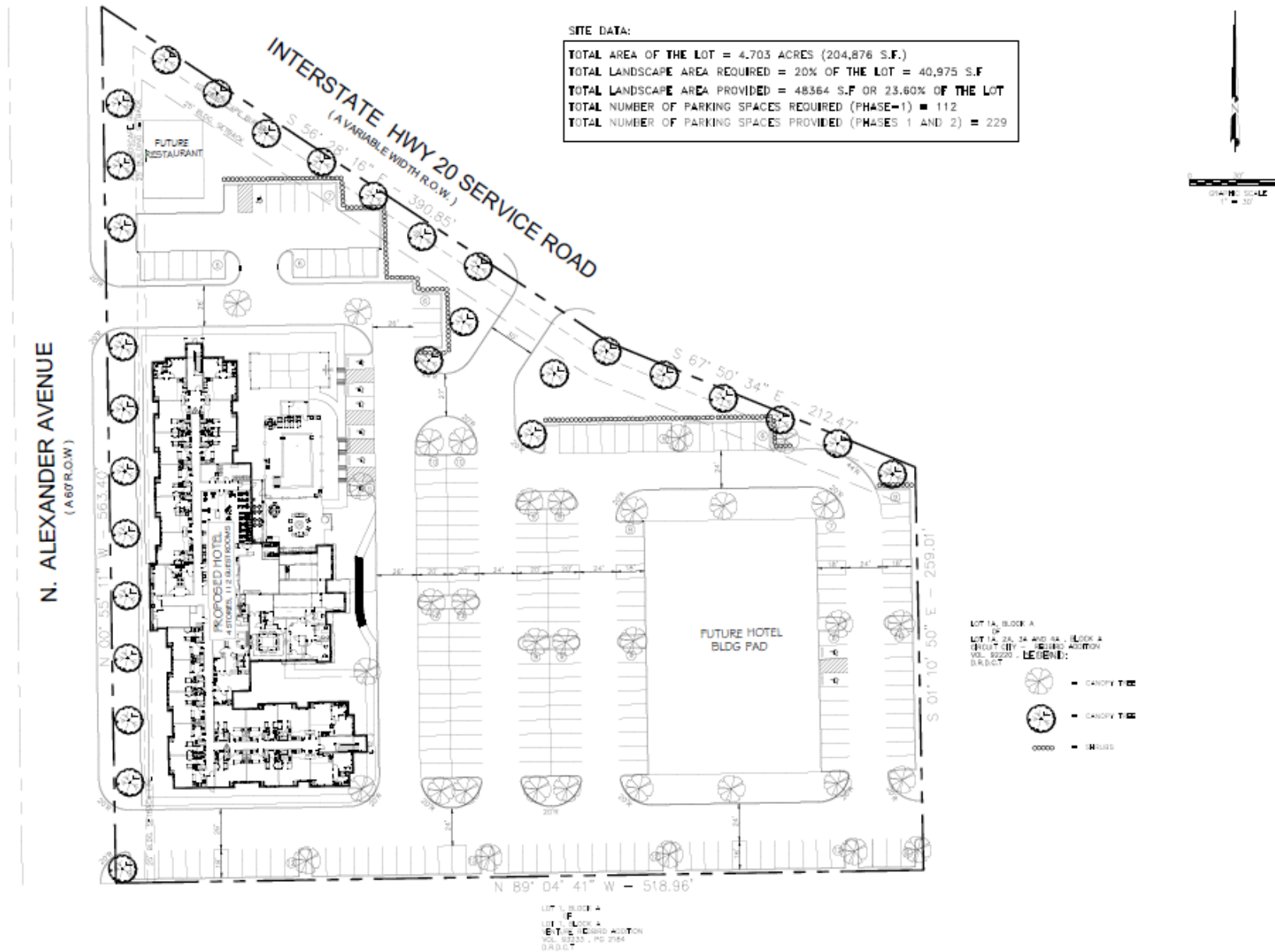
- Pursuant to the PSA, KKMD Investments, LLC submitted:
 - Development Plan for a branded hotel
 - Confirmation of hotel brand/flag and operator commitment
 - Conceptual Site Plan with building elevations and access points
 - Construction and completion timeline
 - Financial and feasibility documentation demonstrating project viability

EXECUTED VERSION Residence INN BY MARRIOTT	FRANCHISOR: MIF, L.L.C. By: Marriott International, Inc. Its: Sole Member By: <u>Loren Nalewanski</u> (SEAL) Name: Loren Nalewanski Title: Managing Vice President, Franchising U.S.
RESIDENCE INN BY MARRIOTT FRANCHISE AGREEMENT FRANCHISOR: MIF, L.L.C. FRANCHISEE: KKMD INVESTMENTS LLC LOCATION: THE SOUTHEAST QUADRANT OF INTERSTATE 20 FRONTAGE ROAD AND NORTH ALEXANDER AVENUE, DUNCANVILLE, TEXAS 75116 DATE: May 21, 2025	FRANCHISEE: KKMD INVESTMENTS LLC By: <u>Darshnaben Patel</u> (SEAL) Name: Darshnaben Patel Title: Managing Member

Conceptual Site Plan



Conceptual Landscaping Plan



Proposed Building Elevations



Construction Start Deadline: October 1, 2026

Opening Deadline: April 1, 2028



Deed Restrictions

3.310. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school
- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
- ii. sign manufacturing
- jj. auto repair
- kk. car wash
- ll. fuel station
- mm. parking lot

Projected Revenue

- HOT Funds - \$280,000 (sales volume - \$4M)
- Estimated Annual Property Tax Revenue: \$356,696 (fully assessed at \$20M)

Toyota Property – 730 E IH 20

- The city is focused on returning the subject property to productive use, which will generate sales and property tax revenue and create jobs (25-30).
- The investment will catalyze further development in the property and surrounding area.
- The proposal aligns with the city's economic development goals and objectives.

Recommended City Council Action

- Staff Recommendation:
 1. Adopt Resolution acknowledging receipt of all required PSA documentation and the Developer's commitment to proceed.
 2. Authorize the Interim City Manager to take all necessary actions to complete the sale and proceed with the closing.

THANK YOU

Any questions? Discussion.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACKNOWLEDGING RECEIPT OF DOCUMENTATION AND COMMITMENT FROM KKMD INVESTMENTS, LLC PURSUANT TO THE PURCHASE AND SALE AGREEMENT FOR 730 E. IH 20, AND AUTHORIZING THE INTERIM CITY MANAGER TO PROCEED WITH CLOSING AND ALL NECESSARY ACTIONS TO COMPLETE THE TRANSACTION.

WHEREAS, the City of Duncanville, Texas (the “City”), and KKMD Investments, LLC (the “Developer”) entered into a Purchase and Sale Agreement (“PSA”) for the conveyance and redevelopment of the City-owned property located at 730 E. IH 20, Duncanville, Texas (the “Property”); and

WHEREAS, the PSA required the Developer, at the conclusion of the inspection period, to submit to the City certain documents including a Development Plan, hotel brand/flag identification, operator commitment, conceptual site plan, development timeline, and financial/feasibility information; and

WHEREAS, the Developer has submitted such documentation, and by resolution of KKMD Investments, LLC, has acknowledged compliance with the PSA and reaffirmed its commitment to redevelop the Property as a nationally branded hotel project; and

WHEREAS, the City Council finds that the Developer has satisfied its obligations under the PSA as of the inspection period and that it is in the best interest of the City to authorize the Interim City Manager to take the necessary steps to finalize the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. Acknowledgement of Compliance. The City Council hereby acknowledges receipt of the Development Plan and all other documentation required under the PSA, as submitted by KKMD Investments, LLC, and acknowledges the Developer’s commitment to proceed with the hotel project.

SECTION 2. Authorization to Proceed. The Interim City Manager, or his designee, is hereby authorized to take all actions necessary to proceed to closing on the Property and to execute all related documents consistent with the PSA.

SECTION 3. Future Obligations. The Developer is expected to adhere to the approved Development Plan and timeline, initiate financing, permitting, and pre-construction activities, and provide periodic progress updates to the City on the hotel project.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Conduct a Public Hearing regarding a proposed economic development incentive related to the redevelopment of the Railroad Flats Property, owned by the Duncanville Community and Economic Development Corporation (DCEDC), for the construction of a townhome development.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

The Railroad Flats Property is owned by the Duncanville Community and Economic Development Corporation (DCEDC) and has remained undeveloped for many years. The property is located within the downtown district and has been identified as a strategic redevelopment opportunity to support downtown revitalization efforts, increase walkability, and bring additional residents and activity to support local businesses.

The buyer, Pegaso California Construction Corp, has recently purchased additional property within Duncanville and is working with City staff on entitlements for a separate townhome development. Their continued investment demonstrates a long-term commitment to the community and aligns with the City’s efforts to encourage high-quality infill and redevelopment.

At its meeting on October 27, 2025, the DCEDC approved a Purchase and Sale Agreement (PSA) for \$445,000 with the buyer for the purpose of constructing owner-occupied townhomes on the Railroad Flats Property. The project introduces a new housing option in the downtown district and supports the community’s goals to diversify

housing, attract reinvestment, and strengthen the economic activity surrounding Main Street and nearby businesses.

Although the DCEDC has full authority to sell DCEDC-owned property, the development agreement includes an economic development incentive of up to \$70,000, reimbursed solely from future property-tax revenue generated by the completed project. Under Chapter 505 of the Texas Local Government Code (Type B Economic Development Corporations), City Council authorization — following a public hearing — is required for approval of the incentive portion of the project.

No existing City funds are being committed. The incentive is performance-based and payable only after the project is constructed, occupied, and new taxable value is created.

POLICY EXPLANATION:

The Duncanville Community and Economic Development Corporation (DCEDC), as a Type B Economic Development Corporation, has the authority under Chapter 505 of the Texas Local Government Code to acquire and sell real property for economic development purposes. The DCEDC owns the Railroad Flats Property and has approved its sale for a proposed townhome development.

While the DCEDC may sell property it owns without City Council approval, the inclusion of a financial incentive in the form of a reimbursement of up to \$70,000 funded through future ad valorem tax revenues classifies this action as a Type B project. Under state law, Type B projects require City Council authorization following a public hearing. Approval of the incentive ensures transparency, compliance with statutory requirements, and consistency with the City's economic development policies regarding public investment and return on investment.

This action aligns with the City's adopted goals to support redevelopment, increase taxable value, and encourage infill residential development that strengthens the downtown area.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.

2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution - Railroad Flats Economic Incentive, 5c_PSA, 11.18.25 City Council - Railroad Flats

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE,
TEXAS, AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVE
RELATED TO THE REDEVELOPMENT OF THE RAILROAD FLATS
PROPERTY, OWNED BY THE DUNCANVILLE COMMUNITY AND
ECONOMIC DEVELOPMENT CORPORATION (DCEDC), AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the property known as the Railroad Flats Property is owned by the Duncanville Community and Economic Development Corporation (“DCEDC”) and has remained undeveloped for many years; and

WHEREAS, the property has been identified by the City and the DCEDC as a strategic redevelopment opportunity that supports the goals of the downtown district, including increased walkability, support for local businesses, and the introduction of new housing options; and

WHEREAS, the Buyer, Pegaso California Construction Corp, has recently invested in additional property within the City of Duncanville and is pursuing another townhome development, demonstrating a long-term commitment to reinvestment within the community; and

WHEREAS, on October 27, 2025, the DCEDC approved a Purchase and Sale Agreement (PSA) for the Railroad Flats Property with the Buyer for the construction of approximately 36 owner-occupied townhomes, representing a new housing product type that advances the City’s goal of diversifying and strengthening residential options in the downtown area; and

WHEREAS, the DCEDC has full statutory authority to sell DCEDC-owned property; however, the development agreement includes an economic development incentive of up to \$70,000, reimbursed solely from future property-tax revenue generated by the completed project; and

WHEREAS, pursuant to Chapter 505 of the Texas Local Government Code (Type B Economic Development Corporations), projects involving the expenditure or reimbursement of Type B sales tax or other public funds require City Council authorization following a public hearing; and

WHEREAS, no current or existing City funds are being committed, and the incentive is performance-based, payable only after the project is constructed, occupied, and new taxable value is created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby approves the economic development incentive associated with the redevelopment of the Railroad Flats Property in an amount not to exceed \$70,000, reimbursed solely from future property-tax revenue generated by the project.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute all documents necessary to effectuate this incentive in coordination with the DCEDC, subject to final legal review.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this ___ day of September, 2025 ("Effective Date") by and between **THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**, ("Seller") and **PEGASO CALIFORNIA CONSTRUCTION CORP** (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property").

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be Four Hundred and Forty Five Thousand Dollars and Zero Cents (\$445,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Up to Seventy Thousand Dollars (\$70,000.00) of the purchase price shall be eligible for reimbursement upon receipt of proof of payment of property taxes to the City of Duncanville in a given

year of an amount greater than that paid for the property in the year immediately preceding purchase of the property. The amount reimbursed shall be equal to the difference between the property tax paid by the buyer in a given year and the tax owed in the year immediately preceding the purchase of the property. Reimbursement is available year to year until a total of Seventy Thousand Dollars (\$70,000.00) has been reimbursed to buyer. Funds for reimbursement shall be provided by the Duncanville Community and Economic Development Corporation ("DCEDC") from sales tax receipts paid to DCEDC.

2.3. Within three (3) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with HSTX Title, 8300 Douglass Avenue, Suite 100, Dallas, Texas, in such capacity, the "Escrow Agent") the amount of **Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS (\$10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended**, the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.3. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.4. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.5. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all

of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, platting and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures

for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the “Cure Period”), at Seller’s sole discretion, either (i) remedy or remove, at Seller’s expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objection, then Buyer has, as Buyer’s sole remedies, the right, by delivering written notice thereof to Seller (“Election Notice”) within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a “Title Update Notice”) of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey (“Additional Objections”), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer’s due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the “Transaction Costs”). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to

consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the "Legal Requirements"), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10. No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11. Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control and "OFAC List" is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a "Designated National" as defined in the Cuban Assets

Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Council of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the

condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Escrow.

13.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

13.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

14. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with

this transaction.

15. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:

Duncanville Community and Economic Development Corporation
Attn: Patrick Harvey, Board President and Victor Barrera, Economic Development Director
203 E Wheatland Rd
Duncanville, TX 75116
Email: victor.barrera@duncanvilletx.com

If to Buyer:

Pegaso California Construction Corp

Email: _____

16. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

17. Counterpart Execution; Execution by Facsimile Transmission/.PDF Format. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

19. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

20. **Effective Date.** The effective date of this Contract (the “Effective Date”) is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

21. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

22. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

23. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

24. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

25. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

26. **Attorney’s Fees.** Each Party shall be responsible for its own attorney fees and expenses.

27. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

28. **Miscellaneous.**

28.1. Time is of the essence under this Agreement.

28.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. For purposes of this paragraph, “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas,

for the observance thereof.

28.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words “herein”, “hereof”, “hereunder”, “hereby”, “this Agreement” and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words “including”, “include” or “includes” are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

28.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury’s Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the “Executive Order”), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

29. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

29.1. **Annexation Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

29.2. **Notice of Water and Sewer Service.** Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer’s expense in the real property records of the county in which the Property is located.

29.3. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

29.4. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

29.5. **Public Improvement Districts.** If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

29.6. **Texas Agricultural Development District.** Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

29.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code of (ii) any Section 1031 exchange delay or be a condition to Closing.

30. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

31. Survival. The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

Duncanville Community and Economic Development
Corporation
a 4B Texas Economic Development Corporation

By: _____
Name: Patrick Harvey
Title: Board President

BUYER:

Pegaso California Construction Corp

By: _____
Name:
Title:

EXHIBIT A
Description of the Land



RAILROAD FLATS DEVELOPMENT PROJECT

NOVEMBER 18, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Background



DCEDC owns the Railroad Flats Property in Downtown Duncanville.



Longstanding development priority to activate downtown and increase walkability.



Buyer has purchased other property in the community and is pursuing an additional townhome project.

Project Overview



The DCEDC approved purchase and Sale Agreement on October 27, 2025



Sale Price: \$445,000



Approximately 36 owner-occupied townhomes



Advances downtown goals: housing options, walkability, supports local businesses

Economic Incentive



Incentive not to exceed \$70,000



Paid only from future property tax revenue generated by the townhome development

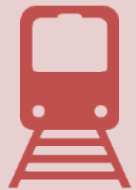


No current City funds committed – performance-based

Requested City Council Action

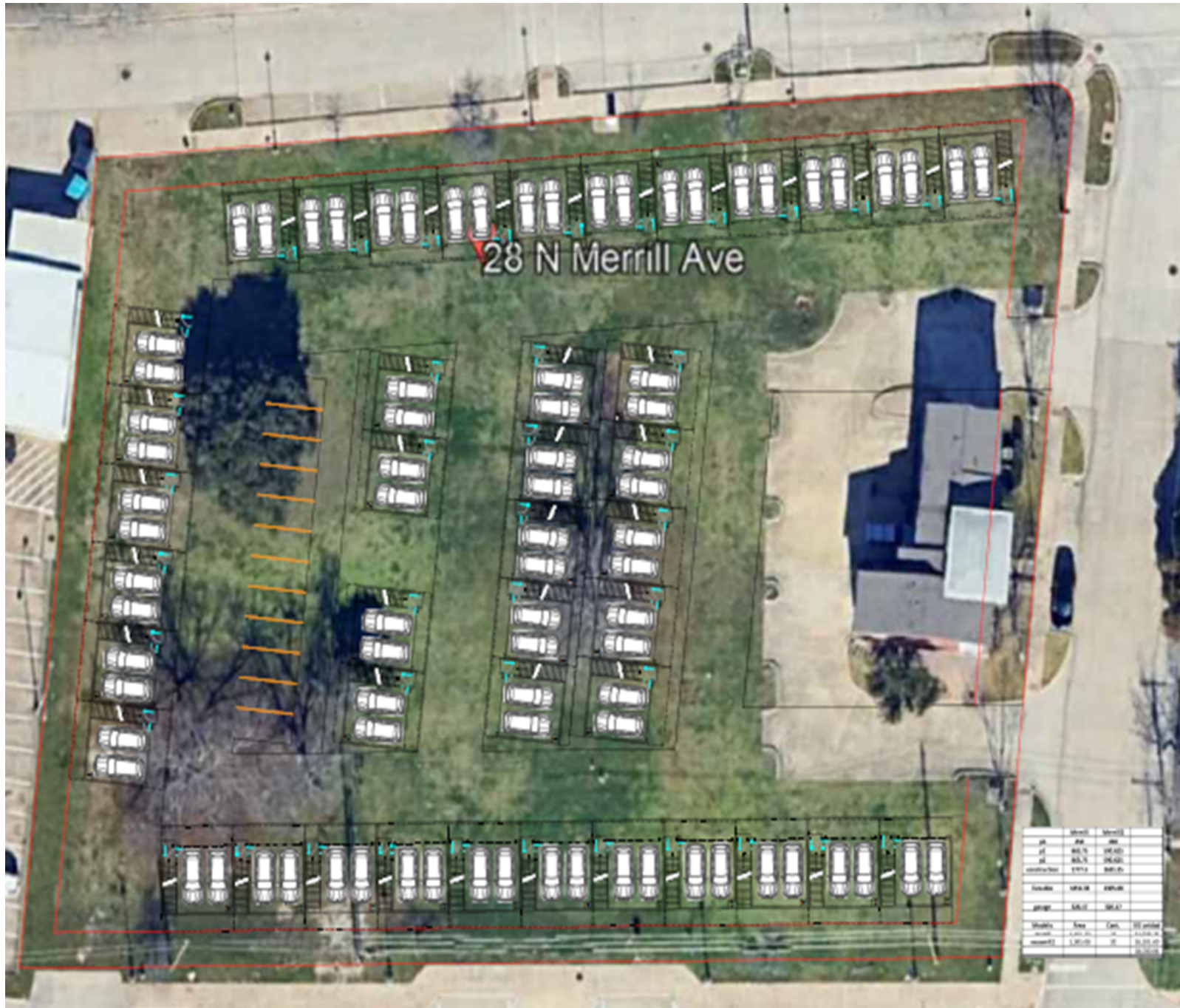


Conduct the public hearing



Consider approval of economic incentive associated with the development of the Railroad Flats property

Proposed Site Plan



Proposed Building Elevations



THANK YOU



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a resolution approving a mural at 1944 S. Main St., Duncanville, TX 75137, to be painted by Arts Grant Awardee Kalen Y. McGuire.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:

The Duncanville Arts Commission was established by City Council in 2022 to promote, create, and support art that enhances community identity, cultural vibrancy, and tourism. Funded through the City’s Arts Grant Program, the Commission has the responsibility of reviewing applications and making funding recommendations to City Council for public art projects.

In June 2025, artist Kalen Y. McGuire applied through the Arts Grant Program for funding to create a mural entitled *Beacons of Light*. The proposed location for the murals is 1944 S. Main St., Duncanville, TX 75137. The Arts Commission requested that a QR code linking to the "Places to Stay" web page on the city's website be added. The Arts Commission recommended funding the mural. The City Council approved funding the project during the August 19, 2025, Regular Meeting.

On September 16, 2025, City Council approved repealing and replacing Section 16A-39, “Murals,” of Ordinance No. 1909, to update references from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission, thereby establishing a new review

and approval process. Under the revised ordinance, the Arts Commission now reviews and recommends mural applications to the City Council for final approval, after which the Building Official issues the permit. Property owners are responsible for maintaining murals in good condition, ensuring they enhance the community's visual appeal.

On September 23, 2025, the Duncanville Arts Commission reviewed the proposed mural per Section 16A-39 "Murals" and voted unanimously to recommend City Council approve the mural permit.

POLICY EXPLANATION:

On September 16, 2025, City Council approved repealing and replacing Section 16A-39, "Murals," of Ordinance No. 1909, to update references from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission, thereby establishing a new review and approval process. Under the revised ordinance, the Arts Commission now reviews and recommends mural applications to the City Council for final approval, after which the Building Official issues the permit. Property owners are responsible for maintaining murals in good condition, ensuring they enhance the community's visual appeal.

FUNDING SOURCE:

ORG and Object Number

011101102

Available Budget	Purchase Amount	After Encumber
\$73,785.36	\$0	\$95,000

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution Mural 1944 S Main,
_xxxxxx_Porfolio_Artistic_Sample_City_of_Duncanville_Texaco_Invoice_KMM_2025[80],
Beacons of Light - Application, 2025 - Repealing and replacing Section 16A-39, Murals

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A RELEASE PERMIT FOR A MURAL TO BE INSTALLED AT 1944 S. MAIN ST., DUNCANVILLE, TEXAS 75137; IDENTIFYING KALEN Y. MCGUIRE AS THE ARTIST (ARTS GRANT AWARDEE); IMPLEMENTING THE REVIEW AND APPROVAL PROCESS SET OUT IN SEC. 16A-39 (MURALS), AS REPEALED AND REPLACED; ACKNOWLEDGING THE ARTS COMMISSION'S PRIOR RECOMMENDATION; AUTHORIZING THE BUILDING OFFICIAL TO ISSUE THE PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has repealed and replaced Section 16A-39, "Murals," to provide that mural applications shall be reviewed and recommended by the Duncanville Arts Commission, approved by the City Council, and then permitted by the Building Official, and to establish standards and maintenance requirements; and

the Duncanville Arts Commission considered a proposed mural by Arts Grant Awardee Kalen Y. McGuire located at 1944 S. Main St., Duncanville, Texas 75137, and voted to recommend City Council approval, as reflected in the September 23, 2025, Regular Meeting Minutes; and

WHEREAS, the City Council finds that the proposed mural is consistent with Sec. 16A-39 and that issuance of a release permit is in the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1: The City Council approves a release permit for the mural to be installed at 1944 S. Main St., Duncanville, Texas 75137, to be created by Kalen Y. McGuire, and acknowledges that the Duncanville Arts Commission has reviewed the application and recommended approval pursuant to Sec. 16A-39.

SECTION 2. Before any release permit is issued, Kalen Y. McGuire shall submit a complete mural permit application to the Building Official in accordance with Sec. 16A-39, including all required materials and consents. Upon confirmation that the application is complete and that all approvals and conditions required by Sec. 16A-39 have been satisfied—including City Council's final approval reflected in this Resolution—the Building Official is authorized and directed to issue the release permit. This Council action constitutes the final approval required by Sec. 16A-39; upon receipt of the completed application, the Building Official shall proceed to permit issuance in accordance therewith.

SECTION 3. The mural shall comply with all standards of construction and content, and maintenance responsibilities in Sec. 16A-39, including (without limitation): that murals be composed of permanent materials applied only to permanent surfaces; that murals not contain branded products, brand names, business names, or logos; that the property owner/occupant is responsible for maintenance and upkeep; and that murals not be maintained in a dilapidated or deteriorated condition. Enforcement, restoration/removal, notice, and lien provisions shall be administered as provided by Sec. 16A-39.

SECTION 4. The City Manager or designee is authorized to execute incidental documents and take all actions necessary to implement this Resolution, including confirming the record of the Arts Commission's recommendation and forwarding the permit for issuance.

SECTION 5. If any provision of this Resolution is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 6. This Resolution is effective immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 18th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



321 S. Cedar Ridge Dr.
Duncanville, Texas,
75116

instagram.com/kalenmcguire-
media
kalenmcguirepr@gmail.com.

(469) 645 - 8002

Date Issued Jun 25, 2025

Prepared for City of Duncanville

Business Texaco

Address 1944 S Main St, Duncanville, TX 75137

Phone (972) 709- 0794

Email ---

Website www.texaco.com

Job Construction - Mural for City of Duncanville;
Texaco - KMM



Client Deliverable

The Artist will paint mural on property of Duncanville Texaco wall on Sunday, August 17, 2025, and projected to end August 31, 2025. Artist request \$3000 for this mural project. The purpose of "Beacons of Light: Where Champions Rise" is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.

Contractor Name KALEN Y. MCGUIRE

Contractor Title Artist

Payment Method JP Morgan Chase (Zelle) **kyarredmc@gmail.com**
Paypal **kyarredmc@gmail.com**
Cash App **\$kalenymcguire**

Start and End Date August 17-31, 2025

Location 1944 S Main St, Duncanville, TX 75137

(Dimension) Medium (7' x 6') Masonry Paint on Brick Wall

Cost \$3000 USD (Invoice made to City of Duncanville)

Payment Schedule(s) One-Time Payment: \$3000.00

Payout

Remainder due before delivery

\$3000.00 USD

Approved by:

Signature of Client Name

Date

_____/_____/2025



321 S. Cedar Ridge Dr.
Duncanville, Texas,
75116

instagram.com/kalenmcguire-
media
kalenmcguirepr@gmail.com.

(469) 645 - 8002

Date Issued Jun 25, 2025

Prepared for City of Duncanville

Business Texaco

Address 1944 S Main St, Duncanville, TX 75137

Phone (972) 709- 0794

Email ---

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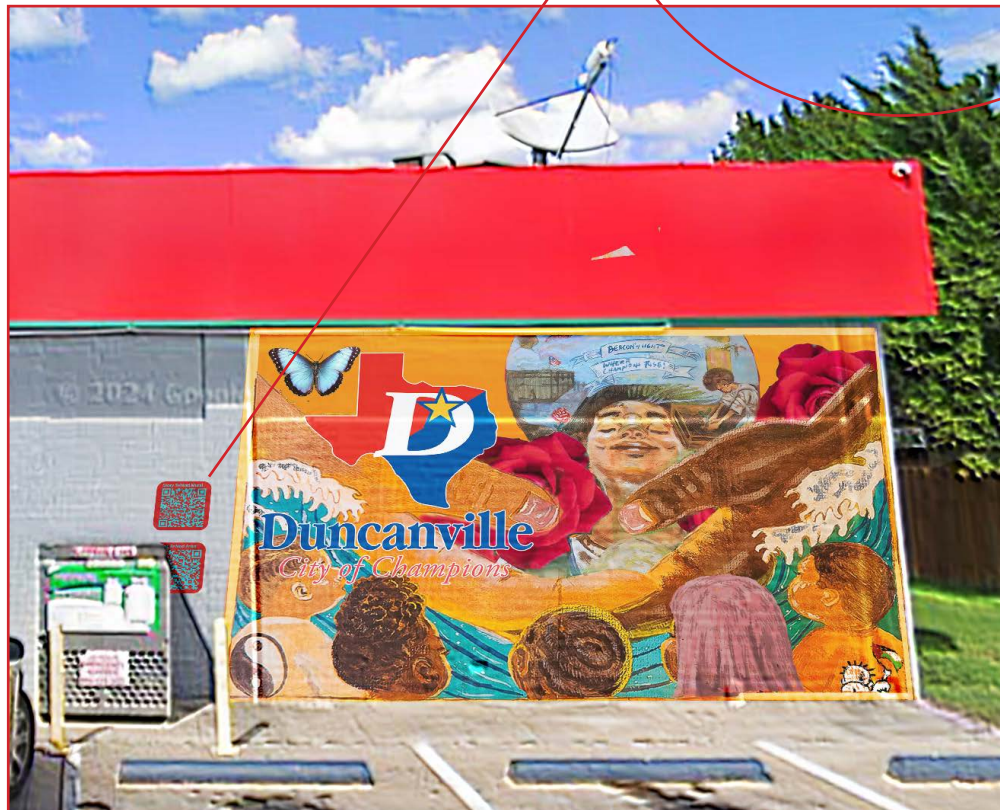
Job Construction - Mural for City of Duncanville;
Texaco - KMM

Scan QR-Code

Story Behind Mural



Story Behind Artist



Client Deliverable



321 S. Cedar Ridge Dr.
Duncanville, Texas,
75116

instagram.com/kalenmcguire-
media
kalenmcguirepr@gmail.com.

(469) 645 - 8002



Monday, June 30, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Kalen Y. McGuire
Mailing Address	622 Truman Ct. Duncanville, Texas, 75137
Phone Number	(469) 645-8002
Email	kalenmcguirepr@gmail.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	instagram.com/kalenmcguiremedia
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	-----------------------------

Section 4: Project Information

Project/Event Title	"Beacons of Light: Where Champions Rise," by Kalen Y. McGuire of Kalen McGuire Media. (41"x14") Mural, Paint on Brick Wall. Property of Duncanville Ministry Outreach. August 31, 2025.
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Brief Project Summary (2-3 sentences)

Kalen Y. McGuire of Kalen McGuire Media will paint a mural on the side wall of the Texaco building property near Brandenburg Intermediate School in Duncanville, Texas. The artwork reflects the youth of Duncanville as rising champions of the community. As students pass by this public art on their way to school, they will be reminded of their own championhood, which can positively influence their academic

performance and behavior.

In addition, this mural is projected to inspire, enrich, and empower the city of Duncanville. It will be esteemed by both citizens and tourists as a landmark that celebrates the spirit of the community and serves as a catalyst to support Duncanville's 2040 Comprehensive Plan, enhancing cultural arts and economic development throughout the city.

Project Start Date Sunday, August 17, 2025

Project End Date Sunday, August 31, 2025

Location(s)

1944 S Main St, Duncanville, TX 75137

Is this project open to the public?

No

Admission Fee (if any)	0
------------------------	---

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of “Beacons of Light: Where Champions Rise” is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.

Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that reflect light, growth, and transformation. The youth depicted in the mural will be stylized as guiding “beacons,” drawing light from the strength and history of the city, and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville’s cultural, educational, and civic identity.

The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is meant to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

How will the project serve the Duncanville community and promote public access?

The purpose of “Beacons of Light: Where Champions Rise” is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.

Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that represent light, growth, and transformation. The youth depicted in the mural will be stylized as guiding “beacons,” drawing light from the strength and history of the city and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville’s cultural, educational, and civic identity.

The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is intended to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

How will your project promote tourism or economic development within Duncanville?

The Texaco gas station serves as a universal pit stop for both frequent tourists and residents of Duncanville—including students, working-class professionals, and the elderly—making the mural highly accessible to the public. This artwork is expected to become a major attraction in Duncanville, sparking a future cascade of public art projects, supporting both new and existing businesses, encouraging the development of public spaces, and contributing to high residential retention.

This project marks the beginning of progressive stages leading to the realization of Duncanville’s 2040 Comprehensive Plan. The mural is anticipated to draw large volumes of tourists, serving as a catalyst for emerging artists to remain in or relocate to Duncanville—contributing to the city’s cultural and economic growth. In turn, this creative momentum will invite investors to see the district as a valuable area for public development.

A strong reference point is Miami’s Wynwood Walls—now a landmark attraction for both tourists and locals. It has become a catalyst for significant economic stimulation shared among new and existing businesses in the district. Similarly, this project in Duncanville has the potential to transform the area into an investor’s dream and a hub for artistic and civic engagement.

List the individuals and organizations involved in planning or executing the project.

AJ Saleh – Property Owner
Kalen Y. McGuire – Lead of Project, Painter

Briefly describe your marketing plan.

Kalen McGuire of Kalen McGuire Media (KMM) will begin marketing the mural installation shortly after being confirmed as a grant recipient. A prompt campaign launch helps build immediate rapport between the taxpayers and the artist.

KMM will launch campaigns across the following platforms: Instagram, Facebook, LinkedIn, YouTube, TikTok, Dallas Observer, Snapchat, Pinterest, and Twitter.

The marketing campaign will focus on the following components:

- 1. The mural process, from draft design to paint application on the wall
- 2. Daylit public photography capturing community members engaging with the mural
- 3. Monologue voiceovers and B-roll footage explaining the creative process behind the work

KMM is confident that the mural installation campaign will build trust among Duncanville residents, increase community pride, and attract more tourism to the city.

How will you evaluate the success and impact of your project?

To evaluate the success and impact of the mural project, the following components will be included:

- 1. A QR code will be placed at the mid-left center of the mural, linking to a dedicated mural landing page on the City of Duncanville’s website.
- 2. In addition to the mural landing page (QR Code 1), a second QR code will link to the artist’s LinkedIn profile. Both QR codes will track impressions, providing measurable data to assess the impact and success of the mural installation for the City of Duncanville.

Section 6: Budget

Total Project Budget	\$4053.78
Amount requested from the Duncanville Arts Commission/City Council	\$3,000
Matching Funds (cash/in-kind)	\$1,053.78

Section 7: Required Documents

Document Checklist	Completed application form
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Narrative responses (Section 5)

Detailed project budget (Section 6)

Proof of Duncanville residency or business operation

City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Property owner support letter (for Public Art Grant)

Portfolio or artistic samples (for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Kalen McGuire

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name

AJ Saleh

Property Address

1944 S. Main St.
Duncanville, Tx, 75137

Property Owner Signature



TITLE	Arts Grant Application
DOCUMENT ID	251810211118038
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Jun 30, 2025
11:31 PMSigned
IP: 2600:6c56:7200:1bca:8827:ac54:



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider an ordinance repealing and replacing Section 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04, to update references from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:

The City Council adopted Sec. 16A-39, "Murals," of Ord. No. 1909, § 1, on October 5, 2004. The current ordinance requires the Building Official to obtain a recommendation from the Keep Duncanville Beautiful Board prior to issuing a mural permit.

As part of the City's efforts to align mural review with broader arts programming and cultural planning, staff recommends updating the ordinance to designate the Duncanville Arts Commission as the body responsible for reviewing mural applications and making recommendations to the City Council.

On July 26, 2025, the Keep Duncanville Beautiful Board unanimously approved the proposed change. On August 26, 2025, the Duncanville Arts Commission also unanimously approved the change.

POLICY EXPLANATION:

The proposed amendment repeals and replaces Sec. 16A-39 to accomplish the following:

- Transfers review responsibility from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission.
- Provides that City Council will have final approval authority over all mural applications.
- Clarifies that the Building Official's role is limited to permit issuance after Council approval.
- Maintains existing construction, maintenance, and content standards to ensure public safety and property upkeep.

This change strengthens transparency and community engagement in mural projects while ensuring City Council retains oversight of public-facing art installations.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

- Approve the ordinance as presented.
- Do not approve the ordinance.
- Provide other direction to staff.

ATTACHMENTS:

[Duncanville Ordinance No. - Repeal and Replace Section 16A-39 Murals 4932-5149-0406 v.1](#)

ORDINANCE NO. 2025-2553

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING AND REPLACING SEC. 16A-39, "MURALS," OF ORDINANCE NO. 1909, § 1, 10-5-04; PROVIDING FOR REVIEW AND RECOMMENDATION BY THE DUNCANVILLE ARTS COMMISSION, FINAL APPROVAL BY THE CITY COUNCIL, AND PERMIT ISSUANCE BY THE BUILDING OFFICIAL; PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, previously adopted Sec. 16A-39, "Murals," of Ordinance No. 1909, § 1, on October 5, 2004; and

WHEREAS, the City Council desires to update the approval process for murals to reflect the role of the Duncanville Arts Commission in reviewing mural applications and making recommendations to the City Council; and

WHEREAS, the City Council finds it in the best interest of the City to provide that the City Council shall retain final approval authority over mural applications, and that the Building Official shall issue permits once Council approval is granted; and

WHEREAS, the Keep Duncanville Beautiful Board, at its July 26, 2025 special meeting, and the Duncanville Arts Commission, at its August 26, 2025 regular meeting, both recommended the adoption of these changes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. Sec. 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04 is hereby repealed in its entirety and replaced with the following:

Sec. 16A-39. - Murals.

- (a) For the purposes of this section, in addition to the definitions provided by section 16A-5 of this chapter, the following definitions shall apply:

Alter. To change in any way or to any extent the appearance, size, shape, colors, subject, designs, figures, elements, or pictures of a mural.

Dilapidated or deteriorated condition.

- (1) Where any part of a mural is chipped, flaked, faded, broken, damaged, defective, missing, torn, bent, dented, cracked, splintered, twisted, inoperable, leaning, or at angles other than those at which erected; or



- (2) Where the message or wording is faded or can no longer be clearly read; or
- (3) Where any part of the mural is not in compliance with the requirements of the building, electrical, property maintenance, or other codes or ordinances adopted by the city.

Mural. A painting, design, or artistic work applied to an exterior wall or to a fence for aesthetic purposes.

Restore. To return a mural to its exact original appearance and quality from a dilapidated or deteriorated condition.

- (b) No person shall apply, install, erect, or restore a mural, as defined herein, without first obtaining a valid sign permit issued in accordance with this chapter. A permit shall not be issued until the mural has been reviewed and recommended by the **Duncanville Arts Commission**, approved by the **City Council**, and forwarded to the **Building Official** for permit issuance.
- (c) The maximum height, area, number, and duration requirements applicable to other types of signs shall not apply to murals. The **Duncanville Arts Commission** shall review the design, location, and placement of a proposed mural and forward its recommendation to the **City Council** for final approval. Following Council approval, the **Building Official** shall issue the permit.

(d) Standards of construction and content.

- (1) Murals shall be composed of permanent materials and applied only to permanent surfaces. Murals shall not be applied to any fabric or temporary surface, and all materials used must be resistant to the short-term effects of exposure to the elements.
- (2) Removal of a mural must be accomplished by physical removal from the wall or fence of the paint or other material of which the mural is composed, and/or by covering the mural with paint or other material. In both cases, either by physical removal or covering, it must be rendered completely invisible and must maintain the structural and architectural integrity of the structure upon which the mural was applied.
- (e) Murals may contain subject matter consistent with the theme of a business but may not contain branded products, brand names, business names, or logos.

(f) Other regulations and requirements.

- (1) **Maintenance responsibility and standards.** At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which applied and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural.



- (2) All murals shall be kept in a proper state of repair and preservation. It is a violation of this section to own, keep, or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.
- (3) If the City determines a mural to be in dilapidated or deteriorated condition, the mural shall be restored or removed by the owner and/or occupant of the structure to which it is applied.
- (4) The City may cause the removal of any mural that is not maintained in accordance with the provisions of this section. A mural which is kept, maintained, or allowed to remain in a dilapidated or deteriorated condition is hereby declared to be a nuisance. Upon the failure of the owner and/or occupant of the premises on which the mural is located to repair or remove the mural following ten days' notice thereof, the city may cause the removal of the mural. The owner and/or occupant shall pay all expenses incurred by the city incident to such removal. In the event of the failure of the owner and/or occupant to remit to the city the expenses incurred in the abatement of the nuisance, a lien may be placed on and against the property on which the mural is removed. Such lien shall bear interest at the rate of ten percent per annum and shall be a first and prior lien, second only to liens for taxes and paving assessments.

(Ord. No. 1909, § 1, 10-5-04, amended)

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance shall take effect immediately from and after its passage and publication as required by law.



DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney





STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a resolution approving funding awards for the first quarter of Fiscal Year 2025-2026 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine High Quality of Life: Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:

The City of Duncanville launched its Arts Grant Program to support local artists, organizations, and creative projects that enhance cultural engagement and community identity. The first application cycle of Fiscal Year 2026 was held from September 1, 2025, to September 30, 2025, and resulted in 9 applications representing a variety of disciplines and event types.

On October 10, 2025, the Duncanville Arts Commission held a special meeting to review each application in detail. During this meeting, the Commission discussed eligibility and potential community impact. The Commission then voted on funding recommendations for each application, which are now being presented to the City Council for consideration.

POLICY EXPLANATION:

The City of Duncanville established the Duncanville Arts Fund to promote, create, and support art that enhances tourism and benefits the hotel and convention industry. Funded by 15% of annual Hotel Occupancy Tax (HOT) revenue, the program supports a wide range of eligible art forms, including music, dance, theater, visual arts, design,

and media arts.

The Duncanville Arts Commission administers the fund, reviews applications, and makes funding recommendations to the City Council, which retains final approval authority. All expenditures must comply with the Texas Tax Code and Attorney General opinions regarding HOT fund use, ensuring they directly promote tourism. Quarterly reports to Council track the fund's use and impact, and an annual review ensures alignment with legal requirements and community goals.

FUNDING SOURCE:

ORG and Object Number

11011000-700450

Available Budget	Purchase Amount	After Encumber
\$95,000	\$12,000	\$83,000

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Arts-Grant-Application_6346039497719643361, In The Words Of A Sistah Stories In Verse Budget, Arts-Grant-Application_6350091863619186127, Xela Bistro Mural Budget, Price Quote-0000012, Bistro Mural proposal, Jr Studios After School Program Budget - Sheet1, Arts-Grant-Application_6343738256257441293, Arts-Grant-Application_6333580284411572638, Punk Social Comedy Proposal (1), Budget for Duncanville project, Arts-Grant-Application_6344741584475184721, Arts-Grant-Application_6351030440241573935, In The Words Of A Sistah Stories In Verse Budget, Arts-Grant-Application_6350129752769079378, Kingsmen Live Grant Proposal, Arts-Grant-Application_6334231326996491552, Arts-Grant-Application_6349675190085136618, Supafly Winter Showcase Budget-2, 2025-2026 - Arts Funding Policy and Grant Guidelines - Adopted, 2025-11-18 - Q1 Funding for Arts Grants

Thursday, September 25, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Evidence Theater Productions
Project Lead (if different)	Antoinette "Onyx" Brice
Mailing Address	5737 Wellesley Ave Fort Worth , Texas, 76107
Phone Number	(817) 378-7652
Email	onyxking4@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	aghettochildschristmastale.company.site
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
---	---

Section 4: Project Information

Project/Event Title	A Ghetto Child's Christmas Tale
Brief Project Summary (2-3 sentences)	Urban theater production (musical) of the nativity story
Project Start Date	Sunday, December 14, 2025

Project End Date

Sunday, December 14, 2025

Location(s)

Duncanville High School Autotorium

Is this project open to the public?

Yes

Admission Fee (if any)

5.00

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.
To bring Bible stories that we take for granted into today's time while introducing to some and presenting Christ to others

How will the project serve the Duncanville community and promote public access?
Engaging the community in positive programs with the love of Christ in the spirit of Christmas

How will your project promote tourism or economic development within Duncanville?
It will bring others to the area excited about the theater

List the individuals and organizations involved in planning or executing the project.
Evidence Theater Productions
Ramiya Wimbley-7th grader at Kennemer Middle School

Briefly describe your marketing plan.
Commercials on podcasts,radio and every social media platform available

How will you evaluate the success and impact of your project?
Ticket sales, buzz around the DFW area

Section 6: Budget

Total Project Budget

5500.00

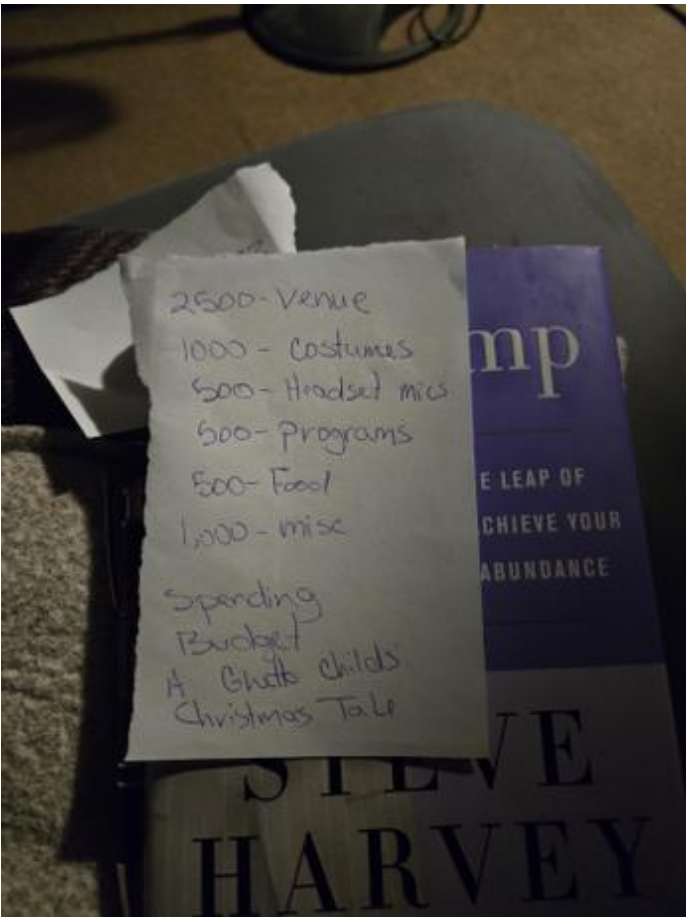
Amount requested from the
Duncanville Arts Commission/City
Council

3000.00

Matching Funds (cash/in-kind)

1500.00

Please attach a detailed budget



Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Portfolio or artistic samples (*required for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Antoinette Brice

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252672512658058
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 25, 2025
05:05 AMSigned
IP: 2607:fb91:9ad:40c3:ec99:9a49:f

PROJECT BUDGET: "THE WORDS OF A SISTAH: STORIES IN VERSE"

By Brenda Randall

REVENUE & FUNDING SOURCES AMOUNT

Duncanville Arts Grant \$3,000

Ticket Sales (100 @ \$10) \$1,000

In-Kind Contribution \$500

TOTAL FUNDING \$4,500

EXPENSE CATEGORY AMOUNT

Artist Fees (4 @ \$450) \$1,800

Administrative & Management \$1,500

Venue Rental & Insurance \$600

Marketing & Promotion \$350

Production Costs (Sound) \$250

TOTAL EXPENSES \$4,500

Budget Notes:

- Ticket sales projection based on 100 attendees at \$10 per ticket
- Administrative costs cover grant management, event coordination, and evaluation
- Budget demonstrates full allocation of grant funds with matching community support

Monday, September 29, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Frances Villagran
Mailing Address	1117 S. Main St Duncanville, TX, 75137
Phone Number	(972) 854-9498
Email	xelabistro@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	https://www.facebook.com/xelabistro https://www.instagram.com/xelabistro
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)
---	---

Section 4: Project Information

Project/Event Title	Art Mural
----------------------------	-----------

Brief Project Summary (2-3 sentences)

Xela Bistro seeks to commission a community-centered art mural on the exterior of the bistro, designed in collaboration with local artists. This project will not only beautify the neighborhood but also foster cultural expression, support the arts, and contribute to the economic vitality of downtown Duncanville by creating a vibrant public gathering space.

Project Start Date Thursday, October 30, 2025

Project End Date Sunday, November 30, 2025

Location(s)

Xela Bistro- 1117 S. Main St, Duncanville, TX 75137

Is this project open to the public?

Yes

Admission Fee (if any)

0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of this project is to create a mural that draws attention to Duncanville as a city with heart, creativity, and untapped potential. The artistic vision is simple yet powerful: to offer a striking work of art that encourages people to stop, take notice, and give Duncanville a chance to be seen as a place where culture, growth, and community thrive. More than just decoration, the mural will serve as a beacon of pride and possibility for both residents and visitors.

How will the project serve the Duncanville community and promote public access?

This mural will serve the Duncanville community by transforming an everyday wall into a shared cultural landmark. Located on the side of Xela Bistro, the artwork will be fully visible from the street, providing free and continuous public access for all who pass by. It will invite residents and visitors alike to engage with the city's creative spirit, spark pride in the local community, and contribute to a more vibrant, welcoming downtown environment. By placing art in a highly accessible space, the project ensures that everyone regardless of age, background, or resources can experience and enjoy public art in Duncanville.

How will your project promote tourism or economic development within Duncanville?

The mural will serve as both an artistic landmark and a destination, drawing visitors into Duncanville to experience its growing creative culture. As a highly visible and photo-friendly installation, it has the potential to become a point of pride and recognition for the city encouraging people to stop, take pictures, share on social media, and explore the surrounding businesses. By creating a visually engaging attraction in the heart of downtown, the project will help increase foot traffic, support local restaurants and shops, and showcase Duncanville as a city worth visiting and investing in.

List the individuals and organizations involved in planning or executing the project.

Xela Bistro – Project lead and host site for the mural.

Frances Villagran & Abel Castro – Owners of Xela Bistro and project coordinators.

Local Artist(s) – To be commissioned for mural design and execution (collaboration with Duncanville-based creatives to ensure local representation).

Duncanville Arts Commission – Community partner supporting public art initiatives.

Community Volunteers/Stakeholders – Engaged to provide input and assist with promotion and outreach.

Briefly describe your marketing plan.

The project will be promoted through a combination of digital and community outreach. Xela Bistro will leverage its active social media platforms (Facebook, Instagram, TikTok) to share progress updates, artist features, and behind-the-scenes content, building anticipation and encouraging public engagement. A ribbon-cutting and community unveiling event will invite local residents, press, and partner organizations to celebrate the mural's completion. In addition, the mural itself will serve as an ongoing marketing tool,

becoming a photo-worthy landmark that encourages organic promotion through visitor posts and shares.

How will you evaluate the success and impact of your project?

The success of the mural will be measured by both community engagement and long-term visibility. Key indicators will include public participation at the unveiling event, social media shares and interactions highlighting the mural, and feedback from residents and visitors. Over time, the project's impact will be reflected in increased foot traffic to downtown Duncanville and its recognition as a local landmark. Community surveys and informal feedback will also help capture how the mural influences civic pride and perceptions of Duncanville as a growing cultural destination.

Section 6: Budget

Total Project Budget 10000

Amount requested from the Duncanville Arts Commission/City Council 3000

Please attach a detailed budget



Xela Bistro Mural Budget.pdf

Section 7: Required Documents

Document Checklist

Completed application form. *required

Narrative responses (Section 5) *required

Detailed project budget (Section 6) *required

Proof of Duncanville residency or business operation. *required

City of Duncanville Vendor Packet (below) *required

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name

Frances Villagran

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name

You De Xue

Property Address

1117 S Main St
Duncanville, TX, 75137

TITLE	Arts Grant Application
DOCUMENT ID	252718259172058
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 29, 2025
09:40 PMSigned
IP: 2600:1702:5efd:0:3815:56c6:b2a

Project Budget – Xela Bistro Mural

Total Project Cost: \$10,000

Grant Request: \$3,000

Expense Category	Estimated Cost	Funding Source
Artist Fees (Design + Labor)	\$5,000	Grant + Xela Bistro funds
Materials & Supplies (paint, primer, brushes, protective coating)	\$2,500	Grant + In-kind donations
Equipment (lifts, scaffolding, safety gear)	\$1,000	Xela Bistro funds
Marketing & Community Engagement (flyers, social media ads, unveiling event)	\$800	Xela Bistro funds
Administrative & Coordination (project management, permits if needed)	\$700	Xela Bistro funds
Total	\$10,000	

Breakdown of Funding:

- Grant Contribution: \$3,000
- Xela Bistro & Community Contributions (cash, in-kind): \$7,000

Project Budget – Xela Bistro Mural

Total Project Cost: \$10,000

Grant Request: \$3,000

Expense Category	Estimated Cost	Funding Source
Artist Fees (Design + Labor)	\$5,000	Grant + Xela Bistro funds
Materials & Supplies (paint, primer, brushes, protective coating)	\$2,500	Grant + In-kind donations
Equipment (lifts, scaffolding, safety gear)	\$1,000	Xela Bistro funds
Marketing & Community Engagement (flyers, social media ads, unveiling event)	\$800	Xela Bistro funds
Administrative & Coordination (project management, permits if needed)	\$700	Xela Bistro funds
Total	\$10,000	

Breakdown of Funding:

- Grant Contribution: \$3,000
- Xela Bistro & Community Contributions (cash, in-kind): \$7,000



Daniel Yanez
2018 Savoy Street
Dallas, Texas 75224-2359
United States
bydiy@yahoo.com
Phone: 214-735-5331

Price Quote: #0000012

Issued on: Nov 10, 2025

Expiry Date: Dec 1, 2025

Xela Bistro Mural Project

Xela Bistro

info@xelabistro.com

Product or Service	Quantity	Price	Line Total
Spray Paint	50	\$12.00	\$600.00
Exterior Paint 1 Gallon	8	\$53.00	\$424.00
Exterior Primer 5 Gallon	1	\$120.00	\$120.00
Equipment / Sprayer	1	\$150.00	\$150.00
Sealer / Protector 1 Gallon	2	\$100.00	\$200.00
Misc. Tape, Brushes, Rollers, Caps, Drop Cloths, etc	1	\$200.00	\$200.00
Artistic Creation / Labor	60	\$100.00	\$6,000.00
Helper	42	\$50.00	\$2,100.00
In-Kind Donation	1	-\$2,000.00	-\$2,000.00

Subtotal

\$7,794.00

Total Price:

\$7,794.00



Mural Proposal

Presented by
Professional Artist Curtis Derall Ferguson

Project/Program Idea Description Summary

The goal is to create a composition that inspires the youth and adults in this community by using a mural. Murals have been widely used to record history and convey an idea or capture an image. The idea that we want to convey through this mural project is one of great food, quality atmosphere and literature and the beauty of creativity and imagination through books. This community has a rich history of neighborly support, strength, and family. To ensure that this message is not lost but strengthen, the old cliché' that a picture is worth a thousand words best describes our efforts.

Art imitates life and life imitates art. We desire to show the community, as well as those just passing by the beauty of the community. Of course bad things happen everywhere, yet our emphasis is on the good and great things of our community which centers on a positive academic/athletic spirit and our children. This mural will showcase these ideas in its composition. The composition will highlight food, eating, children reading, book titles, book content, and a fantasy world. The characters will be a combination of realism and whimsical styles. The entire composition will be engaging and compliment the culture of the Bistro inside. Patrons will be drawn to this mural and the Bistro for decades to come!

Professional artist Curtis D. Ferguson (Resume' presented upon request) has a vested interest in this project and the community. Mr. Ferguson's art and his work has been featured on the **Oprah Winfrey Show** . He has completed artwork for celebrities and dignitaries such as former President George W. Bush and Beyoncé' Knowles just to name a few. He loves this community and this project. He has been teaching art at Byrd Middle School for the past eight years. He has received two Teacher of the Year Awards in that short period of time.

Mr. Ferguson can submit a preliminary sketch for the approval of all parties involved until a final draft is selected. The final selection will be the composition painted on the wall.

Community Involvement Summary

The cliché' that a picture is worth a thousand words best summarizes this public mural project. The composition itself will set the tone of an ideal community that focuses on eating, food, family, community, books, book titles and dreams. The images will not include violence or crime scenes but a peaceful setting that is diverse, multicultural, peaceful, fun and full of excitement. The composition will include eating, food, persons reading, laughing, children playing, studying and interacting together in a Fair/Carnival type setting. The characters will be a combination of realism and whimsical styles.

This is already a great community. This mural reinforces the efforts that have been put forth to make this community even greater. This is accomplished by emphasizing literacy, food, family and family values. This is how a community is built, strengthen and survives.

The artist will develop in his composition clear evidence of diversity by highlighting the different races residing in this area. This includes, Asian, Hispanic, Native American, Caucasian and African American.

Mr. Ferguson is a Texas certified visual arts teacher for grades K-12th. As the composition designer, he has several areas designated for elementary students to participate. He also has an area of the mural for middle school and high school students to participate as well. These students attend the area schools and he is working with the art teachers at these schools to complete this project.

As persons traveling to and from work in various parts of the city of Duncanville, this mural will bring a smile to many commuting. Main Street is the gateway for many people from surrounding towns such as DeSoto, Cedar Hill, Red Oak , Glen Heights, and Midlothian to Spur 408, I-20 and beyond. The friendly and engaging composition, with its idea of community, literature, eating, fantasy and family values will set the stage for communities to follow suit.

Project/Program Budget Summary

Work Plan:

The project will begin when all items are approved. The starting date to actually begin laying the design out is projected for Fall 2025 or Spring 2026.

Timeline:

Weather permitting and wall preparation completed the project will last the duration of one to weeks. ***Factors that may adjust this timeline includes heat and rain.*** The goal is to work 7 - 14 days / 10-12 hour days for a total of over 84 - 168 hours.

Expenses:

Volunteers will donate according to their schedule. However, everyone must be approved and assigned a space, by Mr. Ferguson, to participate. Mr. Ferguson will assigns roles, brushes, colors and technique to be used by each volunteer (Student and Adult).

Pizza and drinks will be provided during each work cycle for volunteers and students.

There will be a photo journal or/and documenting the daily progress of this project.

Project Work Plan

Step by Step Activity:

1. The project will begin with all materials, equipment and supplies laid out and assigned by age group and skill level.
2. The Duncanville Police Department will block off the lane closest to the project every day that people are on site for safety purposes.
3. The artist and two assistants will use black paint as a pencil to sketch off the entire composition onto the wall.
4. The composition will be divided into 5 spaces.
5. Each area on the composition will have a number, specifying a color.
6. Each color will coincide with a number and each volunteer will be allowed to paint a certain color in a certain area assigned by the artist.
7. The artist role at this stage is “Director”/ Project Manager. He actually paints and guides the painting.
8. Several adults will be assigned to each section to ensure safety and focus. (No horseplay on project site)
9. After the paint by numbers has been completed in a matter of days, the artist and his assistants will complete the detail work that actually brings the composition to life by adding the shading, the highlights and the shadowing. This process will also take a matter of days before completion.
10. Weather permitting and no other unforeseen occurrences, the projected unveiling should take place during the allotted time.

Responsible Party

Curtis Derall Ferguson is Project Manager for the entire Mural Painting Project.

Itemized Budget

Total - \$20,000.00

Labor - \$15,000.00

Insurance - \$500.00

Supplies and Materials - \$4,500.00

Supplies and Materials (*Including Rentals*)

1. Tall Ladder 12ft
2. Electric Lift (*Rental*)
3. Exterior Acrylic Paint
4. Rags
5. Small Brushes
6. Large Brushes
7. 150-200 Colored Spray Paint Cans
8. Large and small Tarp

9. Painters Masking Tape

10. Aprons

11. Mask/Respirators

12. Goggles

13. Trash Bags

14. Cups

15. Plates

16. Napkins

17. Pizza

18. Ice

19. Water

20. Soda

21. T-Shirts

Overview of the Process

- A. Initial Meeting (followed by a strategy and planning of Phase II)
- B. Preparation of the Scope Document
- C. Conceptual Development
- D. Design and Specification (D&S)

The D&S quantify the exact deliverables, establish creative and technical specifications, and present in final fixed cost for project completion. Your approval is required on the D&S before production of Phase II can begin.

Thank you for your interest and business. We look forward to a continuing business relationship with you. For more information, please contact Paint U Designs at 469.630.4546.

Sincerely,

Curtis D. Ferguson

Curtis Derall Ferguson

Professional Artist





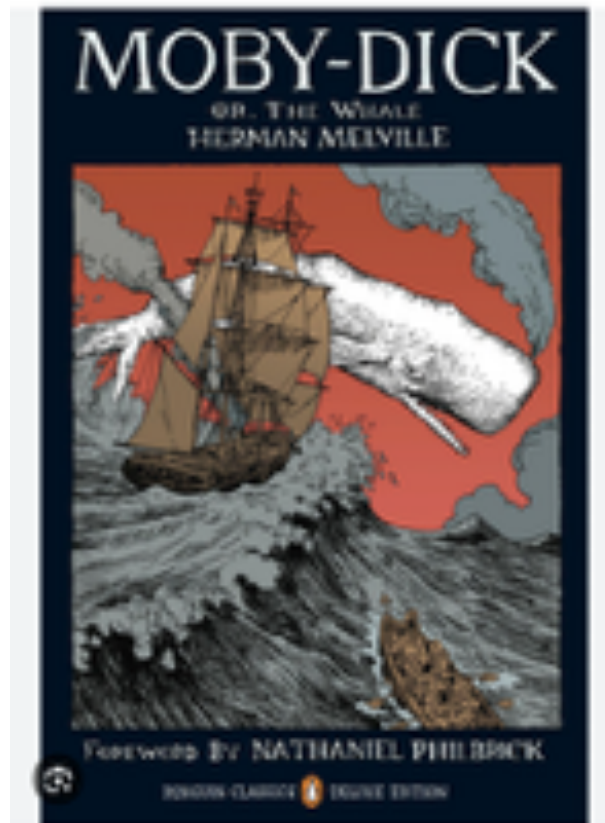
You have 3 currencies:

- ♦ Knowledge
- ♦ Time
- ♦ Money



When you need 1,
use the other 2 to get it.









Expense Category	Description	Total Cost	Grant Request	Matching Funds (Student Fees @ \$30 each)
Instructor Fees	Compensation for planning and teaching weekly after-school classes (Aug–May)	\$1,800	\$1,500	\$300
Art Supplies	Paints, brushes, sketchbooks, canvases, clay, and consumables for student projects	\$1,200	\$900	\$300
Facility/Utilities	Partial coverage of studio space provided at Village Tech Schools	\$450	\$300	\$150
Marketing & Outreach	Flyers, social media ads, and local promotion	\$450	\$300	\$150
Totals		\$3,900	\$3,000	\$900



Monday, September 22, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Jr Studios
Project Lead (if different)	James Cahalan
Mailing Address	6408 Royal Cedar Dr Dallas , Texas , 75236
Phone Number	(469) 269-8703
Email	jr.studios9223@gmail.com
How do you prefer to be contacted?	Text
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
--	---

Section 4: Project Information

Project/Event Title	Canvas and Creativity
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Brief Project Summary (2-3 sentences)

JR Studios will provide an after-school art program for youth in the Duncanville area, offering weekly classes on Monday evenings from 5–7 PM. The program will introduce students to drawing, painting, sculpture, and mixed media while fostering creativity, skill-building, and personal expression. Led by a Duncanville High School alumnus and longtime resident, the program is rooted in giving back to the community and inspiring the city’s next generation of artists.

Project Start Date	Monday, November 3, 2025
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Project End Date

Monday, February 2, 2026

Location(s)

Village Tech Schools

Is this project open to the public?

Yes

Admission Fee (if any)

\$30

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the JR Studios After-School Art Program is to provide youth in the Duncanville area with consistent access to quality arts education in a safe and welcoming environment. Many young people lack opportunities to explore creative expression outside of the school day, and this program is designed to meet that need by offering weekly after-school classes where students can learn, grow, and create.

Our artistic vision is centered on cultivating creativity, skill, and confidence. Through painting, drawing, sculpture, and mixed media, participants will gain technical knowledge while also being encouraged to think critically, experiment, and share their unique perspectives. The program emphasizes that art is more than a product, it is a process of discovery, self-expression, and communication. By guiding students to take creative risks, problem-solve, and collaborate, JR Studios helps them develop skills that extend far beyond the studio.

As a Duncanville High School alumnus and longtime resident, I am committed to investing back into the community that shaped me. This program is built on the belief that all youth deserve access to high-quality arts instruction and the tools to bring their ideas to life. Each session is designed not only to teach artistic technique but also to build a sense of belonging and pride in Duncanville's cultural life.

The artistic vision of JR Studios is to inspire the next generation of Duncanville's creators , helping them see themselves as artists, innovators, and contributors to the vibrant cultural identity of our city.

How will the project serve the Duncanville community and promote public access?

The JR Studios After-School Art Program will serve the Duncanville community by providing youth with a safe, creative space to learn and grow through the arts. Classes are open to all local youth, with efforts to keep them affordable and accessible regardless of background or prior experience. Public access will be promoted through broad outreach and culminating showcases of student artwork, giving families and community members opportunities to celebrate creativity together. In this way, the program strengthens Duncanville's cultural identity while directly investing in its young people.

How will your project promote tourism or economic development within Duncanville?

The JR Studios After-School Art Program will promote tourism and economic development by hosting public showcases that highlight the creativity of Duncanville's youth and invite families, friends, and visitors to attend. These events create reasons for people to gather in Duncanville, supporting local restaurants and businesses in the process. By investing in youth arts education, the city builds a reputation as a place that values culture, creativity, and community. This strengthens Duncanville's identity while contributing to long-term economic growth.

List the individuals and organizations involved in planning or executing the project.

-James Ryan Cahalan – Program Director & Lead Instructor (JR Studios)
An award-winning artist, Duncanville High School alumnus (Class of 2009), and lifelong Duncanville resident. James will design curriculum, lead weekly instruction, manage program logistics, and oversee student showcases.

- JR Studios
Provides the program structure, curriculum, and instructional leadership to deliver high-quality after-school art classes for youth in Duncanville.
- Village Tech Schools
Serving as the hosting location, Village Tech Schools will provide the studio space where after-school art classes will take place. This partnership ensures the program is accessible and centrally located for Duncanville families.
- Community Volunteers
Parents and local artists may be invited to assist with showcases, exhibitions, and promotional efforts to broaden community involvement.

Briefly describe your marketing plan.

JR Studios will use a combination of digital and community-based strategies to ensure broad awareness of the after-school art program. Flyers will be distributed through Village Tech Schools, local libraries, and community centers, while targeted social media posts will highlight upcoming sessions and showcase student work to engage families online. Word-of-mouth will also play an important role, with parents and community members encouraged to share opportunities with neighbors and friends. By blending grassroots outreach with digital promotion, the program will remain accessible and visible to youth and families across Duncanville.

How will you evaluate the success and impact of your project?

The success of the JR Studios After-School Art Program will be measured by enrollment numbers, weekly attendance, and student retention rates. Growth will also be evaluated through the creativity and quality of artwork produced by youth participants. Public showcases will provide a visible measure of community engagement, with the number of family and community attendees reflecting program impact. Feedback from students and parents will be gathered through surveys and informal conversations to capture personal outcomes, while photos, records, and documentation will be included in a final report to demonstrate accountability.

Section 6: Budget

Total Project Budget	3900
Amount requested from the Duncanville Arts Commission/City Council	3000
Matching Funds (cash/in-kind)	900

Please attach a detailed budget

 Jr Studios After School Program Budg... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required

Proof of Duncanville residency or business operation.
*required

City of Duncanville Vendor Packet (below) *required

Portfolio or artistic samples (*required for individual artists)

Upload required documents



Blank Tax Exemption Form (1) copy.pdf



Canvas And Creativity.pdf



Vendor Packet -James Cahalan.pdf



JrStudiosW9.pdf

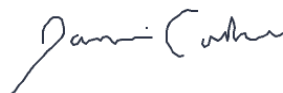


James Cahalan Portfolio.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

James Cahalan

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252645257583061
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 22, 2025
01:10 PMSigned
IP: 128.92.195.26

Wednesday, September 10, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Punk Social
Project Lead (if different)	Julio Avila
Mailing Address	222 Mizell st. Duncanville, Texas, 75116
Phone Number	(469) 999-7224
Email	Julio.Avila@live.com
How do you prefer to be contacted?	Call
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	-----------------------------

Section 4: Project Information

Project/Event Title	Duncanville Laugh Fest
Brief Project Summary (2-3 sentences)	A Comedy showcase featuring the best comedians in Dallas and Texas. Bringing a different late night energy into town to attract not only kids and parents, but also a forgotten age group of 20-50 years olds who are seeking alternative fun.
Project Start Date	Saturday, December 6, 2025

Project End Date

Saturday, December 6, 2025

Location(s)

Location is pending upon approval.

Is this project open to the public?

Yes

Admission Fee (if any)

\$0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

As a 10 year old vet in the DFW comedy scene, ive dirently created shows around town and have seen how magical it is to bring hard laughs to unexpected crowds. Living in Duncanville for the past 5 years has made me realized this is missing in town and instead of me focusing elsewhere to create shows, why not bring this magic to town.

How will the project serve the Duncanville community and promote public access?

This event can be scheduled in tandem with other events to create a festival type of day or can even stand on its own feet. We will be a spectacle the city is not expecting and bring in a new spark to our feel good community.

How will your project promote tourism or economic development within Duncanville?

We can invite local food trucks and vendors to our event and thereby keeping a nights worth of expenses that would of otherwise gone to a different town. Keep the cash in town.

List the individuals and organizations involved in planning or executing the project.

Julio Avila, Erick Lopez for now. Together we run some of the best local shows in Dallas. We can make it all happen.

Briefly describe your marketing plan.

Comic ads, Social media shorts showing live performances, videos of the food trucks and what to expect and the show. And of course, the good vibes that come with a night full of laughter.

How will you evaluate the success and impact of your project?

Going from experience, this would be a total hit since its something thats unique to Duncanville and successfully operation in many towns already.

Section 6: Budget

Total Project Budget

\$4500

Amount requested from the
Duncanville Arts Commission/City
Council

\$4500

Please attach a detailed budget

 Punk Social Comedy Proposal.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (*required for Public Art Grant)
- Portfolio or artistic samples (*required for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Julio Avila

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252527532206048
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 10, 2025
07:00 PMSigned
IP: 97.133.114.4



Proposal: Monthly Comedy Show in Duncanville

Presented by Punk Social

Punk Social is a Texas-based production company with over 10 years of experience organizing comedy shows across the state. Our mission is to bring laughter and community together through high-quality, professional comedy productions.

We are proposing a monthly **PG-13 comedy show in Duncanville** that will showcase top comedians from Dallas and beyond. Each event will feature a **70-minute show**, offering residents a safe, fun, and community-driven nightlife option.

Community Benefit

This monthly show will:

- Provide family-appropriate entertainment for teens and adults.
- Support local and regional comedians by offering performance opportunities.
- Encourage community gathering and nightlife in Duncanville.
- Boost visibility and business for partnering venues.

Event Details

Frequency: Monthly

Duration: 70 minutes per show

Location: Pending confirmation in Duncanville (in partnership with local venues)

Format: PG-13 comedy, featuring professional comedians from Dallas and touring acts.

Budget Request

We are requesting a **monthly budget of \$4,500** to cover:

- Comedian fees and hospitality (meals, accommodations as needed)
- Venue rental costs
- Marketing and promotion (flyers, digital ads, posters, social media outreach)
- Equipment rental (sound, lighting, staging)
- Administrative and operational expenses

Timeline

Launch: Upon funding approval

Schedule: Recurring monthly shows

About Punk Social

With over a decade of experience producing comedy shows, Punk Social is equipped with talent connections, technical expertise, and equipment to organize professional events on short notice. Our productions have been featured across Texas, bringing consistent quality and strong audience engagement.

Punk Social proudly launched the first comedy club in Grand Prairie, **Crabs and Laughs Comedy Club**, creating a new home for stand-up in the community. We have hosted and managed open mics across Dallas, building opportunities for rising talent. In addition, our team has successfully produced shows at some of the **biggest comedy clubs in Dallas**, showcasing nationally recognized comedians alongside local performers. This proven track record highlights our ability to deliver high-quality entertainment and to strengthen the local arts scene.

Contact

Julio Avila

Owner, Punk Social

■ 469-999-7224

■ Julio.Avila@live.com

Here's a budget proposal for the musical rendition project:

Project Title: "Duncanville United: A Cultural Celebration"

Total Budget: \$20,000

Cost Distribution:

1. *Songwriting and Composition*: \$4,000

- Hire a professional songwriter/composer to create the song (English and Spanish versions)

2. *Artist Fees*: \$4,000

- Hire local artists to record the song (English and Spanish versions)

3. *Recording Studio Costs*: \$4,000

- Rent a recording studio for 2-3 days
- Engineer and producer fees

4. *Music Video Production*: \$3,000

- Hire a videographer and crew to produce a high-quality music video
- Location fees, equipment, and editing costs

5. *Community Engagement and Outreach*: \$2,000

- Host community events, workshops, and rehearsals
- Promotional materials (flyers, posters, social media)

6. *Marketing and Promotion*: \$1,000

- Online advertising (social media, YouTube)
- Press releases and media outreach
- Promotional materials (t-shirts, stickers)

7. *Miscellaneous*: \$2,000

- Contingency fund for unexpected expenses
- Project management and coordination costs

Revenue Streams:

1. *City of Duncanville Funding*: \$12,000 (60% of total budget)
2. *Sponsorships*: \$4,000 (20% of total budget)
 - Local businesses and organizations can sponsor the project
3. *In-kind Donations*: \$2,000 (10% of total budget)
 - Donations of services, equipment, or materials
4. *Project Revenue*: \$2,000 (10% of total budget)
 - Music downloads, streaming, and merchandise sales

Project Timeline:

- Month 1-2: Songwriting, artist selection, and recording
- Month 3-4: Music video production and community engagement
- Month 5-6: Marketing and promotion, launch, and celebration

This budget proposal outlines the costs associated with creating a high-quality musical rendition that celebrates Duncanville's cultural diversity. With funding from the City of Duncanville and potential sponsorships, this project can promote tourism, attract business stakeholders, and showcase the city's unity, peace, and love [1].



Tuesday, September 23, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Richard B Kinga
Mailing Address	606 Linkcrest Drive4 Duncanville, TX, 75137
Phone Number	(469) 493-0880
Email	kingsomatic@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	https://www.facebook.com/richard.kinga
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	------------------

Section 4: Project Information

Project/Event Title	Duncanville! TheCity of Champions
Brief Project Summary (2-3 sentences)	Create a musical rendition with a catchy phrase refrain that celebrates the cultural diversity of Duncanville. The song recorded by local artists in both English and Spanish showcases the city's rich cultural identity, diversity, and unity
Project Start Date	Monday, January 5, 2026

Project End Date

Wednesday, June 10, 2026

Location(s)

Duncanville Armstrong Park
Duncanville City Library
Duncanville studio Podcast & Music
(Other significant Historic sites in Duncanville).

Is this project open to the public?

Yes

Admission Fee (if any)

\$0,00

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

To highlight the city's strengths and achievements through music and patriotic slogans.
To promote and encourage cross-cultural understanding and appreciation among the city's diverse communities.
To provide opportunities for local talent to showcase thier diversity in unity.
to create a lasting tourist and cultural artifact that reflects the city' values and spirit.
To engage and initiate constructive conversations through music aimed at building bridges across class, color, and race.

How will the project serve the Duncanville community and promote public access?

Songwriting* By collaborating with local songwriters to create a catchy and meaningful song that celebrates Duncanville's diversity
Artist Selection* By choosing local artists who reflect the city's diverse demography. (Hispanic, Black, White, and other LEGAL Immigrants, a strong statement of social cohesion will emanate and resonate to business interests.
Recording* Recording the song in both English and Spanish, incorporating a local recording studio in Duncanville, will celebrate our identity profoundly.
Music Video* Produce a music video showcasing the city's landmarks, cultural events, and community members.
Community Engagement* Host workshops, rehearsals, and community events to engage residents and make them feel like and own the project.

How will your project promote tourism or economic development within Duncanville?

The song in its entirety will be like a rallying, mobilizing, and engaging call and inviting attention to the rich history of our city, celebrating our local teams and local business initiatives, while attracting other stakeholders to get motivated and involved in local celebrations.

List the individuals and organizations involved in planning or executing the project.

Richard B Kinga
I am still galvanizing local schools and art clubs to select interested school club leaders.

Briefly describe your marketing plan.

- 1) Social Media: Utilize platforms like Facebook, Instagram, TikTok, X, and YouTube to share engaging content (music videos, behind-the-scenes, artist interviews).
- 2)Local Outreach: Partner with local businesses, organizations, and community events to promote the project and encourage participation.
- 3)Tourism Promotion: Collaborate with the city of Duncanville's tourism department to feature the music project on their website and promotional material.
- 4)Influencer Marketing: Reach out to local influencers and bloggers to share the music project and promote Duncanville's cultural diversity.

- 5)Press coverage: Craft press releases and pitch stories to local media outlets to generate buzz around the project.
- 6)Merchandise: Create branded merchandise (t-shirts, stickers)to promote the project.

How will you evaluate the success and impact of your project?

- Social media engagement
- Website traffic and online engagement
- Number of local businesses and organizations partnering with the project
- Tourism promotion metrics (website traffic, visitor numbers)
- Merchandise sales and revenue generated.

Section 6: Budget

Total Project Budget

\$20,000

Amount requested from the
Duncanville Arts Commission/City
Council

\$15,000

Matching Funds (cash/in-kind)

\$5000

Please attach a detailed budget

 Budget for Duncanville project.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required
- Portfolio or artistic samples (*required for individual
artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Richard Kinga

Property Owner Authorization (Required for Public Art Installations on Private Property)



I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252657417423055
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 23, 2025
05:02 PMSigned
IP: 2600:1700:aa70:f40:2d8d:2979:d

Tuesday, September 30, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Brenda "B" Ranfdall
Project Lead (if different)	Brenda RandLL
Mailing Address	1710 JOHN WEST RD , Apt 617 DALLAS, Texas, 75228
Phone Number	(214) 290-4980
Email	thehostbrandall@gmail.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	https://www.facebook.com/share/19p4x7qm7S/ INSTAGRAM: thehostbrandall
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
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Section 4: Project Information

Project/Event Title	In The Words Of A Sistah: Stories In Verse
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Brief Project Summary (2-3 sentences)

"The Words Of A Sistah: Stories In Verse is a live performance featuring powerful poets and vocalists from diverse backgrounds and generations. Through a dynamic blend of verse and song, these artists share their unique stories and collective journeys that connect women. This project creates a dedicated space

for community reflection, empowerment, and honoring these vital relationships.

Project Start Date Saturday, December 6, 2025

Project End Date Saturday, December 6, 2025

Location(s)
Duncanville Recreation Center

Is this project open to the public? ☒ Yes

Admission Fee (if any) 10

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

This project is a live performance that uses poetry and song to share the real stories of women and the power of sisterhood. Our vision is to create a powerful, shared experience where the audience feels connected to the joy, strength, and challenges in these stories. The show will bring together four diverse poets and singers to perform their original work. The purpose is to give these important voices a platform, to celebrate the bonds of sisterhood, and to build understanding within the community. This event is about creating a space where everyone feels seen, heard, and united through the power of storytelling.

How will the project serve the Duncanville community and promote public access?

"The Words Of A Sistah: Stories In Verse" will serve the Duncanville community by creating a shared space for empathy and unity through the powerful lens of storytelling. The project explores the universal theme of sisterhood—the bonds, challenges, and triumphs that connect women across different backgrounds. This project features a curated ensemble of diverse poets and vocalists who will share their unique perspectives on sisterhood. This intentional diversity allows the performance to explore this central theme with richness and nuance, highlighting both unique and shared experiences. By presenting a multifaceted view of womanhood, the event promotes a deeper understanding within the community. It provides a platform for underrepresented narratives while inviting all audience members to see their own stories reflected and to connect with experiences different from their own, ultimately strengthening the collective bonds that unite Duncanville.

How will your project promote tourism or economic development within Duncanville?

"The Words Of A Sistah," the longest-running all-female poetry event with a nearly 20-year legacy, is a proven cultural asset. This project will promote tourism by leveraging this established reputation to draw audiences from across the region specifically to Duncanville. Attendees will support local restaurants and shops, providing direct economic benefits. This project will generate immediate economic impact through audience spending at local businesses, with 100+ attendees potentially injecting \$2,500-\$5,000 into Duncanville's economy in a single evening. By establishing our city as a cultural destination, it enhances commercial appeal for future arts events and creative enterprises, creating sustainable economic benefits beyond this initial event.

List the individuals and organizations involved in planning or executing the project.

Brenda Randall and Cynthia "Empress Robinson

Briefly describe your marketing plan.

The marketing plan uses targeted social media, community partnerships to promote the event. I will reach poetry enthusiasts and arts supporters through focused online campaigns, hopefully collaborating with Duncanville businesses and organizations for cross-promotion. The strategy highlights the event's 20-year legacy and offers accessible pay-what-you-can ticketing. This approach ensures that I effectively reach our

core audience while expanding visibility throughout the community.

How will you evaluate the success and impact of your project?

I will measure success through Eventbrite analytics, tracking attendance versus capacity and revenue from ticket sales. Post-event surveys (via email through Eventbrite) will gauge audience satisfaction and the performance's emotional impact. Finally, we will monitor community response through local media mentions and subsequent partnership inquiries. This method provides clear, data-driven proof of the project's reach and its lasting cultural value to Duncanville.

Section 6: Budget

Total Project Budget 4500

Amount requested from the Duncanville Arts Commission/City Council 3000

Matching Funds (cash/in-kind) 500

Please attach a detailed budget

 In The Words Of A Sistah Stories In Ve... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation. *required
- City of Duncanville Vendor Packet (below) *required
- Portfolio or artistic samples (*required for individual artists)

Upload required documents



Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name

Brenda Randall

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252730391172049
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 30, 2025
11:44 PMSigned
IP: 74.199.224.20

PROJECT BUDGET: "THE WORDS OF A SISTAH: STORIES IN VERSE"

By Brenda Randall

REVENUE & FUNDING SOURCES AMOUNT

Duncanville Arts Grant \$3,000

Ticket Sales (100 @ \$10) \$1,000

In-Kind Contribution \$500

TOTAL FUNDING \$4,500

EXPENSE CATEGORY AMOUNT

Artist Fees (4 @ \$450) \$1,800

Administrative & Management \$1,500

Venue Rental & Insurance \$600

Marketing & Promotion \$350

Production Costs (Sound) \$250

TOTAL EXPENSES \$4,500

Budget Notes:

- Ticket sales projection based on 100 attendees at \$10 per ticket
- Administrative costs cover grant management, event coordination, and evaluation
- Budget demonstrates full allocation of grant funds with matching community support



Monday, September 29, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Kingsmen Coffee LLC
Project Lead (if different)	Jimmy Morris
Mailing Address	714 West Wheatland Road Duncanville, Texas, 75116
Phone Number	(214) 641-2532
Email	j.morris@kingsmencoffeeco.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	www.kingsmencoffeeco.com
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist	501(c)(3) Nonprofit
	Business Entity	City Department
	Duncanville Arts Commission	
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes	

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
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Section 4: Project Information

Project/Event Title	Kingsmen Live
---------------------	---------------

Brief Project Summary (2-3 sentences)

Kingsmen Coffee is hosting live local artists during what we calling "Kingsmen Live". During these times, artists, including vocalist, painters, dancers or theater groups, will perform for the Duncanville and surrounding communities.

Project Start Date Saturday, September 20, 2025

Project End Date Saturday, December 27, 2025

Location(s)

Kingsmen Coffee Co @ 714 West Wheatland Road, Duncanville, Texas 75116

Is this project open to the public?

Yes

Admission Fee (if any) 0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

To bring local artist and community together to celebrate various holidays and monthly celebrations.

How will the project serve the Duncanville community and promote public access?

There are limited venues in Duncanville providing community centered programs. Kingsmen would like to extend its support to facilitate, at our premises, community and conversation.

How will your project promote tourism or economic development within Duncanville?

We believe the City of Duncanville is more than a city of champions, it's a bedroom community. A community that embraces family, community support and inclusion. We hope, through our elegant design and customer service, more similar businesses will join the movement to increase economic development in the great City of Duncanville.

List the individuals and organizations involved in planning or executing the project.

We work with a local promotor, Chasquis Group, who is sourcing local talent from the DFW area.

Briefly describe your marketing plan.

We plan to advertise Kingsmen Live via social media. Social media platforms include but are not limited to: Facebook, Instagram, TikTok and the Nextdoor App.

How will you evaluate the success and impact of your project?

Partner with community schools, churches and organizations to source talent and additional partnerships. Create family-friendly programming tailored to the city demographics. Finally we will showcase local venders and businesses during the Kingsmen Live programming.

Section 6: Budget

Total Project Budget 9536.00

Amount requested from the Duncanville Arts Commission/City Council 3400.00

Please attach a detailed budget



Kingsmen Live Grant Proposal.xlsx

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

JIMMY MORRIS

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name

JIMMY MORRIS

Property Address

706 PELT PLACE
DUNCANVILLE, TEXAS, 75116

Property Owner Signature



TITLE	Arts Grant Application
DOCUMENT ID	252718624200046
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Sep 29, 2025 10:43 PM	Signed IP: 2600:6c56:be00:4707:c99a:3f21:
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Kingsmen Live Proposal

	Budget	Unit Type	Unit	Total		
Artist Cost	\$ 125.00	Hrly	2.00	\$ 275.00	8	\$ 2,200.00
Staff	\$ 68.00	Hrly	4.00	\$ 272.00	8	\$ 2,176.00
Food	\$ 495.00	Avg.	1.00	\$ 495.00	8	\$ 3,960.00
Utilities	\$ 6.31	Hrly	1.00	\$ 6.31		\$ -
Electric	\$ 3.30	Hrly			8	\$ -
Water	\$ 0.82	Hrly				\$ -
Gas	\$ 0.82	Hrly				\$ -
Internet	\$ 1.37	Hrly				\$ -
Marketing	\$ 600.00	Monthly	1.00	\$ 600.00	2	\$ 1,200.00
Mailers	\$ 500.00	Avg.				\$ -
Social Media	\$ 55.00	Wkly				\$ -
Posters	\$ 45.00	Wkly				\$ -
Total						\$ 9,536.00

23%
23%
42%

13%

100%

Thursday, September 11, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	SarahUFinart
Mailing Address	7878 marvin d love fwy DALLAS, Texas, 75237
Phone Number	(945) 349-1980
Email	Sarahu@Sarahufineart.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	Sarahufineart.com https://www.instagram.com/sarahufineart/
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist	Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes	

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
---	---

Section 4: Project Information

Project/Event Title	Middle Age and over club
Brief Project Summary (2-3 sentences)	My goal is to make a portfolio and synopsis of the stories from woman after reaching a certain age. I want their stories to be heard through my interview and paintings as a figurative description.
Project Start Date	Wednesday, July 23, 2025

Project End Date

Wednesday, January 14, 2026

Location(s)

Any public casual outing for conversation

Is this project open to the public?

Yes

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

My purpose is to perform interviews for these women and let their stories be told universally within these sets of questions. Afterwards I will make a painting describing their lives based on those responses whether it be symbolic or through a portrait. This project will be on my website. Within those projects I will campaign my project through selling t-shirts, prints and stickers of my other artwork and the artwork in the making if the participant allows me to .

How will the project serve the Duncanville community and promote public access?

The city of Duncanville caters to an older audience, this will help bring insight to that audience that life is ambiguous and not monolithic.

How will your project promote tourism or economic development within Duncanville?

My Project will be hung in libraries, and cafes through flyers, in the duncanville city as an advertisement for those who come in the area.

List the individuals and organizations involved in planning or executing the project.

n/a

Briefly describe your marketing plan.

My marketing plan is to make a preview of my interview process, and share the flyer on my social media for others to join. Then I will make prints and t-shirts advertising my artwork once I complete those portraits.

How will you evaluate the success and impact of your project?

Really, through engagement from my community in duncanville.

Section 6: Budget

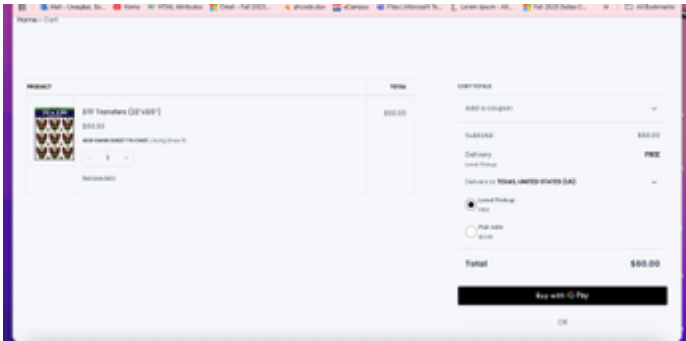
Total Project Budget

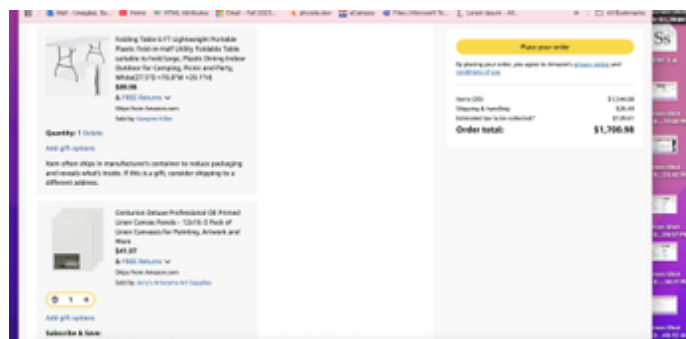
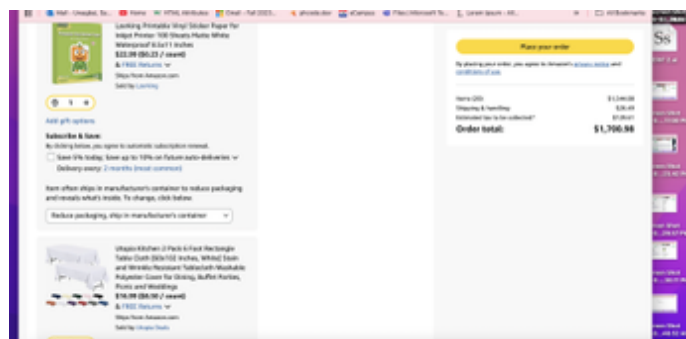
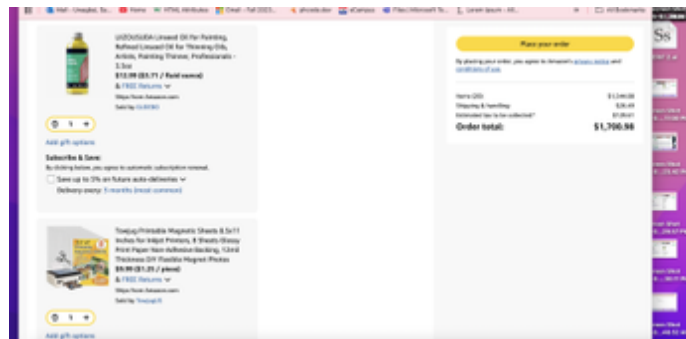
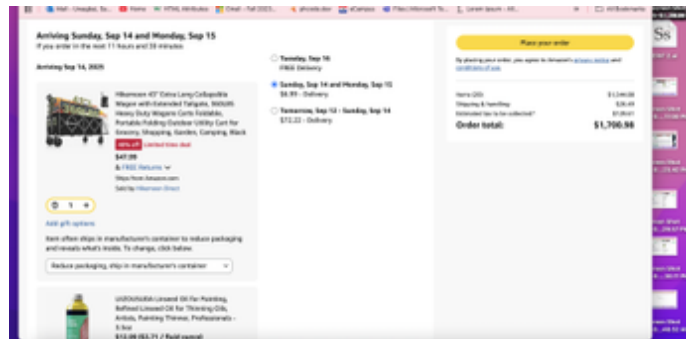
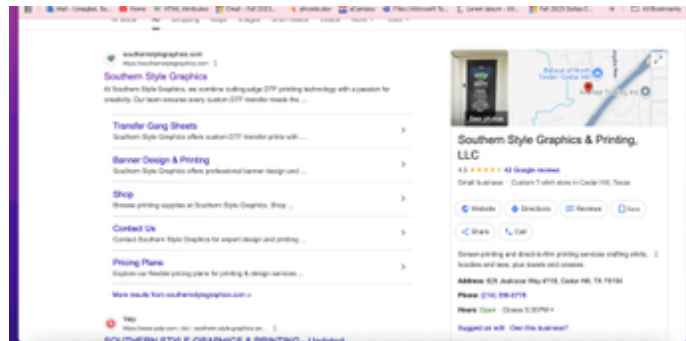
1,700

Amount requested from the
Duncanville Arts Commission/City
Council

1,700

Please attach a detailed budget





Subscribers & Save
By clicking below, you agree to automatic subscription renewal.
Save 25% today. Save up to 10% on future auto-deliveries. vs
Delivery every 1 month (first shipment)

**Wilson & Newton Window Oil Color Paint, Rustic Oak, 10 1/2 Gallons
\$11.49 (Retail) / Final total
\$1,706.56**
Shop from Amazon.com
Set by Wilson & Newton

**20GALTS Artist Oilcolor Paint Brushes Set 13pcs, Soft-kink Chisel/Flat/Sable Hair Wood Long Handle for Acrylic Oil Watercolor
\$15.99**
\$1,706.56
Shop from Amazon.com
Set by 20GALTS

Place your order
By placing your order, you agree to Amazon's [privacy policy](#) and [conditions of sale](#)

Items (2)
Shipping & handling \$36.49
Estimated tax to be collected? \$10.00
Order total: \$1,706.56

**U.S. Art Supply 3-Piece Stainless Steel Palette made for for Acrylic Painting - Paint Splatters Tools for Oil, Canvas Art - Painting Kit for Mixing, Texturing - Folded Knives for Art & Cake
\$5.99**
\$1,706.56
Shop from Amazon.com
Set by U.S. Art Supply

**Artesian Acrylic Sign Holder 8.5 x 11, Double-Sided Clear Acrylic Display Table Sign Stand, 1-Shape Sign Holder Plaque for Photo Paper Photo Holder Home Office Home Decor Show Top, 6-Pack
\$25.99**
\$1,706.56
Shop from Amazon.com
Set by Artesian

Place your order
By placing your order, you agree to Amazon's [privacy policy](#) and [conditions of sale](#)

Items (2)
Shipping & handling \$36.49
Estimated tax to be collected? \$10.00
Order total: \$1,706.56

Have other ships in manufacturer's container to reduce packaging and waste when inside. To change, click below.
Reduce packaging, ship in manufacturer's container

**Rolling-In-Art Canvas Large In-Frame Studio Easel, Solid Backboard Artist Easel with Storage Tray, Adjustable Canvas Holder Stand with Rolling Wheels for Painting (Adult Standard)
\$108.99**
\$1,706.56
Shop from Amazon.com
Set by Rolling-In-Art

Place your order
By placing your order, you agree to Amazon's [privacy policy](#) and [conditions of sale](#)

Items (2)
Shipping & handling \$36.49
Estimated tax to be collected? \$10.00
Order total: \$1,706.56

Have other ships in manufacturer's container to reduce packaging and waste when inside. If this is a gift, consider shipping to a different address.

Arriving Sep 15, 2025

**New Wave PGM Glass Artist Palette & Mixers in Artist Palette Set (12 x 12) Set, Tempered Glass Palette - Acrylic Set, Easy Oil Paint Tray, Precision Paint, Transport Table, Ready to Use (2 Pack)
\$43.99**
\$1,706.56
Shop from Amazon.com
Set by New Wave PGM

**ARNDT Art Painting Artist Easel Stand, Painting Display Easel Stand, Portable Adjustable Tripod Display Stand with Reg. Height from 20 to 60 in for Table-Top/Chair Seating and Display (8ft Panel)
\$74.99**
\$1,706.56
Shop from Amazon.com
Set by ARNDT

Place your order
By placing your order, you agree to Amazon's [privacy policy](#) and [conditions of sale](#)

Items (2)
Shipping & handling \$36.49
Estimated tax to be collected? \$10.00
Order total: \$1,706.56

Have other ships in manufacturer's container to reduce packaging and waste when inside. To change, click below.
Reduce packaging, ship in manufacturer's container

**Artists Magic Oil Paint Brush Cleaner and Restorer (Paintbrush Cleaner for Acrylic, Oil, and Water Paints) Rejuvenates, Non-Toxic, Solventless, Eco-Friendly, Quick-Clean Formula Paint Remover (32 Fl Oz)
\$11.99 (Retail) / Final total
\$1,706.56**
Shop from Amazon.com
Set by Artists Magic

Arriving Sep 15, 2025

**Craft Master Machines with Vinyl and Iron-On-Border - Beginner Friendly Craft Cutting Machine Set with Essential Materials, VINYL and Adhesive Vinyl Variety Pack, 80+ Decor Projects, Appoint and Details
\$449.99**
\$1,706.56
Shop from Amazon.com
Set by Cricut

Place your order
By placing your order, you agree to Amazon's [privacy policy](#) and [conditions of sale](#)

Items (2)
Shipping & handling \$36.49
Estimated tax to be collected? \$10.00
Order total: \$1,706.56

Gift options not available

Email delivery

**ASURION 2 Year Protection Plan (SAP - \$39.99)
\$39.99**
Shop from Amazon.com
Set by ASURION

Arriving Sep 15 - Tuesday, Sep 16
FREE delivery

QuickShip 1-Day
Gift options not available



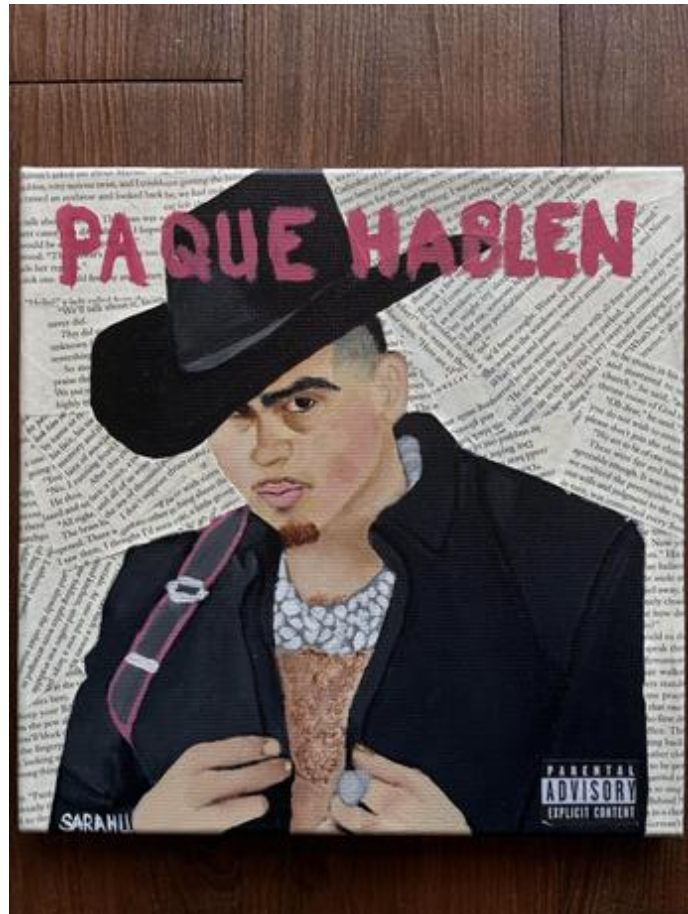
Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation. *required
- City of Duncanville Vendor Packet (below) *required
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (*required for Public Art Grant)
- Portfolio or artistic samples (*required for individual artists)

Upload required documents











**LIVE PAINTING
with
Sarah U !**

Xela bistro
Location : 1117 S Main St,
Duncanville, TX 75137
11:30-2:30pm
09/12/2025

Instagram
[@Sarahufineart](#)
[@Xelabistro](#)

**MIDDLE AGE AND OVER CLUB
By Sarah U**



My names Sarah and I'm making a project to interview 3 black woman who are middle age and over about the universal life experience of reaching middle age. I will contribute making 3 paintings for each ladies representing their perspective on life and post their personal stories on my website as a form of inspiration and transparency. If you're interested please message me on Instagram [@Sarahufineart](#) or email me , Sarahu@sarahufineart.com



Vendor Packet - FILLABLE.68b86ce10... .pdf



31046157.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Sarah uwagbai

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252536058796065
DOCUMENT PAGES	11
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Sep 11, 2025 01:05 PM	Signed IP: 2603:8098:1a3f:4ecd:fce5:7bcf:
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Monday, September 29, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Bria Maiden
Mailing Address	1518 S. Greenstone Lane Duncanville, Texas, 75137
Phone Number	(214) 263-0522
Email	supafly.community@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	Instagram: @supafly.studio Website: https://supaflycommunity.wixsite.com/supafly
Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
---	---

Section 4: Project Information

Project/Event Title	Supafly Winter WonderDance
----------------------------	----------------------------

Brief Project Summary (2-3 sentences)

The Supafly Winter WonderDance is the culminating event of our 12-week dance program, celebrating the hard work, creativity, and growth of our students. This showcase will feature live performances by program participants, highlighting the skills and routines they have learned throughout the season. In addition to student performances, the event will spotlight local artists, creating a vibrant and inspiring community celebration of dance, music, and culture.

Project Start Date

Friday, December 12, 2025

Project End Date

Friday, December 12, 2025

Location(s)

202 W. Center St. Duncanville, TX
or
Duncanville Community Theater

Is this project open to the public?

Yes

Admission Fee (if any)

0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the Supafly Winter WonderDance is to provide a platform for youth to share the skills, creativity, and confidence they have developed during Supafly’s 12-week dance program. This event not only highlights their growth as performers but also emphasizes the importance of collaboration and self-expression through the art of dance. By celebrating their achievements in front of family, friends, and community members, the showcase fosters motivation for continued artistic exploration.

The artistic vision of the project is to create an immersive and inspiring experience that blends student performances with contributions from local artists, reflecting the cultural richness and diversity of the community.

How will the project serve the Duncanville community and promote public access?

The Supafly Winter WonderDance is designed to serve the Duncanville community by creating an inclusive space where youth, families, and local artists can come together to celebrate creativity and self-expression. By featuring performances from students in our 12-week program alongside local artists, the showcase highlights the talent within the community and encourages cultural engagement.

The event promotes public access by being open to the community, with opportunities for attendees to experience high-quality dance performances, connect with local artists, and enjoy a family-friendly environment with food and refreshments. This showcase strengthens community ties, supports youth development, and encourages broader appreciation of the arts in Duncanville.

How will your project promote tourism or economic development within Duncanville?

The Supafly Winter WonderDance will contribute to tourism and economic development in Duncanville by attracting families, friends, and visitors from surrounding areas to attend the event. This influx of attendees encourages local spending at nearby restaurants, shops, and services, supporting small businesses and strengthening the local economy.

Additionally, by highlighting the city as a hub for youth arts and cultural programming, the showcase helps position Duncanville as a destination for community-focused events and creative experiences. Featuring local artists alongside student performers also promotes collaboration and visibility for local talent, further fostering opportunities for cultural entrepreneurship and economic growth within the city.

List the individuals and organizations involved in planning or executing the project.

Supafly Studio, Duncanville Community Theater, Local Duncanville Talent, CypherDallas,

Briefly describe your marketing plan.

The Supafly Winter WonderDance will be promoted through a combination of digital and community-based strategies. Social media platforms (Instagram, Facebook, and TikTok) will share event updates, student

highlights, and behind-the-scenes content to engage audiences online. Flyers and posters will be distributed at local schools, recreation centers, and community spaces to reach families and youth in the Duncanville area.

Additionally, partnerships with local businesses, media outlets, and community organizations will help spread awareness and encourage attendance. Word-of-mouth promotion from students, families, and local artists will further amplify the event's reach.

How will you evaluate the success and impact of your project?

The success and impact of the Supafly Winter WonderDance will be evaluated through a combination of attendance tracking, audience feedback, and participant growth. A ticket system will be used to monitor attendance, providing a clear measure of community engagement and reach. Collecting basic information from attendees, such as age range, zip code, and whether they are local or visiting. This will help assess the event's impact on the Duncanville community and surrounding areas. In addition, feedback surveys will be offered to both audience members and participants to capture qualitative insights about their experience, enjoyment, and perception of the performances.

Section 6: Budget

Total Project Budget\$20,000

Amount requested from the Duncanville Arts Commission/City Council\$20,000

Please attach a detailed budget

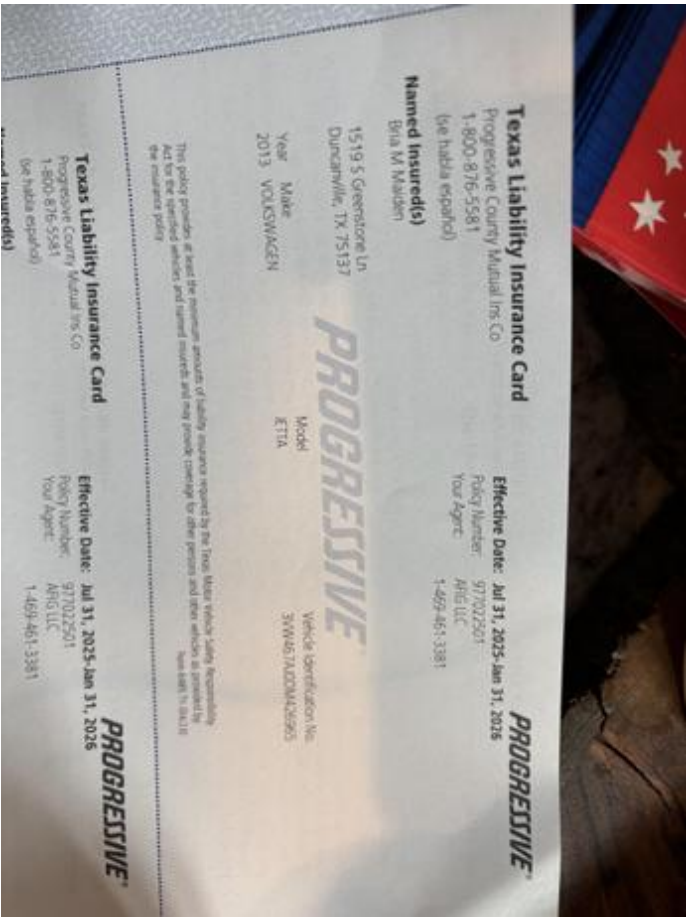
 Supafly Winter Showcase Budget-2.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required

Upload required documents



Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Bria M Maiden

Name

Bria Maiden

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252714089352055
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Sep 29, 2025 10:05 AM	Signed IP: 2600:1700:1b21:570:40a9:ce9a:2
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SupaFly Winter Showcase Budget

Category	Description	Estimated Cost
Venue Rental	Rental of performance space, including stage and seating	\$2,500
Production & Technical	Lighting, sound equipment, microphones, stage setup	\$1,500
Marketing & Promotion	Flyers, posters, social media ads, local media outreach	\$1,000
Costumes & Props	Student costumes, props, and accessories	\$1,000
Guest Artist Fees	Payment for local artists performing at the showcase	\$5,000
Food & Refreshments	Snacks, beverages, and catering for attendees	\$3,000
Photography & Videography	Professional documentation of performances	\$2,000
Administrative & Miscellaneous	Printing, supplies, insurance, contingency funds	\$2,000
Student Support	Scholarships or fee assistance for program participants	\$2,000



DUNCANVILLE ARTS COMMISSION

Arts Funding Policy & Grant Guidelines

Fiscal Year
2025–2026

Contact Information

Duncanville Arts Commission
203 E. Wheatland Rd.
Duncanville, Texas 75116
(972) 780-5000
arts@duncanvilletx.gov



Duncanville Arts Commission

203 E. Wheatland Rd.
Duncanville, Texas 75116
(972) 780-5000
arts@duncanvilletx.gov

Dear Community Partners and Arts Supporters,

The Duncanville Arts Commission is pleased to present the *Arts Funding Policy & Grant Guidelines* for Fiscal Year 2025–2026. This document reflects our city's continued commitment to fostering a thriving, inclusive, and economically vibrant arts ecosystem.

The Duncanville Arts Commission serves as an advisory board to the City Council, championing initiatives that engage residents and visitors through artistic expression, public art, and cultural events. These efforts support placemaking, strengthen our local economy, and reinforce Duncanville's identity as the City of Champions.

The funding guidelines outlined herein are supported by the City's Hotel Occupancy Tax (HOT) revenue, as well as other public and private sources, and are designed to support:

- Nonprofit arts organizations through Annual Arts Program Grants;
- Artists, individuals, and organizations through Single Project Support Grants;
- Permanent installations of public visual art through Public Art Grants.

All applicants must reside or operate within Duncanville and propose projects that are accessible to the public and aligned with the city's cultural and economic goals.

All interested applicants are encouraged to attend one of our quarterly information sessions and review this policy in detail before applying. The Arts Commission remains committed to transparency, accountability, and equitable funding opportunities for all members of our creative community.

Thank you for your partnership and continued support of the arts in Duncanville.

Duncanville Arts Commission
arts@duncanvilletx.gov

Mission of the Duncanville Arts Commission

The Duncanville Arts Commission serves as an advisory body to the City Council and City management in matters involving the arts. The Commission promotes public and private collaboration to foster a thriving cultural landscape. Its responsibilities include:

1. **Enriching Community Life:** Promoting a vibrant and inclusive arts environment that enhances the quality of life for residents and visitors to the City of Champions.
2. **Advising on Expenditures:** Recommending the use of public funds to support, promote, and sustain the arts in Duncanville.
3. **Evaluating Funding Proposals:** Reviewing grant applications and project proposals to ensure alignment with city goals and funding requirements.
4. **Assessing Arts Impact:** Submitting an annual "State of the Arts" report to City Council summarizing the year's activities, progress, and recommendations.

Funding Sources, Authorization, and Obligation

Primary Funding Source: Hotel Occupancy Tax (HOT)

The Duncanville Arts Fund is primarily supported by an allocation of up to 15% of the City's annual Hotel Occupancy Tax (HOT) revenue, as authorized by City Council. These funds are designated to support arts initiatives that enhance tourism and promote Duncanville's hotel and convention industry.

Authorized Uses of HOT Funds

Per Texas Tax Code §351.101 and Attorney General Opinions GA-0124, KP-0131, and KP-0350, HOT funds must directly promote tourism and the hotel/convention industry. Eligible uses include support for:

- Music (instrumental/vocal)
- Dance
- Drama
- Folk art
- Creative writing
- Architecture and design
- Visual arts (painting, sculpture, photography, crafts)
- Media arts (film, radio, television, sound recording)
- Other performing, visual, and literary arts

All funded activities must demonstrate a direct connection to tourism.

Supplementary Funding Sources

The Arts Fund may also receive supplemental support from:

- Corporate sponsorships
- Public/private grants
- Individual and corporate donations
- Partnerships with nonprofit and cultural organizations

Non-HOT Funding Uses

Projects funded through non-HOT sources must align with the Commission's mission and comply with:

- State procurement laws
 - City of Duncanville financial policies and procedures
-

Grant Categories and Definitions

Applicants may only apply for **one grant** per fiscal year.

1. Annual Arts Program Grants

Purpose: To support nonprofit organizations presenting a full season of arts programming.

- **Eligibility:** 501(c)(3) nonprofit arts organizations
- **Funding Limit:** Up to \$20,000
- **Eligible Uses:** Operations, production, artist fees, venue rental
- **Requirement:** Must occur in Duncanville and serve a public purpose
- **Acknowledgment:** City and/or Commission logo must appear in all marketing

2. Single Project Support Grants

Purpose: To support a single public-facing arts project or event.

- **Eligibility:** Individuals, nonprofits, businesses, city departments, and the Duncanville Arts Commission
- **Funding Limit:**
 - Up to \$2,500 (city departments)
 - Up to \$3,000 (first-time applicants)
 - Up to \$10,000 (returning applicants)
- **Disbursement:** Non-reimbursable
- **Requirement:** Must occur in Duncanville and serve a public purpose
- **Acknowledgment:** City and/or Commission logo must appear in all marketing

3. Public Art Grants

Purpose: To support the creation and installation of permanent, publicly accessible visual art.

- **Eligibility:** Individual artists, teams, nonprofits, or the Arts Commission
- **Ineligible Uses:** Landscaping, performing/literary arts unless visually expressed
- **Requirement:** Must occur in Duncanville and serve a public purpose
- **Acknowledgment:** City and/or Commission logo must appear in all marketing

Options:

- **Call for Artists:** Issued by the Commission for a specific site/theme; finalists may receive a compensation amount as determined by the Commission for posted projects; unanimous (9-0) vote required for selection.
- **Artist-Initiated Proposal:** Artist submits complete proposal with property owner support.

Eligibility and Restrictions

General Eligibility

- Applicants must be 18+ and reside or operate an arts business in Duncanville
- Must be in good standing with IRS, State of Texas, and City of Duncanville
- Applications must be complete and demonstrate capacity to execute the project

Ineligibility and Funding Restrictions

Not Eligible:

- Full-time City employees
- Applicants submitting multiple proposals per cycle
- Artists funded within the current fiscal year
- Applicants who contact elected officials or Commission members regarding an application during the grant cycle

Prohibited Uses:

- | | |
|--|---------------------------------------|
| • Capital improvements or land purchases | • Fundraisers, receptions, or parties |
| • Political or religious programming | • Deficit or litigation support |
| • Academic class credit projects | • School-funded workshops |
| • Retroactive funding | • Programs lacking public access |
| • Private, non-public events | |

Commissioner & Staff Participation

- Arts Commission members may apply but must recuse themselves from discussions and decisions related to applications they are affiliated with
- Contract/temporary City employees may apply with disclosure

Application Procedures & Grant Cycle Schedule

How to Apply

1. **Review Guidelines**
2. **Preliminary Submission (Optional):** Staff may review for completeness
3. **Final Submission:** Must include application, budget, proof of eligibility, and vendor packet
4. **Staff Review:** Confirm eligibility and compliance
5. **Commission Review:** Presented at Regular or Special Meeting
6. **Council Approval:** Required for all grant awards

FY 2025–2026 Quarterly Schedule

<u>Q1: Sep 2025–Nov 2025</u>	<u>Q3: Mar 2026–May 2026</u>
• Aug: Marketing and Info Session • Sept 1–30: Application Period • Sep 30: Application Deadline • Oct TBD: Commission Review • Nov 4: Council Approval • Nov: Grant Disbursements	• Feb: Marketing and Info Session • Mar 2–31: Application Period • Mar 31: Application Deadline • Apr TBD: Commission Review • May 5: Council Approval • May: Grant Disbursements
<u>Q2: Dec 2025–Feb 2026</u>	<u>Q4: Jun 2026–Aug 2026</u>
• Nov: Marketing and Info Session • Dec 2–31: Application Period • Dec 31: Application Deadline • Jan TBD: Commission Review • Feb 3: Council Approval • Feb: Grant Disbursements	• May: Marketing and Info Session • Jun 1–30: Application Period • Jun 30: Application Deadline • Jul TBD: Commission Review • Aug 4: Council Approval • Aug: Grant Disbursements

TBD: Applications will be reviewed during an Arts Commission Special Meeting, date to be determined.

Review Process, Scoring & Appeals

Evaluation Criteria

- Funding available
- Artistic merit and creativity
- Community engagement and tourism benefit
- Accessibility and inclusivity
- Application completeness and clarity
- Connection to Duncanville
- Prior engagement with Commission programs

Funding Recommendations

- May be adjusted based on available resources
- Modified budgets may be required if awarded less than requested
- Recommendations are submitted to Council for final approval

Funding Disbursement

- Funds are typically available within two weeks of Council approval
- Timelines may vary based on administrative processes

Appeals Process

- Written appeals must be submitted within 10 calendar days of funding notice
- Appeals must cite specific concerns, no new project content
- Appeals will be presented to Council by staff
- Applicants are encouraged to attend the appeal meeting

Reporting & Oversight

Grantee Responsibilities

- Submit a final report **within 45 days of project completion**
- Include documentation of:
 - Project outcomes
 - Financial details
 - Attendance and public engagement
 - Tourism or hotel impact (if applicable)
- Failure to report will result in ineligibility for four (4) grant cycles

Oversight & Administration

- The Arts Commission oversees program delivery and reports to City Council
 - Annual and as-needed reports will summarize:
 - Use of funds
 - Economic and tourism impact
 - Grantee outcomes
 - Policy effectiveness
-

Policy Review & Amendments

- This policy will be reviewed annually for alignment with:
 - State law
 - Fiscal and procurement policies
 - Evolving community and cultural needs
 - City Council reserves the right to amend this policy at any time
-

Version History

Arts Commission Adoption: April 22, 2025

City Council Adoption:

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2025–2026

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): _____

Project Lead (if different): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Website or Social Media (if applicable): _____

Are you a first-time applicant? ☐ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ☐ No

SECTION 2: ELIGIBILITY

Check all that apply:

- ☐ Individual Artist
- ☐ 501(c)(3) Nonprofit
- ☐ Business Entity
- ☐ City Department
- ☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ☐ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

- ☐ Annual Arts Program Grant (nonprofits only)
- ☐ Project Outreach Grant
- ☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: _____

Brief Project Summary (2–3 sentences):

Project Start Date: _____

Project End Date: _____

Location(s): _____

Is this project open to the public? ☐ Yes ☐ No

Admission Fee (if any): _____

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.
2. How will the project serve the Duncanville community and promote public access?
3. How will your project promote tourism or economic development within Duncanville?
4. List the individuals and organizations involved in planning or executing the project.
5. Briefly describe your marketing plan.
6. How will you evaluate the success and impact of your project?

SECTION 6: BUDGET

Total Project Budget: \$ _____

Amount Requested from Duncanville Arts Commission/City Council: \$ _____

Matching Funds (cash/in-kind): \$ _____

Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

- ☐ Completed application form
- ☐ Narrative responses (Section 5)
- ☐ Detailed project budget
- ☐ Proof of Duncanville residency or business operation
- ☐ City of Duncanville New Vendor Packet
- ☐ IRS 501(c)(3) determination letter (if applicable)
- ☐ Property owner support letter (for Public Art Grant)
- ☐ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: _____ Date: _____

Printed Name: _____

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: _____

Property Address: _____

Signature of Property Owner: _____ Date: _____

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING FUNDING FOR ARTS GRANTS AS RECOMMENDED BY THE DUNCANVILLE ARTS COMMISSION; PROVIDING THE COUNCIL WITH THE OPTION TO AMEND INDIVIDUAL GRANT AMOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Arts Commission has completed review of applications submitted during the City's Fiscal Year 2026 first quarter Arts Grants application period; and

WHEREAS, the Arts Commission has evaluated each application and provided funding recommendations to the City Council for its consideration; and

WHEREAS, the City Council desires to approve funding for the following arts grant applicants, with the option to amend individual award amounts at its discretion:

- A Ghetto Child's Christmas Tale - Evidence Theater Productions - \$0
- Art Mural - Frances Villagran - \$3,000
- Canvas and Creativity - JR Studios - \$3,000
- Duncanville Laugh Fest - Punk Social - \$0
- Duncanville! The City of Champions - Richard B. Kinga - \$0
- In the Words of a Sistah: Stories in Verse - Brenda "B" Randall - \$3,000
- Kingsmen Live - Kingsmen Coffee, LLC - \$3,000
- Middle Age and Over Club – SarahUFineArt - \$0
- Supafly Winter WonderDance - Bria Maiden - \$0

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1: The City Council hereby approves the funding awards as set forth above, with the understanding that it may revise any award amount at its discretion before approval.

SECTION 2. This Resolution is effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas,
on this the 18th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a resolution to approve a Hotel Occupancy Tax (HOT) Fund Grant for the 2026 Fiscal Year Budget to The Duncanville Lions Club for the Annual Sandra Meadows Classic

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Advance: Marketing Strategy of the City and Community Engagement Plan

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

The 75th Annual Sandra Meadows Classic honors legendary coach Sandra Meadows by bringing together top high school girls' basketball teams from across the country for a competitive tournament—providing a premier platform for showcasing talent and creating lasting memories for young athletes.

POLICY EXPLANATION:

Executive Summary and Funding Recommendation

It is recommended that the Duncanville Lions Club be awarded **\$75,000** in Hotel Occupancy Tax (HOT) funding for the 75th Annual Sandra Meadows Classic. This recommendation represents a significant level of support, commensurate with the documented historical economic impact of the event, but it is reduced from the requested \$90,000 due to the exclusion of certain expenses, notably fees for officials and trophies, which are legally ineligible uses of HOT revenue.

The event strongly supports the purpose of HOT funds by generating substantial economic activity at local hotels during the typically slow period between Christmas and New Year's.

FUNDING SOURCE:

ORG and Object Number

10011000-700450

Available Budget

\$345,800

Purchase Amount

\$75,000

After Encumber

\$270,800

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

2025 Hot Funds Application Sandra Meadows, 2025 Sandra Meadows Classic Hot Funds Application Briefing, Resolution No. - 2025-XXX - FY 26 HOT Funds Request - Lions Club - Sandra Meadows Classic, Exhibit B- HOT Funds Agreement-Duncanville Lions Club FY2026



Hotel Occupancy Funding Application

Date: 10/26/25

Organization Information

Name of Organization: Duncanville Lions Club

Address: P.O. Box 383025

City, State, Zip: Duncanville TX 75138

Contact Name: Mike Christberg Contact Phone Number: 972-345-0277 SR
Steve Rutherford 214-642-1363 MC

Web Site Address for Event or Sponsoring Entity: Sandrameadowsclassic.com

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 23-72274634

Entity's Creation Date: 11/11/1973

Purpose of your organization: The purpose of the Duncanville Lions Club is to provide community service through local volunteer work, with a focus on helping those in need. A key objective is to improve our local community through various projects. Our motto is "We Serve"

Event Information

Name of Event or Project: 75th Annual Sandra Meadows Classic

Date of Event or Project: December 29-31, 2025

Primary Location of Event or Project: Duncanville High School Arena

Amount Requested: \$ 90,000

How will the funds be used? Hotel Rooms; Hospitality Room for coaches, referees and college scouts; Website/Social Media; Promotional Items; Signage at event; Trophies; Labor; Programs and other misc. expenses. A detailed list of projected expenses is attached (Exhibit A)

Primary Purpose of Funded Activity/Facility:

See attached - Exhibit B

Percentage of Hotel Tax Support of Related Costs

~~72%~~ 72%

Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0

Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

8.8

Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 1%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

① The labor associated with this event is to compensate the individuals for work they perform on this event. They are not paid for any other services during the year.

- ☐ c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ f) Expenses, including promotional expenses, directly related to a sporting event in which most participants are tourists. The event must substantially increase economic activity at hotels within the city or in its vicinity. Amount requested under this category:

\$ 90,000

How many individuals are expected to participate in the sporting related event? 650

This amount is for players, coaches ~~and~~ and Trainers for the 32 participating teams. It does not include referees, servers, bus drivers, etc.

How many of the participants at the sporting related event are expected to be from another city or county? 575 + (1)

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

We will be able to fill four major hotels in
Duncanville between Christmas and New Years. We
anticipate that the hotel bills will approximate \$60,000.
Restaurants will also benefit from additional tourists

In detail, describe how the funds will be used and include appropriate documentation.

See attached list of projected expenses.
Exhibit A

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____

What tourist attractions will be the subject of the signs?

① Duncanville and Red Oak are the only teams
in the tournament from south of I-20.
As a result most of the participants and their
fans/parents will be tourists.

In detail, describe how the funds will be used and include appropriate documentation.

The funds will be used to cover a portion of the events estimated costs. A summary of the projected expenses are attached, Exhibit A

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 75 years

2. Expected Attendance: 4000

3. How many people attending the Event or Project will use Duncanville hotels? 440

Number of rooms rented for your event: Approx 400

4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We will reserve blocks of rooms at four Duncanville Hotels for players and coaches.

We will use Hampton Inn, La Quinta, H. Har Garden Inn and Best Western.

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Hotel Cost	Month/Year Held	Assistance Amount	Estimated Number of Hotel Rooms Used ①
40133.08	12/24	\$ 75,000	340
53294.76	12/23	\$ 63,000	450
54743.80	12/22	\$ 53,000	400

* Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years. See attached Exhibit C

① These numbers are for teams only. Other rooms would be rented for parents traveling with teams from out of town.

② The increase in rooms rented from the 12/24 event to the current event results from most out of town teams will spend an additional night in the hotels.

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.)? We will measure the impact based on the actual amounts paid to the hotels during this slow time of year between Christmas & New Year.
7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

None

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

We will charge admission. We anticipate a profit of about \$20,000. This will be used to start funding for next year's event and to distribute to various local charities we support.

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper:

\$ —

Radio:

\$ —

TV:

\$ —

Other Paid Advertising:

\$ 1500 - Website

(1) and state

Number of Press Releases/Media Alerts sent to the Media: _____

Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: _____

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? _____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes all rates will be negotiated

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Correspondence to traveling teams (17) will highly encourage parents and others to use Duncanville hotels. Area eating establishments will be included in information to teams

13. What geographic areas does your advertising and promotion reach? Our advertising is the event website

14. How many individuals will your proposed marketing reach that are in another city or county? Difficult to come up with quantity

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to the attention of:

Duncanville Economic Development

Mail To:

P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:

Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call: 972.780.5000.

Or email: eco@duncanvilletx.gov

Sandra Meadows Classic
Dec-25

Exh A

Projected Expenses

Advertising	\$ 2,000
Hospitality - DISD Nutrition	17,000
Hotel Rooms - Duncanville	62,000
Labor	10,000
Miscellaneous	1,500
Officials/Referrees	17,000
Printing - Programs	2,700
Promotional Items	7,300
Sanctioning Fee	600
Signs	2,200
Trophies	2,600
Total	<u>\$ 124,900</u>

Percentage of Total Event Costs Covered by Hotel Occupancy Tax

Grant Requested	90,000
Total Costs	124,900
	72.1%

Percentage of Staff Covered by Hotel Occupancy Tax

Projected Staff/Labor Costs	10,000
Total Costs	124,900
	8.0%

Sandra Meadows Classic – Purpose of the Funded Event

The purpose of the Annual Sandra Meadows Classic is to honor the legendary coach Sandra Meadows by bringing together top high school girls' basketball teams from across the country for a competitive tournament, providing a platform for talent to be showcased and for young athletes to create memories. Putting on the tournament allows the Duncanville Lions Club to fulfill our Motto – "We Serve". As previously mentioned on page 1 of the application, the key objective of the Duncanville Lions Club is to improve our local community through various projects on which our members volunteer. We can raise funds to further this objective.

Dec 2024 event

Hampton 144 1710⁰⁰

La Quinta 10099.94

Hilltop Garden 13425.53

Best Western 14892.61

40133.08

SANDRA MEADOWS CLASSIC
P.O BOX 383025
DUNCANVILLE, TX 75138

1913
32-104/1110

2-22

Pay to the
Order of Hampton Inn & Suites

One Thousand ~~thousand~~ ^{SEVEN} hundred ten and ⁰⁰/₁₀₀ \$ 1710 ⁰⁰/₁₀₀

Dollars

INWOOD
NATIONAL BANK
DALLAS, TX
214/358-5281

For _____

[Signature]

⑆111001040⑆ 31 6767 4 1913

SANDRA MEADOWS CLASSIC
P.O BOX 383025
DUNCANVILLE, TX 75138

1910
32-104/1110

2-7-25

Pay to the
Order of La Quinta

Ten Thousand ninety nine and ⁹⁴/₁₀₀ \$ 10099.94

Dollars

INWOOD
NATIONAL BANK
DALLAS, TX
214/358-5281

For _____

[Signature]

⑆111001040⑆ 31 6767 4 1910

SANDRA MEADOWS CLASSIC

P.O BOX 383025
DUNCANVILLE, TX 75138

1912

32-104/1110

Pay to the

Order of Hilton Garden Inn

Date 2-7-25

\$ 13425.53

Thirteen thousand four hundred twenty five and 53/100 Dollars

INWOOD

NATIONAL BANK
DALLAS, TX
214/358-5281

For Group # C-Team

[Signature]

MP

⑆111001040⑆ 31 6767 4 1912

SANDRA MEADOWS CLASSIC

P.O BOX 383025
DUNCANVILLE, TX 75138

1911

32-104/1110

Pay to the

Order of Best Western

Date 2-7-25

\$ 14897.61

Fourteen thousand eight hundred ninety seven and 61/100 Dollars

INWOOD

NATIONAL BANK
DALLAS, TX
214/358-5281

For _____

[Signature]

MP

⑆111001040⑆ 31 6767 4 1911



Hilton Garden Inn - Dallas Duncanville, TX

800 N Main St, Duncanville 75116

TX US

9722839777

<https://www.hilton.com/en/hotels/daldugi-hilton-garden-inn-dallas-duncanville/>

Date Range: Dec 25, 2024 - Jan 03, 2025

Tax#/ID# :

Group Guest Folio

Group No - C-TEAM

Group Contact Info

Group Name

Guest Name

Address

City, State, Zip Code

Country

Sandra Meadows Teams

MARTIN, STEVE

xx

Duncanville, TX, 75116

US

Group Info

Source

Rooms Reserved

Group Dates

Start Date

2024-12-25

End Date

2025-01-03

Company Details

Name

Tax#/ID#

PO Number

Account Name

Other Details

Bill Number

Tax/Fee

Exemption

Tax/Fee Exempt

Date

Travel Agent

IATA

Name

OWN HOTEL

41

paid 2/7/25

2/7/25

Details				
Date	Type	Stay Confirmation Number	Description	Amount
Dec 25, 2024	Charge	3151814331	GUEST ROOM Transferred from Rm 209, SOLOMON, CHARLES, 2024-12-25	\$109.00
Dec 25, 2024	Tax	3151814331	CITY OCCUPANCY TAX Transferred from Rm 209, SOLOMON, CHARLES, 2024-12-25	\$7.63
Dec 25, 2024	Tax	3151814331	STATE OCCUPANCY TAX Transferred from Rm 209, SOLOMON, CHARLES, 2024-12-25	\$6.54
Dec 25, 2024	Charge	3152882437	GUEST ROOM Transferred from Rm 210, SOLOMON, CHARLES, 2024-12-25	\$109.00
Dec 25, 2024	Tax	3152882437	CITY OCCUPANCY TAX Transferred from Rm 210, SOLOMON, CHARLES, 2024-12-25	\$7.63
Dec 25, 2024	Tax	3152882437	STATE OCCUPANCY TAX Transferred from Rm 210, SOLOMON, CHARLES, 2024-12-25	\$6.54
Dec 25, 2024	Charge	3156347430	GUEST ROOM Transferred from Rm 410, KENNEDY, AISHA, 2024-12-25	\$109.00
Dec 25, 2024	Tax	3156347430	CITY OCCUPANCY TAX Transferred from Rm 410, KENNEDY, AISHA, 2024-12-25	\$7.63
Dec 25, 2024	Tax	3156347430	STATE OCCUPANCY TAX Transferred from Rm 410, KENNEDY, AISHA, 2024-12-25	\$6.54
Dec 25, 2024	Charge	3155624553	GUEST ROOM Transferred from Rm 403, KENNEDY, AISHA, 2024-12-25	\$109.00

Date	Type	Stay Confirmation Number	Description	Amount
Dec 28, 2024	Tax	3155624553	CITY OCCUPANCY TAX Transferred from Rm 403, KENNEDY , AISHA , 2024-12-28	\$7.63
Dec 28, 2024	Tax	3155624553	STATE OCCUPANCY TAX Transferred from Rm 403, KENNEDY , AISHA , 2024-12-28	\$6.54

Summary	
Type	Amount
GUEST ROOM	\$11,881.00
CITY OCCUPANCY TAX	\$831.67
STATE OCCUPANCY TAX	\$712.86
Folio Balance	\$13,425.53

Paid 8/1/25
 V. H. 1912



Hampton Inn and Suites by Hilton-Duncanville Dallas, TX
DALDV

Report Run Date: Jan 02 2025
Report Run Time: 02:23:29 PM
User: Karen Hatten

Group Room Listing

Group Room Listing														
Group Name	Last Name	First Name	ADDN GUESTS	Status	Room Number	Room Type	Adults	Arrival Date	Departure Date	Number Of Nights	Rate Plan	Room Rate	Tax Inclusive Amount	Confirmation No
La Vega ISD	Willis	Marcus	No	CHECKED OUT	324	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	96146387
La Vega ISD	Willis	Marcus	No	CHECKED OUT	323	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	93263219
La Vega ISD	Willis	Marcus	No	CHECKED OUT	320	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	95098099
La Vega ISD	Willis	Marcus	No	CHECKED OUT	318	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	91165747
La Vega ISD	Willis	Marcus	No	CHECKED OUT	317	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	97719603
La Vega ISD	Willis	Marcus	No	CHECKED OUT	316	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	93000819
La Vega ISD	Willis	Marcus	No	CHECKED OUT	315	NQRU	1	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	93787315
La Vega ISD	Willis	Marcus	No	CHECKED OUT	319	NQRU	1	26-Dec-24	28-Dec-24	2	LV0	\$114.00	\$114.00	90117011
Totals							8			16				

114 x 15 = 1710⁰⁰
2300
4410

Deduction of \$300.00

fair 2/1/25
 1914



Hampton Inn and Suites by Hilton-Duncanville Dallas, TX
 DALDV

Report Run Date: Jan 02 2025
 Report Run Time: 02:26:14 PM
 User: Karen Hatten

Group Room Listing

Group Room Listing														
Group Name	Last Name	First Name	ADDN GUESTS	Room Number	Room Type	Adults	CHILDREN	Arrival Date	Departure Date	Number Of Nights	Rate Plan	Room Rate	Tax Inclusive Amount	Confirmation No
Dickinson ISD	Peterson	Toya	No	223	NQRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	83584597
Dickinson ISD	Peterson	Toya	No	224	NQRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	85943285
Dickinson ISD	Peterson	Toya	No	216	NQRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	83322133
Dickinson ISD	Peterson	Toya	No	209	NKRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	80700949
Dickinson ISD	Peterson	Toya	No	212	NKRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	81486997
Dickinson ISD	Peterson	Toya	No		NKRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	82797973
Dickinson ISD	Peterson	Toya	No	219	NQRU	1	0	26-Dec-24	28-Dec-24	2	L-H1P	\$114.00	\$114.00	88040501
Totals						7	0			14				

202 E 14 20
 Dun
 75114



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-03-25
07:43

Statement No.

Date: 01-03-25

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-28-24	1363	27138	LITTLE ROCK, AR	369.51		369.51,
12-28-24	1364	27140	LITTLE ROCK, AR	369.51		369.51
12-28-24	1365	27141	LITTLE ROCK, AR	369.51		369.51
12-28-24	1366	27142	LITTLE ROCK, AR	369.51		369.51
12-28-24	1367	27143	LITTLE ROCK, AR	369.51		369.51
12-28-24	1368	27144	LITTLE ROCK, AR	369.51		369.51.
12-28-24	1369	27145	LITTLE ROCK, AR	369.51		369.51'
12-28-24	1370	27146	LITTLE ROCK, AR	369.51		369.51'
12-28-24	1371	27147	VISTA, RIDGE	246.34		246.34
12-28-24	1372	27148	VISTA, RIDGE	246.34		246.34
12-28-24	1373	27149	VISTA, RIDGE	246.34		246.34
12-28-24	1374	27150	VISTA, RIDGE	246.34		246.34
12-28-24	1375	27151	VISTA, RIDGE	246.34		246.34
12-28-24	1376	27152	VISTA, RIDGE	246.34		246.34
12-28-24	1377	27153	VISTA, RIDGE	246.34		246.34



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-03-25
07:43

Statement No.

Date: 01-03-25

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-28-24	1378	27154	VISTA, RIDGE	246.34		246.34
12-28-24	1379	27155	VISTA, RIDGE	246.34		246.34
12-28-24	1380	27156	VISTA, RIDGE	246.34		246.34
12-28-24	1383	27164	SUMMER, CREEK	246.34		246.34
12-28-24	1384	27165	SUMMER, CREEK	246.34		246.34
12-28-24	1385	27166	SUMMER, CREEK	246.34		246.34
12-28-24	1386	27167	SUMMER, CREEK	246.34		246.34
12-28-24	1387	27168	SUMMER, CREEK	246.34		246.34
12-28-24	1388	27169	SUMMER, CREEK	246.34		246.34
12-28-24	1389	27170	SUMMER, CREEK	246.34		246.34
12-29-24	1390	27185	MARION, AR	369.51		369.51
12-29-24	1391	27186	MARION, AR	369.51		369.51
12-29-24	1392	27187	MARION, AR	369.51		369.51
12-29-24	1393	27188	MARION, AR	369.51		369.51



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-03-25
07:43

Statement No.

Date: 01-03-25

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-29-24	1394	27189	MARION, AR	369.51		369.51
12-29-24	1395	27190	MARION, AR	369.51		369.51
12-29-24	1396	27191	MARION, AR	369.51		369.51
12-29-24	1397	27192	MARION, AR	369.51		369.51
Balance Due						10099.94

Aging Summary:

Up to 30	31 - 60	61 - 90	91 and Over
10,099.94	0.00	0.00	0.00

< 300.00 >
9799.94

100 1910 2/7/25
1915

BW Plus Duncanville Dallas

922 E Highway 67
Duncanville, Texas 75137
972-283-3000

Steve Martin
Sandra Meadows Classic

STATEMENT

User: Alena Martinez
Date: December 30, 2024
Time: 3:12 PM

Account #: 00044210

Invoice #	Bill Date	Arrival	Departure	Conf #	Folio #	Description	PO #	Original Amount	Invoice Total
Uninvoiced									
	12/26/24	12/28/24	DD2000403517030828235			Palo Duro 6, Amarillo		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403568630828286			Creek HS 1, Lake		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403584430828302			Hs 7, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403538330828256			Hs 3, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403524830828242			Conway 5, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403580030828298			Hs 3, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403550730828268			Hs 1, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403562030828280			Hs 8, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403582230828300			Hs 5, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403533830828251			Hs 1, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403515830828233			Palo Duro 4, Amarillo		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403522630828240			Conway 3, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403573230828291			Hs 1, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403590130828308			Hs 12, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403545			30828263 Hs 8, Bartlett		\$381.99	\$381.99

Invoice #	Bill Date	Arrival	Departure	Conf #	Folio #	Description	PO #	Original Amount	Invoice Total
Uninvoiced									
					1				
	12/26/24	12/28/24	DD2000403558530828276			Hs 6, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403530530828248			Conway 10, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403513630828231			Palo Duro 2, Amarillo		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403520430828238			Conway 1, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403571030828289			Creek Hs 4, Lake		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403587730828305			Hs 10, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403543930828261			Hs 6, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403555230828273			Hs 4, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403527130828245			Conway 8, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403518130828236			Palo Duro 7, Amarillo		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403569730828287			Creek Hs 2, Lake		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403585530828303			Hs 8, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403539430828257			Hs 4, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403525930828243			Conway 6, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403581130828299			Hs 4, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403552930828270			Hs 2, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403516930828234			Palo Duro 5, Amarillo		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403565330828283			Hs 9, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403583330828301			Hs 6, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403536130828254			Hs 2, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403523730828241			Conway 4, Ar		\$254.66	\$254.66

Invoice #	Bill Date	Arrival	Departure	Conf #	Folio #	Description	PO #	Original Amount	Invoice Total
Uninvoiced									
	12/26/24	12/28/24	DD2000403575430828293			Hs 2, Kinkaid		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403548430828266			Hs 9, Bartlett		\$381.99	\$381.99
	12/26/24	12/28/24	DD2000403560830828278			Hs 7, Huntington		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403531630828249			Conway 11, Ar		\$254.66	\$254.66
	12/26/24	12/28/24	DD2000403514730828232			Palo Duro 3, Amarillo		\$254.66	\$254.66

Handwritten:
Paid
1/7/25
RV

12/26/24	12/28/24	DD2000403521530828239 Conway 2, Ar	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403572130828290 Creek Hs 5, Lake	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403588830828306 Hs 11, Kinkaid	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403544030828262 Hs 7, Bartlett	\$381.99	\$381.99
12/26/24	12/28/24	DD2000403557430828275 Hs 5, Huntington	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403528230828246 Conway 9, Ar	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403512530828229 Palo Duro 1, Amarillo	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403519230828237 Palo Duro 8, Amarillo	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403570930828288 Creek Hs 3, Lake	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403586630828304 Hs 9, Kinkaid	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403540630828258 Hs 5, Bartlett	\$381.99	\$381.99
12/26/24	12/28/24	DD2000403526030828244 Conway 7, Ar	\$254.66	\$254.66
12/26/24	12/28/24	DD2000403553030828271 Hs 3, Huntington	\$254.66	\$254.66
				<u>\$14,897.61</u>

BALANCE DUE: \$14,897.61

*Paid
J & RV*

Transaction Report
DUNCANVILLE NOON LIONS CLUB
July 1, 2023-June 30, 2024

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
Sandra Meadow's Classic								
Sandra Meadow's Expenses								
Hotel Rooms								
01/26/2024	Check	1876	Best Western Plus	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic		-14,027.70	-
01/26/2024	Check	1877	Hilton Garden Inn	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic		-23,730.01	14,027.70
01/26/2024	Check	1878	LaQuinta Inn and Suites	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic		-12,345.25	-
01/26/2024	Check	1879	Hampton Inn & Suites	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic		-3,192.00	50,102.96
Total for Hotel Rooms								53,294.96
Total for Sandra Meadow's Expenses with sub-accounts								-
Total for Sandra Meadow's Classic with sub-accounts								-
TOTAL								53,294.96

Dec 2023 Event

① Could not locate invoice. ^{copy of} Check attached

BW Plus Duncanville Dallas

922 E Highway 67
Duncanville, Texas 75137
972-283-3000

Steve Martin
Sandra Meadows Classic

Account #: 00044210

STATEMENT

User: Alena
Date: January 02, 2024
Time: 2:30 PM

Invoice #	Bill Date	Arrival	Departure	Conf #	Folio #	Description	PO #	Original Amount	Invoice Total
Uninvoiced									
	12/27/23	12/30/23	12/30/23	DD20000005971	30354723	Sandra Meadows 2023		\$13,661.76	\$13,661.76
	12/27/23	12/31/23	12/31/23	DD20001675605	30519634	Christian, Lafayette		\$365.94	\$365.94
								<u>\$14,027.70</u>	
								BALANCE DUE:	<u>\$14,027.70</u>

paid
1/26/24
1874

2023/24

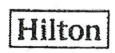
Date	Type	Stay Confirmation Number	Description	Amount
Dec 30, 2023	Tax	3471230253	CITY OCCUPANCY TAX Transferred from Rm 411, TROY TEAM , 2023-12-30	\$7.35
Dec 30, 2023	Tax	3471230253	STATE OCCUPANCY TAX Transferred from Rm 411, TROY TEAM , 2023-12-30	\$6.30

Summary	
Type	Amount
GUEST ROOM	\$21,000.00
PANTRY TAXABLE	\$0.00
CITY OCCUPANCY TAX	\$1,470.00
STATE OCCUPANCY TAX	\$1,260.00
STATE SALES TAX	\$0.01
Guest Paid Out	\$0.00
Folio Balance	\$23,730.01

Hilton Garden Inn

paid 1/24/23
✓ # 1877

Reservations www.hilton.com/en/hilton-garden-inn/1-877-STAY-HGI
The online eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records:
www.privacy.hilton.com





La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-04-24
08:41

Statement No.

*paid 1/24/24
✓ # 1878*

Date: 01-04-24

A/R Account Number: 12

Amount Paid: \$ _____

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-23	858	17157	Clear, Brook	389.85		389.85
12-30-23	859	17163	Visa, Ridge	389.85		389.85
12-30-23	860	17164	Little Rock, Central	389.85		389.85
12-30-23	861	17165	Visa, Ridge	389.85		389.85
12-30-23	862	17167	Visa, Ridge	389.85		389.85
12-30-23	863	17168	Little Rock, Central	389.85		389.85
12-30-23	864	17171	Little Rock, Central	389.85		389.85
12-30-23	865	17172	Little Rock, Central	389.85		389.85
12-30-23	866	17173	Little Rock, Central	389.85		389.85
12-30-23	867	17175	Little Rock, Central	389.85		389.85
12-30-23	868	17176	Visa, Ridge	389.85		389.85
12-30-23	869	17177	Clear, Brook	389.85		389.85
12-30-23	870	17178	Clear, Brook	389.85		389.85
12-30-23	871	17179	Clear, Brook	389.85		389.85
12-30-23	872	17180	Clear, Brook	389.85		389.85



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-04-24
08:41

Statement No.

Date: 01-04-24

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-23	873	17181	Clear, Brook	389.85		389.85
12-30-23	874	17182	Little Rock, Central	389.85		389.85
12-30-23	875	17187	Visa, Ridge	389.85		389.85
12-30-23	876	17190	Visa, Ridge	389.85		389.85
12-30-23	877	17191	Visa, Ridge	389.85		389.85
12-30-23	878	17192	Visa, Ridge	389.85		389.85
12-31-23	880	17210	Marion, Ar	519.80		519.80
12-31-23	881	17211	Marion, Ar	519.80		519.80
12-31-23	882	17212	Marion, Ar	519.80		519.80
12-31-23	883	17213	Marion, Ar	519.80		519.80
12-31-23	884	17214	Marion, Ar	519.80		519.80
12-31-23	885	17215	Marion, Ar	519.80		519.80
12-31-23	886	17216	Marion, Ar	519.80		519.80
12-31-23	887	17217	Marion, Ar	519.80		519.80



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-04-24
08:41

Statement No.

Date: 01-04-24

A/R Account Number: 12

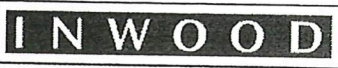
Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
Balance Due						12345.25

Aging Summary:

Up to 30	31 - 60	61 - 90	91 and Over
12,345.25	0.00	0.00	0.00



NATIONAL BANK

Date
Primary Acct No.

2/29/24
XXXXXXXXXXXX7674

Page 3

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1874
2/07/2024

Pay to the Order of Duncanville ISD Nutrition Service \$ 11,432.09
Eleven thousand four hundred thirty two and 09/100 Dollars

For Inv # 2324-0052

#1874 02/07/2024 \$11,432.09

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1876
2/01/2024

Pay to the Order of Best Western Plus Duncanville \$ 14,027.70
Fourteen thousand and twenty seven and 70/100 Dollars

For Acc 4230

#1876 02/01/2024 \$14,027.70

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1877
2/01/2024

Pay to the Order of Hilton Garden Inn \$ 23,730.01
Twenty three thousand seven hundred thirty and 01/100 Dollars

For Inv # 2324-0052

#1877 02/01/2024 \$23,730.01

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1878
2/05/2024

Pay to the Order of Le Quetz Inn & Suites \$ 12,345.25
Twelve thousand three hundred forty five and 25/100 Dollars

For Acc 4230

#1878 02/05/2024 \$12,345.25

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1879
2/02/2024

Pay to the Order of Hampton Inn & Suites \$ 3,192.00
Three thousand one hundred ninety two and 00/100 Dollars

For Group # C-SMC

#1879 02/02/2024 \$3,192.00

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1880
2/06/2024

Pay to the Order of FLAGS Program \$ 750.00
Seven hundred fifty and 00/100 Dollars

For Inv # 2324-0052

#1880 02/06/2024 \$750.00

SANDRA MEADOWS CLASSIC
P.O. BOX 38025
DUNCANVILLE, TX 76116

1881
2/26/2024

Pay to the Order of Shore Grangers \$ 500.00
Five hundred and 00/100 Dollars

For Inv # 2324-0052

#1881 02/26/2024 \$500.00

DATE	TYPE					
Sandra Meadow's Classic						
Sandra Meadow's Expenses						
Hotel Rooms						
02/07/2023	Check	1849 LaQuinta Inn and Suites	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic	-14,095.62	-
02/07/2023	Check	1850 Best Western Plus	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic	-15,861.68	14,095.62
02/07/2023	Check	1851 Hampton Inn & Suites	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic	-6,905.43	29,957.30
02/07/2023	Check	1852 Hilton Garden Inn	Sandra Meadow's Classic:Sandra Meadow's Expenses:Hotel Rooms	Sandra Meadows Classic	-17,881.07	36,862.73
Total for Hotel Rooms					-	54,743.80
Total for Sandra Meadow's Expenses with sub-accounts					\$54,743.80	-
Total for Sandra Meadow's Classic with sub-accounts					\$54,743.80	-
TOTAL					\$54,743.80	-

Dec 2022 event



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: \$

14095.62

*Find ✓ 1849
2/17/23*

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	390	7167	Shreve, Captain	223.74		223.74
12-30-22	391	7168	Shreve, Captain	223.74		223.74
12-30-22	392	7169	Shreve, Captain	223.74		223.74
12-30-22	393	7170	Shreve, Captain	223.74		223.74
12-30-22	394	7171	Shreve, Captain	223.74		223.74
12-30-22	395	7172	Shreve, Captain	223.74		223.74
12-30-22	396	7173	Shreve, Captain	223.74		223.74
12-30-22	397	7174	Shreve, Captain	223.74		223.74
12-30-22	398	7175	Shreve, Captain	223.74		223.74
12-30-22	399	7176	Shreve, Captain	223.74		223.74
12-30-22	400	7177	Vista, Ridge	335.61		335.61
12-30-22	401	7178	Vista, Ridge	335.61		335.61
12-30-22	402	7185	Clear, Brook	335.61		335.61
12-30-22	403	7186	Clear, Brook	335.61		335.61
12-30-22	404	7187	Clear, Brook	335.61		335.61



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	405	7188	Shreve, Captain	223.74		223.74
12-30-22	406	7189	Clear, Brook	335.61		335.61
12-30-22	407	7190	Clear, Brook	335.61		335.61
12-30-22	408	7191	Clear, Brook	335.61		335.61
12-30-22	409	7192	Clear, Brook	335.61		335.61
12-30-22	410	7197	Little Rock, Central	335.61		335.61
12-30-22	411	7198	Vista, Ridge	335.61		335.61
12-30-22	412	7199	Little Rock, Central	335.61		335.61
12-30-22	413	7200	Little Rock, Central	335.61		335.61
12-30-22	414	7201	Little Rock, Central	335.61		335.61
12-30-22	415	7202	Vista, Ridge	335.61		335.61
12-30-22	416	7203	Little Rock, Central	335.61		335.61
12-30-22	417	7204	Little Rock, Central	335.61		335.61
12-30-22	418	7205	Little Rock, Central	335.61		335.61



La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: \$

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	419	7206	Little Rock, Central	335.61		335.61
12-30-22	420	7208	Vista, Ridge	335.61		335.61
12-30-22	421	7209	Vista, Ridge	335.61		335.61
12-30-22	422	7210	Vista, Ridge	335.61		335.61
12-30-22	423	7211	Vista, Ridge	335.61		335.61
12-30-22	424	7212	Vista, Ridge	335.61		335.61
12-31-22	425	7222	Marion, Ar	447.48		447.48
12-31-22	426	7223	Marion, Ar	447.48		447.48
12-31-22	427	7224	Marion, Ar	447.48		447.48
12-31-22	428	7225	Marion, Ar	447.48		447.48
12-31-22	429	7226	Marion, Ar	447.48		447.48
12-31-22	430	7227	Marion, Ar	447.48		447.48
12-31-22	431	7228	Marion, Ar	447.48		447.48
12-31-22	432	7229	Marion, Ar	447.48		447.48
				Balance Due		14095.62

Invoice for Sandra Meadows Classic
For Stays 12/27-31/2022 at Best Western Plus Duncanville

Name Steve Martin, Sandra Meadows
 Email
 Tel

Joe 8/11/23 K 185

Rm Count	Rm #	Conf	First Name and Last Names of those in Room	Arr Date	Dep Date	Room Type	Rate	Nights	Subtotal	Tax	Total
1	103	DD000180908	Amarillo2, Palo Duro	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
2	104	DD000181011	Amarillo3, Palo Duro	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
3	112	DD000181280	Amarillo3, Palo Duro	12/27/22	12/30/22	K	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
4	217	DD000181291	Amarillo3, Palo Duro	12/27/22	12/30/22	K	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
5	113	DD000181022	Amarillo4, Palo Duro	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
6	212	DD000181033	Amarillo5, Palo Duro	12/27/22	12/30/22	K	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
7	115	DD000180896	Amarillo1, Palo Duro	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
8	300	DD000180795	Barlett1, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
9	310	DD000180885	Barlett10, HS	12/27/22	12/31/22	K	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
10	301	DD000180807	Barlett12, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
11	302	DD000180818	Barlett3, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
12	303	SS000180829	Barlett4, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
13	304	DD000180830	Barlett5, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
14	305	DD000180841	Barlett6, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
15	306	DD000180852	Barlett7, HS	12/27/22	12/31/22	QQ	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
16	311	DD000180863	Barlett, HS	12/27/22	12/31/22	K	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
17	312	DD000180874	Barlett, HS	12/27/22	12/31/22	K	\$ 109.00	4	\$ 436.00	\$ 30.52	\$ 466.52
18	321	DD000181303	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
19	322	DD000191303	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
20	323	DD000181325	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
21	326	DD000181336	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
22	319	DD000181347	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
23	227	DD000181358	Conway, Ar	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
24	210	DD000181369	Conway, Ar	12/27/22	12/30/22	K	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89

25	226	DD000181460	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
26	200	DD000181471	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
27	201	DD000181482	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
28	202	DD000181493	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
29	203	DD000181516	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
30	204	DD000181527	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
31	205	DD000181538	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
32	214	DD000181549	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
33	215	DD000181550	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
34	219	DD000181561	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
35	218	DD000181459	Hs,Fayetteware	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
36	221	DD000181370	Word,Incarnate	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
37	222	DD000181381	Word,Incarnate	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
38	224	DD000181392	Word,Incarnate	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
39	324	DD000181404	Word,Incarnate	12/27/22	12/30/22	QQ	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
40	208	DD000181426	Word,Incarnate	12/27/22	12/30/22	KS	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
41	209	DD000181437	Word,Incarnate	12/27/22	12/30/22	KS	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
42	206	DD000181448	Word,Incarnate	12/27/22	12/30/22	KS	\$ 109.00	3	\$ 327.00	\$ 22.89	\$ 349.89
Grand Total									\$ 15,861.68		

Hilton Garden Inn

SANDRA MEADOWS TEAMS BLOCK
300 E WHEATLAND RD
DUNCANVILLE TX 75116
UNITED STATES OF AMERICA

SMDK
12/27/2022 12:00:00 AM
1/1/2023 12:00:00 AM

Rate Plan:
HH #
AL:
Car:

1/16/2023

1/16/2023	CITY OCCUPANCY TAX frfr [RTD FR RM PARKWAY GROUP 533] **BALANCE**	RDENT7	2128856	\$6.44	
					\$17,581.07

Paid
2/1/23
✓ # 1852

453615 A

House Account Folio

House Account Details

Name	Levega
Account Number	6
Address	
City, State, Zip Code	
Country	

Additional Details

Start Date	Dec 30, 2022
End Date	
Type	PERMANENT
Status	OPEN
Bill Number	
Tax Exemption	No

Company Details

Name
Tax ID
PO Number
Account Name

Date	Type	Description	Amount
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	\$115.00

Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Jan 07, 2023	Charge Adjustment	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	\$1,698.00
Jan 07, 2023	Tax Adjustment	ROOM - CITY OCC TAX	\$118.86
Jan 07, 2023	Tax Adjustment	ROOM - STATE OCC TAX	\$101.88

Summary

Type	Amount
GUEST ROOM	\$3,308.00
ROOM - CITY OCC TAX	\$231.56
ROOM - STATE OCC TAX	\$198.48
Folio Balance	\$3,738.04

PROforma
A-Z Specialties

Phone: 972.709.0015
Fax: 972.709.8893
azspecialties.com

Total
\$6,905.43

Paid
2/1/23
\$1851

• Promotional Products • Printing • Business Forms



Hampton Inn and Suites by Hilton-Duncanville Dallas,
TX
Duncanville 75116 US
4698686481
DALDV_Hampton_Suites@Hilton.com

Date Range: Dec 27, 2022 - Feb 06, 2023

Tax ID :

*paid 2/7/23
1851*

House Account Folio

House Account Details

Name Peraland
Account Number 3
Address
City, State, Zip Code
Country

Additional Details

Start Date Dec 27, 2022
End Date
Type PERMANENT
Status OPEN
Bill Number
Tax Exemption No

Company Details

Name
Tax ID
PO Number
Account Name

Date	Type	Description	Amount
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	\$115.00
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	\$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	\$129.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$7.74
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$9.03
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 316, Andre Stokes , 1	\$115.00
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	\$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	\$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	\$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	\$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	\$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	\$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 316, Andre Stokes , 1	\$115.00

Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	\$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	\$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	\$129.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$9.03
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$7.74
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	\$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	\$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	\$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	\$130.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$9.10
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$7.80
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	\$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	\$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	\$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	\$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	\$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 316, Andre Stokes, 1	\$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	\$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	\$6.90

Summary

Type

Amount

GUEST ROOM	\$2,803.00
ROOM - CITY OCC TAX	\$196.21
ROOM - STATE OCC TAX	\$168.18
Folio Balance	\$3,167.39

find for 1857
2/17/23



City of Duncanville HOT Funds Administration- Compliance and Oversight

Date: Monday, October 27, 2025

Applicant: Duncanville Lions Club (Non-Profit, established November 1973)

Event: 75th Annual Sandra Meadows Classic (High School Girls' Basketball Tournament)

Dates: December 29–31, 2025

Total Projected Cost: \$124,900

Original Request Amount: **\$90,000**

Recommended Amount: **\$75,000**

Applicant Presentation to City Council: November 18, 2025

Executive Summary and Funding Recommendation

It is recommended that the Duncanville Lions Club be awarded **\$75,000** in Hotel Occupancy Tax (HOT) funding for the 75th Annual Sandra Meadows Classic. This recommendation represents a significant level of support, commensurate with the documented historical economic impact of the event, but it is reduced from the requested \$90,000 due to the exclusion of certain expenses, notably fees for officials and trophies, which are legally ineligible uses of HOT revenue.

The event strongly supports the purpose of HOT funds by generating substantial economic activity at local hotels during period between Christmas and New Year's.

Ineligible Expenses Analysis

The total projected cost for the event is \$124,900. Based on state eligibility restrictions, two line items included in the application's projected expenses, totaling **\$19,600**, are ineligible for HOT funding reimbursement:

Expense Category	Projected Cost	Reason for Ineligibility (Source)
Officials/Referees	\$17,000	HOT applies only to lodging costs, not to personal service fees paid to individuals. Officials' fees are considered taxable income or fees for independent contractors, which are not subject to the hotel tax. This falls under the category of separately charged items.
Trophies	\$2,600	HOT revenue must be restricted to promoting tourism and the convention/hotel industry. Trophies are considered a one-off expense that does not directly fulfill the requirement of generating overnight stays or supporting tourism activities.



Total Ineligible Costs	\$19,600	
------------------------	----------	--

The recommended award of \$75,000 acknowledges the ineligibility of these items while covering substantial eligible costs, primarily the expense designated for hotel rooms.

Conditions for Funding Award

- The **City of Duncanville logo** must be included in **all marketing and advertising materials** related to the 75th Annual Sandra Meadows Classic.
- The City of Duncanville must be prominently featured on the event's **social media posts, website (sandrameadowsclassic.com)**, and **all printed materials**, including programs and promotional items.

Example Letter for Information Packet Sent to Traveling Teams

The Duncanville Lions Club utilizes direct correspondence with traveling teams (17 teams) as its primary promotional effort. The packet is designed to highly encourage parents and others to use Duncanville **hotels and includes information on local establishments.**

Packet Title: 75th Annual Sandra Meadows Classic: Official Team Information & Lodging

(Header graphic containing the tournament logo and the mandated City of Duncanville logo)

Welcome to Duncanville!

The Duncanville Lions Club and the City of Duncanville are thrilled to host your team for the 75th Annual Sandra Meadows Classic, December 29–31, 2025!

1. Tournament Lodging (STAY LOCAL & SAVE)

We have secured special negotiated rates at our preferred partner hotels. By booking through these dedicated blocks, you directly support this historic event and ensure easy logistics. We **highly encourage** all parents, family members, and fans traveling with the team from outside the immediate area to utilize Duncanville hotels.

Official Team Hotels (Located in Duncanville):

- **Hampton Inn & Suites**
- **La Quinta by Wyndham**
- **Hilton Garden Inn**
- **Best Western**

(Instructions included on how to reserve rooms using the negotiated group code)

2. Local Dining & Hospitality



Explore Duncanville's dining options during your stay! Information on area eating establishments is included below (and attached separately).

3. Key Event Contacts & Links

- **Official Tournament Website:** [sandrameadowsclassic.com] (Supported by the City of Duncanville)
- **Social media:** Follow us on [Facebook] and [Instagram] for real-time updates! (In partnership with the City of Duncanville)

4. Tournament Venue:

Duncanville High School Arena

(Address and parking information)

5. City of Duncanville Support

This event is made possible through the generous support of the City of Duncanville Hotel Occupancy Tax (HOT) fund, which promotes tourism and local economic growth. We thank the city for its partnership!

(Footer containing Tournament Contact and City of Duncanville logo)

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET IN AN AMOUNT NOT TO EXCEED \$75,000 TO DUNCANVILLE LIONS CLUB, TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of The Duncanville Lions Club finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-XXX authorizing a Hotel Occupancy Tax Grant in an amount not to exceed seventy-five thousand dollars and zero cents (\$75,000.00) to The Duncanville Lions to promote Duncanville tourism through a nationally recognized event.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

Resolution No. 2025-XXX

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE OF DUNCANVILLE, TEXAS, AND THE DUNCANVILLE LIONS CLUB FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville of Duncanville, Texas (THE CITY OF DUNCANVILLE) and the Duncanville Lions Club (DUNCANVILLE LIONS CLUB).

WHEREAS, the Duncanville Lions Club has requested a Hotel Occupancy Tax grant to 210 Lions Trail, Duncanville Texas 75116

WHEREAS, the City of Duncanville of Duncanville has considered the request from The Duncanville Lions Club that directly enhances and promotes tourism in the City of Duncanville; by way of overnight guests and explicit print or other media promotion, of the City of Duncanville of Duncanville , not merely hosting a popular event.

WHEREAS, the goal of this AGREEMENT is to attract future visitors to the City of Duncanville of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY OF DUNCANVILLE and the Duncanville Lions Club as follows:

GENERAL PROVISIONS

The City of Duncanville Hotel Occupancy Funds Shall only be used for those activities associated with the Visitor Center as covered under this AGREEMENT.

Section4. Authorization of Payment. Subject to the Duncanville Lions Club satisfactory performance and compliance with the terms of this AGREEMENT, the CITY OF DUNCANVILLE agrees to pay the Duncanville Lions Club \$75,000 from Hotel Occupancy Tax Funds. Payment will be made after the event has ended - and within thirty (30) days of receiving the required reports.

- i. Hotel Rooms Statement(s)
- ii. Receipts for all payments for hotel rooms, tourists' transportation
- iii. Proof of The City of Duncanville of Duncanville Marketing and promotional materials distributed to public, event attendees, and online
- iv. Payment records for stipends made to staffing for the event
 - a. Staff name
 - b. Duty for the event
 - c. Hours Worked
 - d. Amount of payment

Section 5. Appeal Process. If the DUNCANVILLE LIONS CLUB wishes to appeal the decision of the CITY OF DUNCANVILLE, the DUNCANVILLE LIONS CLUB must present their appeal in writing within ten (10) business days of funding denial to the City of Duncanville Manager.

Section 6. Rights. The City of Duncanville of Duncanville has the right, at any time, to inspect the books or records of the DUNCANVILLE LIONS CLUB that may relate to the performance of this AGREEMENT. The CITY OF DUNCANVILLE, at its sole expense, has the right to conduct an audit of the DUNCANVILLE LIONS CLUB, event, or project.

Section 7. Term. The AGREEMENT shall become effective as of October 1, 2025, and the AGREEMENT shall terminate on September 30, 2026, or once the terms have been met, whichever occurs first. Either party does hereby reserve the right to terminate this agreement without cause upon ten (10) days with written notice. Termination and notice shall constitute final payment without further obligation of both parties past the date of termination.

Section 8. Recapture Provision. In the event the Duncanville Lions Club does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Duncanville Lions Club, pursuant to the provisions herein shall refund the CITY OF DUNCANVILLE an amount equal to the sum of the grant payments actually paid by the CITY OF DUNCANVILLE to the Duncanville Lions Club immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate 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 the CITY OF DUNCANVILLE) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The DUNCANVILLE LIONS CLUB agrees to defend, indemnify, and hold harmless the CITY OF DUNCANVILLE, The City of Duncanville Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal in my (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the DUNCANVILLE LIONS CLUB's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the DUNCANVILLE LIONS CLUB, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY OF DUNCANVILLE, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the DUNCANVILLE LIONS CLUB and the CITY OF DUNCANVILLE under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY OF DUNCANVILLE that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY OF DUNCANVILLE reserves the right to terminate this AGREEMENT if the DUNCANVILLE LIONS CLUB fails to comply with any term of the AGREEMENT, including the inability of the DUNCANVILLE LIONS CLUB to conform to any change required by federal, and state or local laws or regulations. The CITY OF DUNCANVILLE shall provide written notification to the DUNCANVILLE LIONS CLUB of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY OF DUNCANVILLE may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the DUNCANVILLE LIONS CLUB shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY OF DUNCANVILLE.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing delivered electronically or in person to

To the CITY OF DUNCANVILLE at:

The City of Duncanville Administration
Attn.: Angel Deal
203 E. Wheatland Rd.
Duncanville, TX 75116
angel.deal@duncanvilletx.gov

To the DUNCANVILLE LIONS CLUB at:

Duncanville Lions Club
Attn.: Steve Rutherord
210 Lions Trail
Duncanville, TX 75116

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions,

covenants, or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY OF DUNCANVILLE and DUNCANVILLE LIONS CLUB make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

**THE CITY OF DUNCANVILLE OF DUNCANVILLE, TEXAS
CLUB**

DUNCANVILLE LIONS

Richard Abernethy
Interim The City of
Duncanville Manager

Steve Rutherford
Duncanville Lions Club

ATTEST:

Chiquita Taylor
The City of Duncanville Secretary



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a resolution to approve a Hotel Occupancy Tax (HOT) Fund Grant for the 2026 Fiscal Year Budget to the Texas Association of Basketball Coaches

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Advance: Marketing Strategy of the City and Community Engagement Plan Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

The Texas Association of Basketball Coaches (TABC) Showcase offers college coaches, high school coaches and officials the opportunity to witness the expertise of each other and to recognize the value of their professions. It also allows parents and students to enhance their knowledge of the recruiting process in a first class facility

POLICY EXPLANATION:

Local HOT revenue may only be used to promote tourism and the convention and hotel industries. The primary goal is to fund projects and activities that attract overnight tourists and thus increase hotel stays. Other categories considered in this application:

Advertising and promotional programs to attract tourists.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	Purchase Amount	After Encumber
\$345,800	\$17,500	\$328,300

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

TABC FY 2026, Marketing Plan and Schedule TABC Boys Basketball Showcase
Duncanville 2026, 2026 Texas Association Basketball Coaches HOT Funds Application
Briefing, Resolution No. - 2025-XXX - FY 26 HOT Funds Request - TABC



HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW FUNDING APPLICATION FORM

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry.

Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:

- a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.
- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. the commercial center of the city;
 - 2. a convention center in the city;

3. other hotels in or near the city; or
4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

- h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by July 31st.** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

Eligibility and Priority for Hotel Tax Funds: *Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.* The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting that will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact to the city. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

Supplemental Information Required with Application: Along with the application, please submit the following:

_____ Proposed Marketing Plan for Funded Event
_____ Schedule of Activities or Events Relating to the Funded Project _
_____ Past Marketing Materials used to promote the event

Please Submit to: Clay Mansell
 Economic Development Administrator

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.5090.
Or email, eco@duncanvilletx.gov



Hotel Occupancy Funding Application

Date: **August 19, 2025**

Organization Information

Name of Organization: **Texas Association of Basketball Coaches**

104 Industrial Blvd. Suite 208, Sugar Land, Tx. 77478

Mailing Address: **TABC, PO Box 2886, Sugar Land, Texas 77487**

Contact Name: **Johnie B. "Hawk" Carter**

Contact Phone Number: **713-294-9972**

Web Site Address for Event or Sponsoring **www.tabchoops.org**

Non -Profit or For -Profit Status: **Non Profit**

Tax ID #: **74-2277670**

Entity's Creation Date: **April, 1976**

Purpose of your organization: **Promote basketball throughout the state. Help coaches and kids.to experience the college recruiting process. It enables student athletes to display their skills in a team setting in front of college coaches from around the nation while being sanctioned by the NCAA, NFHS, NHSBCA, and the UIL.**

Event Information

Name of Event or Project: **TABC Boy's Basketball Showcase/June Scholastic Event**

Date of Event or Project:

June 26-28, 2026

Primary Location of Event or Project: **Duncanville Fieldhouse**

Amount Requested: **\$30,000**

How will the funds be used?

Funds will be used to sponsor 30 scholarships of \$1,000 each for student-athletes and student managers in Texas high Schools and to help with costs for future Showcases. Funds will also be used to help sponsor hospitality /catering meals for college coaches at Duncanville Fieldhouse/Duncanville HS (which are catered by local businesses), provide meeting rooms for referees and their workshops, and to offset the costs of workers and staff from the immediate Duncanville area.

Primary Purpose of Funded Activity/Facility:

Duncanville Fieldhouse is the headquarters for the TABC Showcase. It offers college coaches, high school coaches and officials the opportunity to witness the expertise of each other and to recognize the value of their professions. It also allows parents and students to enhance their knowledge of the recruiting process in a first class facility.

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

5% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

15% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities **40 %**

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category:
\$ 20,000

In detail, describe how the funds will be used and include appropriate documentation.

Over 200 officials participated in this past year's event which included high school officials from the state of Texas and college officials from around the country. These officials were a part of the convention/training workshops and on-court participation throughout the event in hopes of becoming better at their craft and enhancing employment opportunities in the future. Over 300 colleges were in attendance to evaluate players as well as officials. The officials cost nearly \$85,000 this past year for officiating over 780 games.

- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category:
\$ 10,000

In detail, describe how the funds will be used and include appropriate documentation.

TABC uses all of our social media platforms, our website, Instagram, twitter, email lists, Print media, NCAA/NFHS/NHSBCA websites, AP, as well as local media.

- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$
-

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category:**
\$0.00

How many individuals are expected to participate in the sporting related event? **8000**

How many of the participants at the sporting related event are expected to be from another city or county? **40%**

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

Over 500 teams will be participating in the event. (Approx. 6500 players, 1500 high school coaches, 300 college colleges attending, 250 officials, 10,000 family/fans) Most of these will stay in the Duncanville area hotels, eat at Duncanville restaurants, gas up at Duncanville gas stations, shop at Duncanville area stores/outlets.

In detail, describe how the funds will be used and include appropriate documentation.

All the funds will be used to make the event a huge success for both TABC and the Duncanville area hotels, eateries, stores, and the City of Duncanville.

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$__**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: **5 years**
2. Expected Attendance: **12,000**
3. How many people attending the Event or Project will use Duncanville hotels? **40%**

Number of rooms rented for your event: Not Known, yet.

4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at Which hotels? **Not yet.**

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used: **N/A**

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
-----------------	-------------------	----------------------------

*** Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **TABC will survey teams/coaches/officials about their hotel use for the event.**

7. Please list other organization, government entities, and grants that have offered financial support to your project: Not any.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
\$30,000-\$35,000. Profit will used to help pay staff, employees, expenses. We only charge \$10 per day for admission to help families and fans to be able to enjoy the event at affordable prices.

-
9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 0.00
Radio: \$ 0.00
TV: \$ 0.00
Other Paid Advertising: \$ 0.00

Number of Press Releases/Media Alerts sent to the Media: _____ Number
of Direct Mailings to out-of-town recipients: **Numerous** _____

Other Promotions: **TABC Website X Social Media Texts Constant Contact**

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **YES**

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

TABC will discuss discount rates with the hotels in hopes that they give us the best rates possible.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

All of our social media sites will highlight Duncanville Fieldhouse, Duncanville HS, and surrounding Hotels in our promotions.

-
13. What geographic areas does your advertising and promotion reach? **Texas and the entire nation.**

-
14. How many individuals will your proposed marketing reach that are in another city or county?
75,000

-
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to: Clay Mansell
Economic Development Administrator

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.5090.
Or email, eco@duncanvilletx.gov

PROPOSED MARKETING PLAN AND SCHEDULE FOR TABC BOY'S BASKETBALL SHOWCASE 2026

The marketing plan for the TABC Boy's Basketball Showcase to be held in Duncanville, will consist of and are not limited to, emailing, texting, calling, social media outlets, videos, Newsletters, website, and constant contact to reach out to past and future attendees, college coaches, high school coaches, officials, sharing information about the event and the City of Duncanville to the various sanctioning bodies, the NCAA, NFHS, NAIA, NJCAA, NHSBCA, and the UIL. Print media, such as the AP, will also be used, as well as local papers. With this strategy, we will reach well over 100,000 people who will hear about the venues and become familiar with all of the hotels, restaurants, and shopping areas. These are some of the same strategies that we have used in the past.

All games will be live-streamed, also, further increasing exposing thousands to the city of Duncanville.

EVENT SCHEDULE

Friday, June 26, 2026, 10 am-10 pm

Saturday, June 27, 2026, 8 am-10 pm

Sunday, June 28, 2026, 8 am-6 pm.

Johnnie B. "Hawk" Carter

Executive Director

Texas Association of Basketball Coaches

713-294-9972 cell

281-313-8222 office



City of Duncanville HOT Funds Administration – Compliance and Oversight

Date: Thursday, October 30, 2025

Applicant: Texas Association of Basketball Coaches (TABC)

Event: TABC Boys' Basketball Showcase / June Scholastic Event

Dates: June 26-28, 2026, at the Duncanville Fieldhouse

Executive Summary and Funding Recommendation

This document provides a comprehensive analysis of the Hotel Occupancy Tax (HOT) fund application submitted by the Texas Association of Basketball Coaches (TABC) for its Boys' Basketball Showcase. The analysis reveals significant discrepancies between the requested use of funds and the legal restrictions governing HOT fund allocation under Texas state law.

The TABC requested funding, cited as both \$30,000 in its application and 60,000 in the review document, for its event scheduled for June 26-28, 2026. A primary component of the request—30,000 for student scholarships—was deemed ineligible as it constitutes a general educational purpose, which is explicitly prohibited for HOT fund use. Further complicating the review are critical data deficiencies, including a lack of historical documentation for hotel room bookings and conflicting information regarding the event's history. The application claims a five-year history for the event, however the first event at the Duncanville Fieldhouse.

Consequently, the final recommendation is a significantly reduced funding amount of **\$17,500**. This sum is allocated strictly to eligible categories: **\$15,000 for the registration of convention delegates** and **\$2,500 for advertising and promotional programs** designed to attract tourists to Duncanville.

Funding Application Overview

Applicant and Event Profile

- **Organization:** Texas Association of Basketball Coaches (TABC)
- **Status:** Non-Profit (Tax ID #: 74-2277670), established in April 1976.
- **Stated Purpose:** To promote basketball throughout Texas and facilitate the college recruiting process for student athletes by providing a showcase for their skills in



front of college coaches. The event is sanctioned by the NCAA, NFHS, NHSBCA, and UIL.

- **Event History:** The application states the event has been held for five years.

Funding Request Details

The application dated August 19, 2025, details a request for \$30,000. However, the final recommendation document states, "The total request of the application = \$60,000."

Proposed Use of Funds (as stated by TABC):

- Sponsor 30 scholarships of \$1,000 each for student-athletes and student managers.
- Help with costs for future Showcases.
- Sponsor hospitality and catering for college coaches at Duncanville facilities.
- Provide meeting rooms for referees and their workshops.
- Offset costs for workers and staff from the Duncanville area.

Categorical Breakdown of Request (as stated by TABC):

- **\$20,000** under Category (b): Registration of Convention Delegates.
 - *Justification:* Costs associated with over 200 high school and college officials participating in training workshops and on-court officiating for over 780 games. The total cost for officials in the prior year was nearly \$85,000. Over 300 colleges were also in attendance.
- **\$10,000** under Category (c): Advertising, Solicitations, Promotional programs.
 - *Justification:* Promotion via TABC's social media platforms (Instagram, Twitter), website, email lists, print media, partner websites (NCAA/NFHS/NHSBCA), AP, and local media.



Projected Event Impact and Scope

The application provides the following projections to demonstrate the event's potential economic impact and ability to generate overnight tourism.

Metric	Projection from TABC Application
Expected Attendance	12,000
Participant Breakdown	500+ teams (~6,500 players), 1,500 high school coaches, 300 college coaches, 250 officials, 10,000 family/fans
Out-of-Town Participants	40% of 8,000 participants
Hotel Usage	40% of attendees expected to use Duncanville hotels
Room Block Status	Not yet reserved; number of rooms "Not Known, yet"
Marketing Reach	75,000 individuals in other cities or counties
Event Net Profit	Anticipated at \$30,000 - \$35,000
Use of Net Profit	To help pay staff, employees, and cover expenses

Staff Review and Final Recommendation

The review of the TABC application identified several key issues related to data validation and the eligibility of requested expenditures under state law, leading to a recommendation for substantially reduced funding.

Key Deficiencies Identified

- 1. Ineligible Use of Funds for Scholarships:** The review explicitly disallows the use of HOT funds for scholarships. According to the Texas Comptroller of Public Accounts, these funds must be used exclusively to promote tourism and the convention/hotel industry. Scholarships are considered a "general educational purpose" and a form of "general funding for individuals," neither of which falls under the legally permitted uses.
- 2. Lack of Data Validation:** The review notes a critical absence of supporting data.



- There is no historical data to validate the numbers presented in the application.
- The applicant failed to provide documentation of unique room bookings with Duncanville hotels from any previous events.

3. **Conflicting Event History:** There is a direct contradiction regarding the event's history. The application claims the event has been held for **five years**, while the review states, "As this is the **first event of this kind from this organization...**"

Final Funding Decision

Based on the identified deficiencies, particularly the ineligibility of scholarship funding, the recommendation is to approve **\$17,500** of the requested amount.

Funding Category	Amount Requested (TABC)	Amount Recommended	Justification for Recommendation
(b) Registration of Convention Delegates	\$20,000	\$15,000	Funds are approved for eligible costs associated with registering delegates (officials, coaches) but are reduced from the original request.
(c) Advertising & Promotional Programs	\$10,000	\$2,500	Funds are approved for eligible marketing efforts to attract tourists but are reduced from the original request.
General Use of Funds / Scholarships	(\$30,000 implied for scholarships)	\$0	Disallowed as per state law prohibiting HOT funds for general educational purposes.
Total	\$30,000 (per application)	\$17,500	Total Approved Funding



Hotel Occupancy Tax (HOT) Fund Regulations

The allocation of HOT funds by the City of Duncanville is governed by Chapter 351 of the Texas Tax Code. The primary mandate is that funds may only be used to directly promote tourism and the hotel and convention industry. Priority is given to events that can prove their ability to generate overnight visitors in Duncanville.

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET IN AN AMOUNT NOT TO EXCEED \$17,500 TEXAS ASSOCIATION OF BASKETBALL COACHES DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of Hoopfest Basketball, LLC finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-XXX authorizing a Hotel Occupancy Tax Grant in an amount not to exceed SEVENTEEN THOUSAND FIVE HUNDRED AND ZERO CENTS (\$17,500.00) to TEXAS ASSOCIATION OF BASKETBALL COACHES to promote Duncanville tourism through a nationally recognized event.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

Resolution No. 2025-XXX

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Consider a resolution approving a Hotel Occupancy Tax (Hot) Fund Grant for the 2026 fiscal year budget to Great American Shoot Out (GASO)

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Advance: Marketing Strategy of the City and Community Engagement Plan Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

The 2025 GASO event series, held over six weekends, attracted 979 teams and generated significant visitor traffic, with total attendance figures cited between 25,454 and 27,083 people. While the events clearly drive hotel stays, there are notable discrepancies across source documents regarding key metrics such as the total number of hotel nights created (ranging from 3,420 to 5,108) and the calculation methodology for overnight stays.

For fiscal year 2025, GASO reported total reimbursable expenses of \$233,250.60, primarily for referee services, gym rentals at the Duncanville Fieldhouse, and catering. The organization received a \$60,000 HOT grant from the city of Duncanville against these costs.

POLICY EXPLANATION:

Local HOT revenue may only be used to promote tourism and the convention and hotel industries. The primary goal is to fund projects and activities that attract overnight tourists and thus increase hotel stays. Other categories considered in this application:

Advertising and promotional programs to attract tourists.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$345,800

Purchase Amount

\$75,000

After Encumber

\$270,800

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

GASO HOT Event Policy and Application 2026 11_18, GASO Budget Sample, GASO Dville 2025 Teams and Hotels, Great American Shoot-Out GASO HOT Fund Application Brief 11_18_2025, Resolution No. - 2025-XXX - FY 26 HOT Funds Request - GASO, Exhibit B- HOT Funds Agreement-Great American Shoot Out GASO FY2026



Hotel Occupancy Funding Application

Date: 8/14/25

Organization Information

Name of Organization: Great American Shoot-Out / GASO Basketball Events LLC

Address: 12405 Water Oak Drive

City, State, Zip: Fort Worth Texas 76244

Contact Name: Sam Lowe Contact Phone Number: 214 207 4473

Web Site Address for Event or Sponsoring

Entity: www.greatamericanshootout.com

Non-Profit or For-Profit Status: For Profit Tax ID #: 33 - 3342593

Entity's Creation Date: June 1988

Purpose of your organization: The event is built on the platform of welcoming players, parents, fans college coaches and officials to one site for a complete experience beyond just basketball.

Event Information

Name of Event or Project: Great American Shoot-Out

Date of Event or Project: March 21-22, April 3-4, April 24-26, May 15-17, July 9-12, July 17-19, 2026

Primary Location of Event or Project: Duncanville Fieldhouse and high school

Amount Requested: \$ 75,000

How will the funds be used? Funds will be used to host the referee camps/conventions in which they attend from across Texas and the US. Also, funds will be used to host college coaches in attendance as we welcome them with their own meeting rooms to circulate and talk about their trade secrets and job opportunities in a convention type setting. The host rooms we provide for the officials and college coaches will also be catered through Duncanville Fieldhouse using local businesses and the catering costs will also be funds used by the HOT Grant. We also use multiple promotional/advertising instruments to reach the traveling participants and attendees such as our website, social media, texted, constant contact and flyers.

Primary Purpose of Funded Activity/Facility:

To bring coaches, players, officials, families and college coaches into the same environment for a complete e

Experience that covers many aspects of the game of basketball from occupations such as refereeing and coaching

As well as playing opportunities at the high school and college level

Percentage of Hotel Tax Support of Related Costs

____ 15 % Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

____ 10% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded

____ 20% Event Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities ____ 60%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ ____

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category:

\$75,000

In detail, describe how the funds will be used and include appropriate documentation
Officials attending the event come from across Texas and much of the southwest United States. They attend the training clinics/conventions to work on their craft and prepare for The upcoming season as they are college referees. College coaches also attend and are supplied meeting areas and hospitality areas as part of the event weekends

X **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates**
or registrants to the municipality or its vicinity. Amount requested under this category:

\$ 75,000

In detail, describe how the funds will be used and include appropriate documentation.
While the referee/coach attendees will run more than \$75,000 requested, we use multiple
advertising, web and social media constructs to reach out audience. Twitter, Instagram,
website, textedly, constant contact are all part of our reach into the attendees to Duncanville

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention**
Industry: the encouragement, promotion, improvement, and application of the arts that can be
shown to have some direct impact on tourism and the hotel/convention industry. The impact may
be that the art facility or event can show hotel nights that are booked due to their events or that
guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music,
dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture
photography, graphic and craft arts, motion picture, radio, television, tape and sound recording,
and other arts related to the presentation, performance, execution, and exhibition of these major
art forms: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **e) Historical restoration and preservation projects or activities or advertising and**
conducting solicitation and promotional programs to encourage tourists and convention
delegates to visit preserved historic sites or museums. Amount requested under this category:
\$ _____

In detail, describe how the funds will be used and include appropriate documentation.

X **f) Expenses, including promotional expenses, directly related to a sporting event in which**
most participants are tourists. The event must substantially increase economic activity at hotels
within the city or in its vicinity. Amount requested under this category:

\$000 _____

How many individuals are expected to participate in the sporting related event? _____

25000+ attendees over 6 weekends

How many of the participants at the sporting-related event are expected to be from another city or county? 40%

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

Teams will be attending from across the state and country. They will be in town for 2-4 days at each

Weekend event. Team use the closest and most convenient hotels possible when traveling to our events

So most will end up in Duncanville hotels, eating at local restaurants and spending money in the

Duncanville community as they want to be as close to Duncanville Fieldhouse and high school as

Possible.

In detail, describe how the funds will be used and include appropriate documentation.

All the funds can and will be used for the college coach and referee conventions and the advertising expense to draw them to Duncanville. This category will be self funded by the event but it shows the hotel and travel impact.

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____**

What sites or attractions will tourists be taken to by this transportation? _____

**Will members of the public (non-tourists) be riding on this _____
transportation? What percentage of the ridership will be local citizens?**

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 38 years / 16 years in Duncanville
2. Expected Attendance: 25000+ over 6 weekends
3. How many people attending the Event or Project will use Duncanville hotels?
40% of referees college coaches and teams will need hotels
4. Number of rooms rented for your event: exact county hard to determine but
1000's of people will need hotels for multiple events over the 6 weekends.
5. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels?

We allow each hotel to charge the price they determine is best for their business. We list the following hotels as preferred lodging locations for the events:

Hilton Garden Inn, Best Western Plus, La Quinta, Holiday Inn Express, Hampton Inn and Suites

All the above locations in Duncanville get natural business from teams, referees and coach groups

In Duncanville for the events.

6. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
April to July 2024	\$60,000	Area hotels receive the bulk
April to July 2023	\$60,000	Of the 1000s of participants
April to July 2022	\$50,000	Looking for hotels close by

* Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.)?

If a city requests, we can provide surveys of hotels used for event weekends.

7. Please list other organization, government entities, and grants that have offered financial support to your project:

NONE

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Admission is charged to the team/attendees. A profit is expected of about \$15,000 to 25,000 per weekend with costs going to event staff. GASO carries 4 full time

Employees that work to provide and advance the events each year.

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: \$

Radio: \$

TV: \$

Other Paid Advertising: \$10,000

\$approx

Number of Press Releases/Media Alerts sent to the Media: _____

Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: Paid advertising is through website, social media, textedly, constant contact

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? YES

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Hotels are encouraged to charge the rate to best benefit their business

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Our social media and email campaigns push the referee groups, college coaches, teams and fans attending to visit, stay and enjoy Duncanville

13. What geographic areas does your advertising and promotion reach? We reach people across the State of TEXAS, heavily in the SW USA and all parts of the country.

14. How many individuals will your proposed marketing reach that are in another city or county? We reach thousands of teams/groups/refs/college coaches which when combined is easily in the 50,000+ range when combined

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____ %

Please Submit to the attention of:

Duncanville Economic Development

Mail To:

P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:

Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call: 972.780.5000.

Or email: eco@duncanvilletx.gov

GASO OUTLOOK 2026

TO: Duncanville City Council and Economic Development Team

FROM: Sam Lowe, GASO

August 14, 2025

Below, I have attached the HOT Grant Application for Great American Shoot-Out for our events in the Spring and Summer of 2026 in Duncanville Texas. We proudly return to Duncanville next year for the 17th year.

While our events do encompass a component of athletics, they also align with a component of professional development conventions/clinics for referees across the state and coach's convention style meetings as they attend the weekends.

Referees conventions/clinics consist of referees attending training classes, chalk talk sessions, mixing with leaders of the referee community that assign games in their area and working on their craft as they train in front of the watchful eye of experienced leaders in their profession.

College coaches attend and circulate with each other as they discuss the secrets of their trade, talk job opportunities and seek information on the upcoming season. They are hosted in a separate meeting room for meals and socials hours to work on their relationships and seek new employment opportunities. The meeting areas we provide them with also include catering that we provide through the Duncanville Fieldhouse food services and local restaurants.

The Duncanville community sees a large tourist boost from these weekends as the entirety of event groups attend:

- 1) Teams/Players
- 2) Team Coaches
- 3) Referees
- 4) College Coaches
- 5) Fans/Spectators/Families

All these groups in their own areas make a huge economic impact with over 25,000 attendees expected to attend the six weekend events in Duncanville. Approximately 40% of those attendees (about 10,000) will be needing lodging as they travel from outside 75 miles from Duncanville. Each of these travelers from out of the area, as well as the other 15,000 attendees from the DFW area are potential customers to local restaurants, shopping areas, gas stations and other venues in the City of Duncanville.

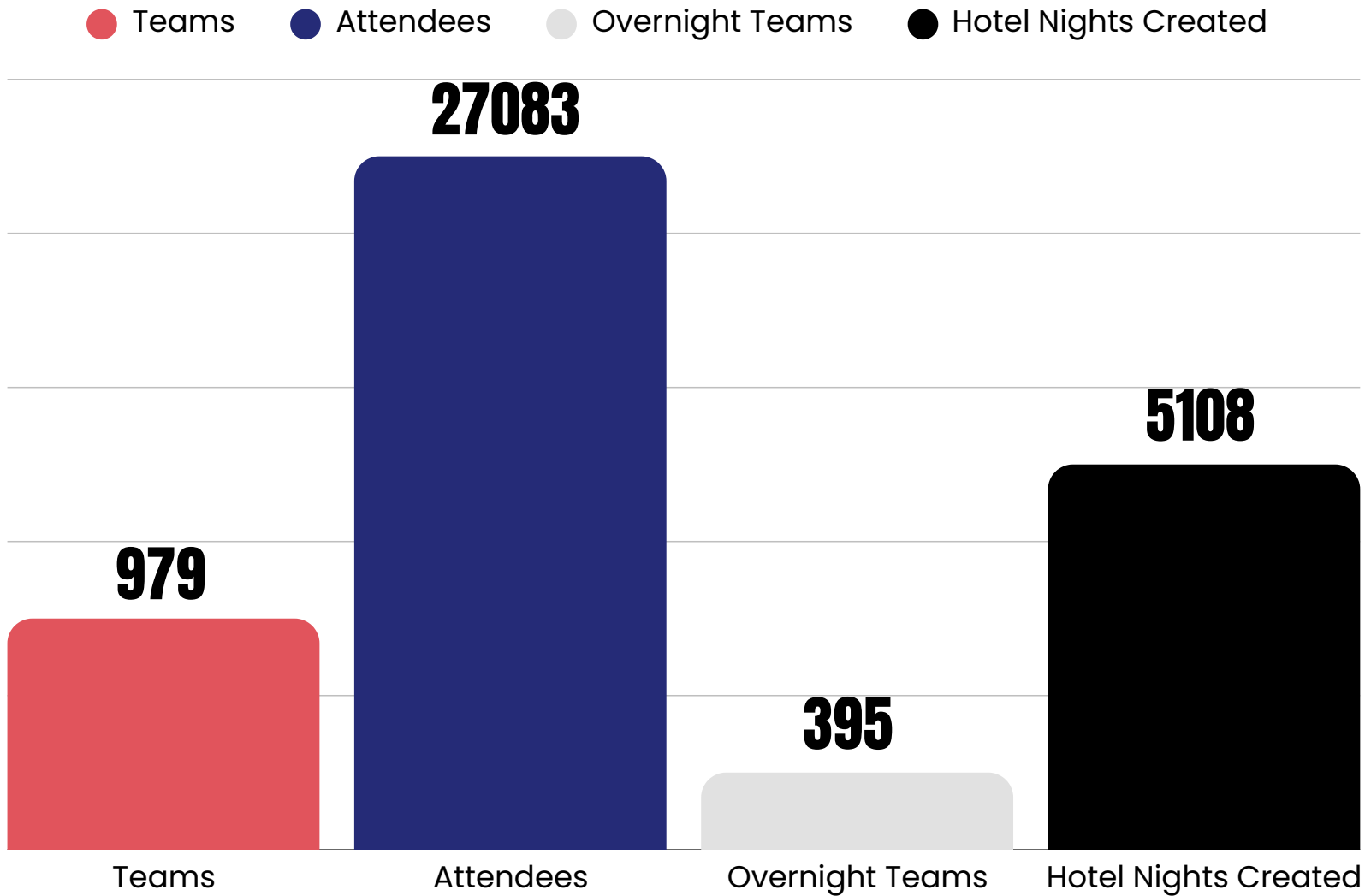
Thank you for your time and consideration on this HOT grant application.

Sam Lowe
GASO
214 207 4473

GASO				
Sample Budget		*Based on 100 team event. 979 teams at Duncanville events in 2025		
Revenue:	Team Entry Fees	\$45,000		
	Spectator Fees	\$33,000		
	Total Revenue:		\$78,000	
Expenses	Gym Rental	\$19,000		
	Event Staff	\$9,500		
	Clock/Book Keepers	\$4,550		
	Trainers	\$1,200		
	Referees	\$15,750		
	Insurance	\$900		
	Travel/Hotels	\$2,600		
	Hospitality/Food	\$2,000		
	Security	\$2,000		
	Gate Keepers	\$1,300		
	Awards	\$750		
	Advertising	\$3,800		
	Total Expenses:		\$63,350	
		\$63,350		
HOT GRANT				
	Line Items for Award:			
	Advertising	979 teams	\$3800 x 9.79	\$37,202
	Hospitality/Food	979 teams	\$2000 x 9.79	\$19,580
	Travel/Hotels	979 teams	\$2600 x 9.79	\$25,454
	Total			\$82,236

DUNCANVILLE HOTELS 2025

TEAMS, ATTENDEES, OVERNIGHT TEAMS, HOTEL NIGHTS CREATED TOTALS



DUNCANVILLE HOTELS 2025

TEAMS, ATTENDEES* , OVERNIGHT TEAMS** , HOTEL NIGHTS CREATED*** BY EVENT

GASO DATES 2025	Event Type	Teams	Attendees	Overnight Teams	Hotel Nights Created
March 15-16	Event	70	1890	15	105
April 4-6	Event	118	3186	11	115
April 25-27	Event	149	4023	49	514
May 16-18	Event	240	6480	115	1207
July 10-13	Event	250	6750	140	1960
July 18-20	Event	152	4104	65	682
Referees Conventions	Conventions	x	450		350
College Coach Conventions	Conventions	x	200		175

TEAMS, ATTENDEES* , OVERNIGHT TEAMS** , HOTEL NIGHTS CREATED*** TOTAL

Events + Conventions	Teams	Attendees	Overnight Teams	Hotel Nights Created
8	979	27,083	395	5108

*Attendees defined as team coaches, players, spectators (27 per team)

**Overnight travelers defined as teams traveling over 75 miles

***Hotel nights figured at 7 rooms per team times 1.5 nights per team for 3 day events

Main Gyms Used: Duncanville Fieldhouse, Duncanville High School, Cedar Hill High School



City of Duncanville HOT Funds Administration – Compliance and Oversight

Date: Thursday, October 30, 2025

Applicant: Great American Shoot Out (GASO)

Event: GASO Tournaments 2026

Dates: Multiple Dates Spring and Summer 2026

Requested Amount: \$75,000

Recommendation: \$75,000

Executive Summary and Funding Recommendation

This document provides a comprehensive analysis of the Great American Shoot-Out (GASO) basketball events, focusing on their operational scale, economic impact on the city of Duncanville, and their relationship with the Hotel Occupancy Tax (HOT) grant program. The analysis is based on a review of the 2025 post-event summary, a sample budget, and the 2026 HOT grant application.

The 2025 GASO event series, held over six weekends, attracted 979 teams and generated significant visitor traffic, with total attendance figures cited between 25,454 and 27,083 people. While the events clearly drive hotel stays, there are notable discrepancies across source documents regarding key metrics such as the total number of hotel nights created (ranging from 3,420 to 5,108) and the calculation methodology for overnight stays.

For fiscal year 2025, GASO reported total reimbursable expenses of \$233,250.60, primarily for referee services, gym rentals at the Duncanville Fieldhouse, and catering. The organization received a \$60,000 HOT grant from the city of Duncanville against these costs.

Looking ahead, GASO has submitted a HOT grant application for its 2026 events, requesting \$75,000. The application strategically frames the events not merely as athletic tournaments but as "professional development conventions/clinics" for referees and "convention style meetings" for college coaches, aligning the request with state guidelines for HOT fund usage, particularly for convention delegate registration and promotional activities that attract tourists.

2025 Event Series: Performance and Economic Impact



The 2025 Great American Shoot-Out series in Duncanville consisted of six events held between March and July, serving as a major hub for club basketball in Texas. The main venues used were the Duncanville Fieldhouse, Duncanville High School, and Cedar Hill High School.

Participation and Attendance Metrics

The events drew a total of 979 participating teams. However, documentation presents conflicting data regarding attendance and hotel impact, stemming from different calculation assumptions.

Event Schedule and Team Participation (2025)

Event Dates	Number of Teams
March 15-16	70
April 4-6	118
April 25-27	149
May 16-18	240
July 10-13	250
July 18-20	152
Total	979

Conflicting Impact Metrics for 2025 Events

Metric	Source: "GASO Duncanville 2025 Teams and Hotels.pdf"	Source: "GASO FY25 Hot Grant Post Event Summary.pdf"
Total Attendees	27,083	25,454
Attendees per Team	27	26
Overnight/Traveling Teams	395 (traveling >75 miles)	380 (approximate number needing hotels)
Total Hotel Nights Created	5,108	3,420
Hotel Night Calculation	7 rooms/team x 1.5 nights/team	9 average hotel nights/team

Stated Economic Impact

The organization asserts a significant positive economic effect on the Duncanville community. The "Post Event Summary" notes that "Teams traditionally try to stay as close to the playing facilities as possible, so they naturally gravitate towards the Duncanville Hotels." It further states that with "over 25,000 guests in attendance," the city of



Duncanville and the Duncanville Fieldhouse have become the "main stop in Texas for club basketball each year." The 2026 grant application projects that approximately 40% of attendees (about 10,000 people) require lodging, becoming customers for local restaurants, shops, and other businesses.

Financial Analysis and HOT Grant Usage

The financial documents provide insight into the event's operational costs, revenue structure, and the role of the city's HOT grant funding.

FY2025 HOT Grant Reimbursement

For the 2025 event series, GASO received a \$60,000 HOT grant from the City of Duncanville. This was applied against total reimbursable expenses of \$233,250.60. The expenses were concentrated in three main categories, with payments verified by check images.

Reimbursable Expenses for FY2025

Category	Total Amount
Referee Camps/Clinics/Conventions	\$137,996.00
Duncanville Fieldhouse Gym Rentals	\$87,850.60
Catering/Hospitality (from Duncanville FH)	\$7,404.00
Total Reimbursable Expenses	\$233,250.60

Sample Event Budget and Profitability

A sample budget for a single 100-team event indicates profitability, with costs primarily going toward event operations and staffing.

Sample Budget for a 100-Team Event

Category	Amount
Revenue	
Team Entry Fees	\$45,000
Spectator Fees	\$33,000
Total Revenue	\$78,000
Expenses	
Gym Rental	\$19,500

Referees	\$19,500
Event Staff	\$9,500
Clock/Bookkeepers	\$4,250
Travel/Hotels	\$4,000
Security	\$2,000
Hospitality/Food	\$2,000
Trainers	\$1,200
Advertising	\$1,200
Site Directors	\$1,000
Insurance	\$900
Awards	\$750
Total Expenses	\$63,350

The 2026 grant application notes that a net profit of \$15,000 to \$25,000 is expected per weekend, with profits supporting the costs of four full-time employees who work to provide and advance the events annually.

Projected HOT Grant Award Items

The sample budget also includes a projected HOT Grant award structure based on the total 979 teams from the 2025 season.

Line Item for Award	Basis	Calculation	Amount
Advertising	979 teams	\$3800 x 9.79	\$37,202
Hospitality/Food	979 teams	\$2000 x 9.79	\$19,580
Travel/Hotels	979 teams	\$2600 x 979	\$25,454
Total			\$82,236

2026 HOT Grant Application

GASO Basketball Events LLC, a for-profit entity, has formally applied for a \$75,000 HOT grant for its 2026 event series, scheduled for six weekends from March to July.

Justification and Alignment with HOT Guidelines

The application is structured to meet state legal requirements for the use of HOT funds. It emphasizes the convention-like aspects of the events to qualify under multiple categories.

- **Primary Purpose:** "To bring coaches, players, officials, families and college coaches into the same environment for complete experience that covers many

aspects of the game of basketball from occupations such as refereeing and coaching."

- **Requested Funding Categories:**

- **Registration of Convention Delegates (\$75,000):** Funds are designated to support officials from across Texas and the Southwest USA who "attend the training clinics/conventions to work on their craft" and to provide meeting and hospitality areas for college coaches.
- **Advertising & Promotional Programs (\$75,000):** Funds are also justified for advertising via Twitter, Instagram, website, textedly, and Constant Contact to attract tourists and convention delegates to Duncanville.
- **Sporting Event Expenses:** While acknowledging the event qualifies under this category, the application states this portion will be self-funded, using it primarily to demonstrate the substantial hotel and travel impact.

Event History and Projections

- **Longevity:** GASO has operated for 38 years, with the 2026 season marking its 17th year in Duncanville.
- **Expected Attendance:** 25,000+ over six weekends.
- **Hotel Usage:** It is projected that 40% of referees, college coaches, and teams will require hotels, translating to "1000's of people." No room blocks are reserved; instead, a list of preferred Duncanville hotels is provided to attendees.
- **Marketing Reach:** Promotions are directed across Texas, the Southwest USA, and nationally, reaching a combined audience estimated at over 50,000 individuals.

Past HOT Funding

Year	Assistance Amount
2024	\$60,000
2023	\$60,000
2022	\$50,000

Final Funding Recommendation:

The application notes that the total expenses related to the referee/coach attendees and advertising will run **more than the \$75,000 requested**. Furthermore, past events have demonstrated significant reimbursable costs; for the 2025 events, total reimbursable expenses were reported at \$233,250.60, including \$137,996 for Referee Camps/Clinics/Conventions and \$7,404.00 for Catering Hospitality. **Given the extensive scope of the proposed activities for 2026, the \$75,000 award is warranted.**

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET IN AN AMOUNT NOT TO EXCEED \$75,000 TO GREAT AMERICAN SHOOT OUT (GASO) TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of Great American Shoot Out finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-XXX authorizing a Hotel Occupancy Tax Grant in an amount not to exceed seventy-five thousand dollars and zero cents (\$75,000.00) to The Great American Shoot Out (GASO) to promote Duncanville tourism through a nationally recognized event.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

Resolution No. 2025-XXX

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of November, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE OF DUNCANVILLE, TEXAS, AND THE GREAT AMERICAN SHOOT OUT (GASO) FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville of Duncanville, Texas (CITY OF DUNCANVILLE) and the Great American Shoot Out (GASO) (GREAT AMERICAN SHOOT OUT (GASO)).

WHEREAS, the Great American Shoot Out (GASO) has requested a Hotel Occupancy Tax grant to

WHEREAS, the City of Duncanville of Duncanville has considered the request from The Great American Shoot Out (GASO) that directly enhances and promotes tourism in the City of Duncanville; by way of overnight guests and explicit print or other media promoting the City of Duncanville of Duncanville , not merely hosting a popular event.

WHEREAS, the goal of this AGREEMENT is to attract future visitors to the City of Duncanville of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY OF DUNCANVILLE and the Great American Shoot Out (GASO) as follows:

GENERAL PROVISIONS

City of Duncanville Hotel Occupancy Funds Shall only be used for those activities associated with the Visitor Center as covered under this AGREEMENT.

Section4. Authorization of Payment. Subject to the Great American Shoot Out (GASO) satisfactory performance and compliance with the terms of this AGREEMENT, the CITY OF DUNCANVILLE agrees to pay the Great American Shoot Out (GASO) \$75,000 from Hotel Occupancy Tax Funds. Payment will be made after the event has ended - and within thirty (30) days of receiving the required reports.

- i. Hotel Rooms Statement(s)
- ii. Receipts for all payments for hotel rooms, tourists' transportation
- iii. Proof of City of Duncanville of Duncanville Marketing and promotional materials distributed to public, event attendees, and online
- iv. Payment records for stipends made to staffing for the event (if applicable)
 - a. Staff name
 - b. Duty for the event
 - c. Hours Worked
 - d. Amount of payment

Section 5. Appeal Process. If the GREAT AMERICAN SHOOT OUT (GASO) wishes to appeal the decision of the CITY OF DUNCANVILLE, the GREAT AMERICAN SHOOT OUT (GASO) must present their appeal in writing within ten (10) business days of funding denial to the City of Duncanville Manager.

Section 6. Rights. The City of Duncanville of Duncanville has the right, at any time, to inspect the books or records of the GREAT AMERICAN SHOOT OUT (GASO) that may relate to the performance of this AGREEMENT. The CITY OF DUNCANVILLE, at its sole expense, has the right to conduct an audit of the GREAT AMERICAN SHOOT OUT (GASO), event, or project.

Section 7. Term. The AGREEMENT shall become effective as of October 1, 2025, and the AGREEMENT shall terminate on September 30, 2026, or once the terms have been met, whichever occurs first. Either party does hereby reserve the right to terminate this agreement without cause upon ten (10) days with written notice. Termination and notice shall constitute final payment without further obligation of both parties past the date of termination.

Section 8. Recapture Provision. In the event the Great American Shoot Out (GASO) does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Great American Shoot Out (GASO), pursuant to the provisions herein shall refund the CITY OF DUNCANVILLE an amount equal to the sum of the grant payments actually paid by the CITY OF DUNCANVILLE to the Great American Shoot Out (GASO) immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate 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 the CITY OF DUNCANVILLE) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The GREAT AMERICAN SHOOT OUT (GASO) agrees to defend, indemnify, and hold harmless the CITY OF DUNCANVILLE, City of Duncanville Council, its officers, agents, and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal in my (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the GREAT AMERICAN SHOOT OUT (GASO)'s breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the GREAT AMERICAN SHOOT OUT (GASO), its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY OF DUNCANVILLE, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the GREAT AMERICAN SHOOT OUT (GASO) and the CITY OF DUNCANVILLE under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY OF DUNCANVILLE that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY OF DUNCANVILLE reserves the right to terminate this AGREEMENT if the GREAT AMERICAN SHOOT OUT (GASO) fails to comply with any term of the AGREEMENT, including the inability of the GREAT AMERICAN SHOOT OUT (GASO) to conform to any change required by federal, and state or local laws or regulations. The CITY OF DUNCANVILLE shall provide written notification to the GREAT AMERICAN SHOOT OUT (GASO) of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY OF DUNCANVILLE may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the GREAT AMERICAN SHOOT OUT (GASO) shall have ten (10)

days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY OF DUNCANVILLE.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing delivered electronically or in person to

To the CITY OF DUNCANVILLE at:

City of Duncanville Administration
Attn.: Angel Deal
203 E. Wheatland Rd.
Duncanville, TX 75116
angel.deal@duncanvilletx.gov

To the GREAT AMERICAN SHOOT OUT (GASO) at:

Great American Shoot Out (GASO)
Attn. Sam Lowe
sam@greatamericanshootout.com
214.207.4473

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive to other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases,

provisions, covenants, or conditions of this AGREEMENT are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY OF DUNCANVILLE and GREAT AMERICAN SHOOT OUT (GASO) make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

CITY OF DUNCANVILLE, TEXAS

Richard Abernethy
Interim City Manager

GREAT AMERICAN SHOOT OUT (GASO)

Sam Lowe
Tournament Director

ATTEST:

Chiquita Taylor
City of Duncanville Secretary



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Holiday Lights in the Park Run Through

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

Holiday Lights in the Park is one of the City’s signature community events, designed to celebrate Duncanville’s holiday spirit, support local businesses, and attract visitors to the community. The event features a holiday parade, stage entertainment, vendor marketplace, food trucks, and lighting activations throughout Armstrong Park. In preparation for the 2025 event, staff conducted a **pre-event run-through** and site walk with all key departments to ensure operational readiness and identify any final logistical needs. The focus of this review was on safety, accessibility, traffic management, communications, and vendor coordination.

The pre-event run-through provided an opportunity for City staff and partner departments to walk through the event site and review the following key components:

- **Site Layout & Infrastructure:** Verified placement of the main stage, vendor marketplace, food trucks, restrooms, power access, and lighting towers throughout Armstrong Park.
- **Parade Logistics:** Confirmed staging areas, route, barricade placement, and traffic control plan. Coordination completed with Police, Fire, and Public Works for closures and safety coverage.
- **Public Safety & Emergency Preparedness:** Reviewed weather protocols, emergency response, and lost child/family reunification plans. Emergency contact tree and radio channels confirmed.

- **Vendor & Performer Coordination:** All vendor placements, insurance documents, and permits are confirmed in Eventeny. Performer lineup and stage schedule have been finalized.
- **Marketing & Communications:** Final push for outreach is underway with social media, email blasts, and event signage. QR-coded site maps and event guides are printed and ready for distribution.

The Holiday Lights in the Park pre-event run-through confirms that the City is fully prepared to host a safe, festive, and well-organized community celebration. All operational, safety, and communication plans have been reviewed and finalized. Staff will proceed with final setup and coordination leading up to event day.

No Council action is required beyond receiving and filing this report.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

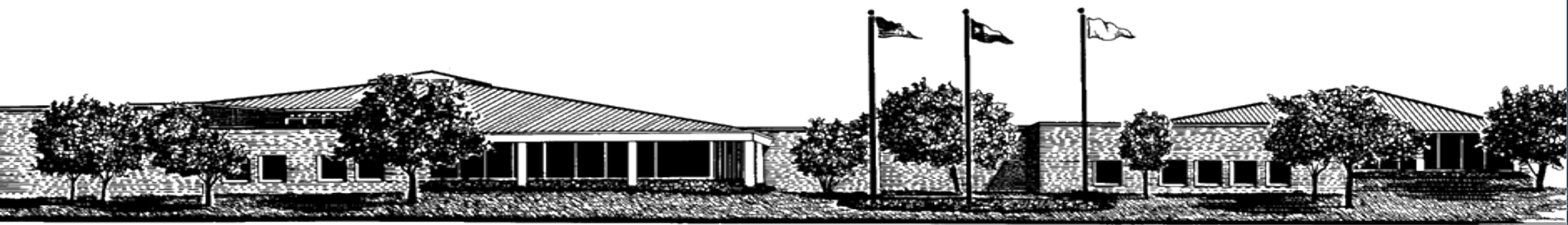
After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

Holiday Lights 25



HOLIDAY LIGHTS IN THE PARK

NOVEMBER 18, 2025

DEVON HANDLEY, SPECIAL EVENTS PLANNER



HOLIDAY LIGHTS IN THE PARK

- Tree lighting + Drone Show
- Parade at 6p
- Requesting registration, no wristbands





City of Duncanville

Holiday Lights

in the Park



PARADE SCHEDULE



Street Closures

- **Freeman Street:** Closed starting at 4:00PM
- **Remaining Streets:** Closed by 5:00PM
- **Wheatland Rd & Main St:** Closed by 5:30 PM

Traffic Plan Notes

- (1) Northbound lane on **Freeman Street** will remain open for through traffic
- (1) Eastbound lane on **Wheatland Road** will remain open for through traffic

CITY COUNCIL ACCESS



Holiday Lights Parade:

- Decorated cars from Freedom for parade route
- Supply of candy to toss along the route

Hispanic Heritage Fest— Armstrong Park

- Dedicated City Council Parking

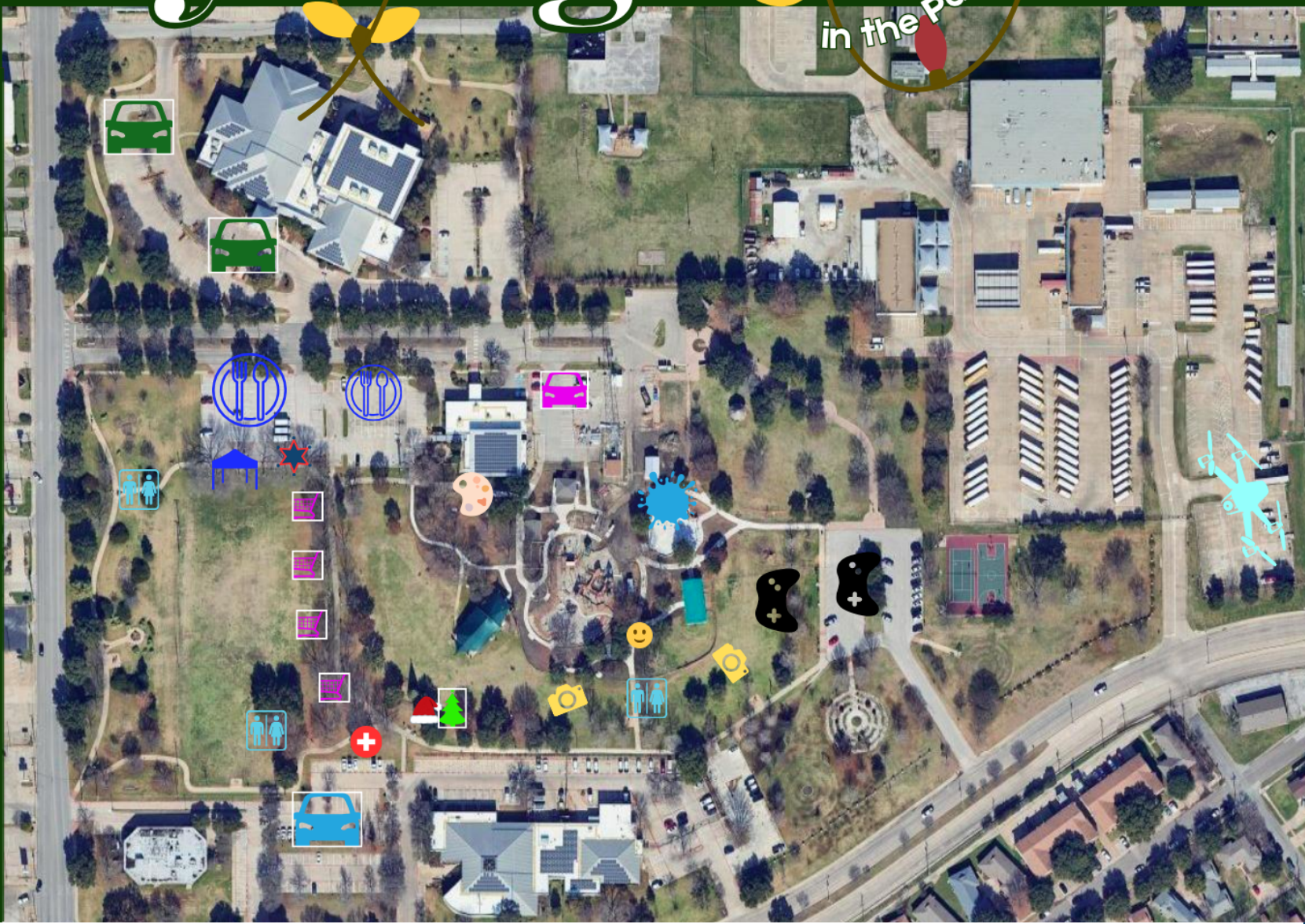
City of Duncanville

Holiday Lights

in the Park

KEY

- | | |
|------------------|----------------------|
| TREE LIGHTING | SANTA |
| HANDICAP PARKING | FOOD COURT TENT |
| VIP PARKING | VIP TENT |
| VENDOR PARKING | PHOTO OP |
| PUBLIC PARKING | RESTROOMS |
| FOOD VENDORS | LOST CHILDREN |
| MARKET | GAME TRUCK/NERF AREA |
| FACE PAINTING | ARTS COMMISSION |
| FIRST AID | |



City of Duncanville



PERFORMERS



WILLIAM ADDISON



CENTRAL ELEMENTARY SCHOOL CHOIR



VILLAGE TECH THEATER



DUNCANVILLE ISD
SPANISH CLUB

LOCAL BUSINESS ENGAGEMENT

- Vendor Market applications will be accepted through November 26
- Parade applications will be accepted through December 1
- Food Truck Vendor applications will be accepted through November 7
- Registration code for (DVILLE) Duncanville businesses
- A total of 7 local business are registered for the vendor market; 4 BSW cities outside of Duncanville SO FAR



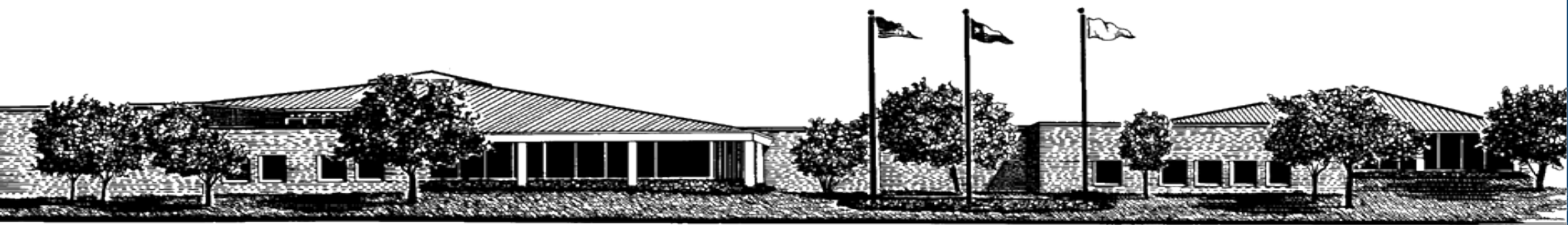
LOCAL PRESS & PROMOTION

- Kiosks & TVs in City Hall
- Posters given to local businesses
- Local news & magazines
- Social Media
- New Event Show



EVENT ACTIVITIES

PHOTO OPS	VIDEO GAME TRUCK
DRONE SHOW	NERF WAR GAME AREA
MOBILE FOOD VENDORS	MARKETPLACE VENDORS
TREE LIGHTING	FACE PAINTER
PETTING ZOO	TRACKLESS TRAIN
ARTS COMMISSION AREA	& MORE!

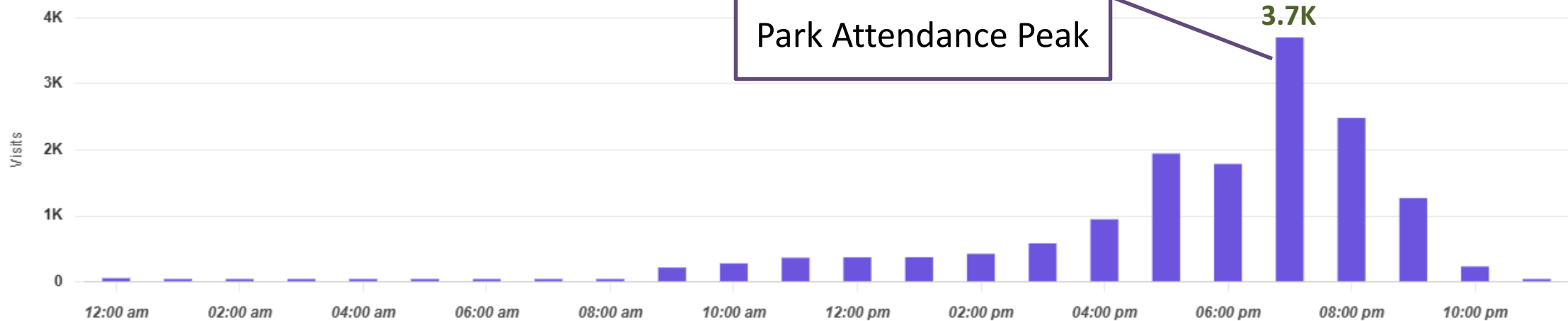


2024

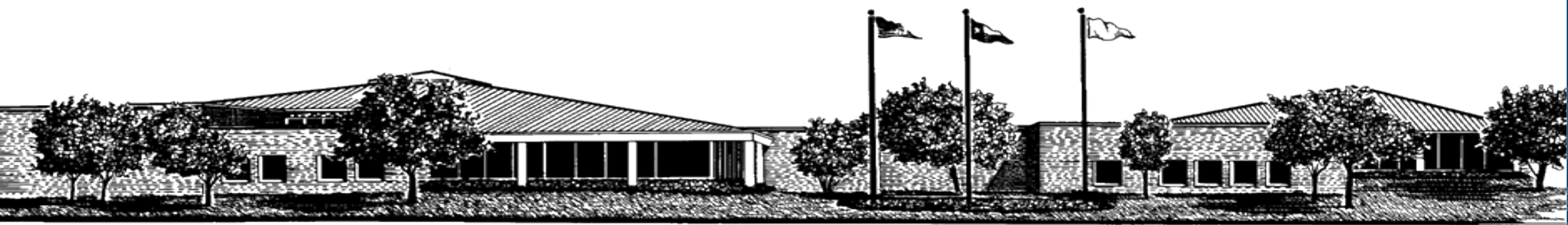
Hourly Visits ?

TEST
James Collins Blvd, Duncanville, TX

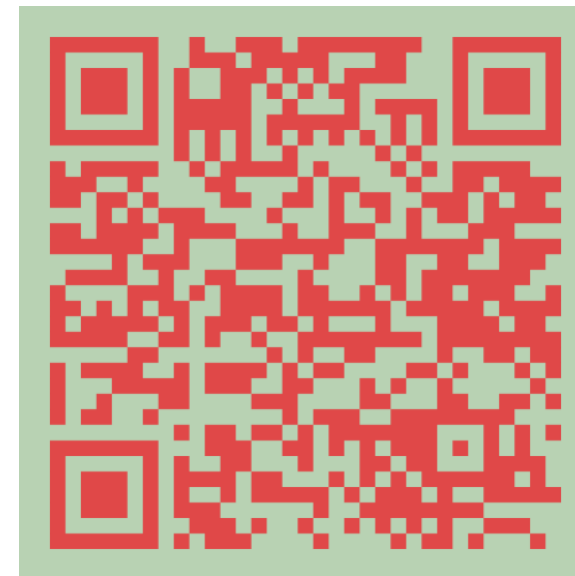
Metric:
Visits



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



2025 EVENT SURVEY



QR code and weblink **published** on **Dec. 5th**



We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - November 18, 2025

TITLE:

Quarterly Report Duncanville Fieldhouse

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- Emphasize: Government Accountability, Customer Service, Efficiency and Process

Improvement.

- Develop a high-performing organization that encourages innovation,

Transparency, and collaboration while delivering exceptional customer service, transparency, and collaboration while delivering exceptional customer service.

- Re-Imagine: High Quality of Life
- Develop, maintain, and encourage safe, attractive, viable family-oriented
- Neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Craig Brasfield

BACKGROUND/HISTORY:

Duncanville Fieldhouse is the premier home for diverse and exceptional indoor sports, entertainment, fitness, and community events. We strive to serve our community by offering exceptional customer service and amazing spaces within our venue for public and private events. We also team with local fitness entrepreneurs to bring fresh exercise experiences & youth leaders to offer the best in Summer Camp programming.

POLICY EXPLANATION:

POLICY EXPLANATION:

Quarterly Report Duncanville Fieldhouse

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

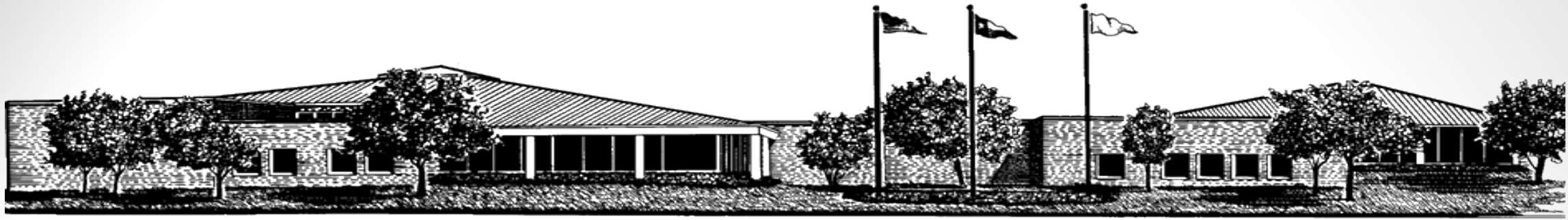
N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Duncanville Fieldhouse - Quarterly Report November 18 2025



DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

CRAIG BRASFIELD - GENERAL MANAGER
DUNCANVILLE FIELDHOUSE

NOVEMBER 18, 2025

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

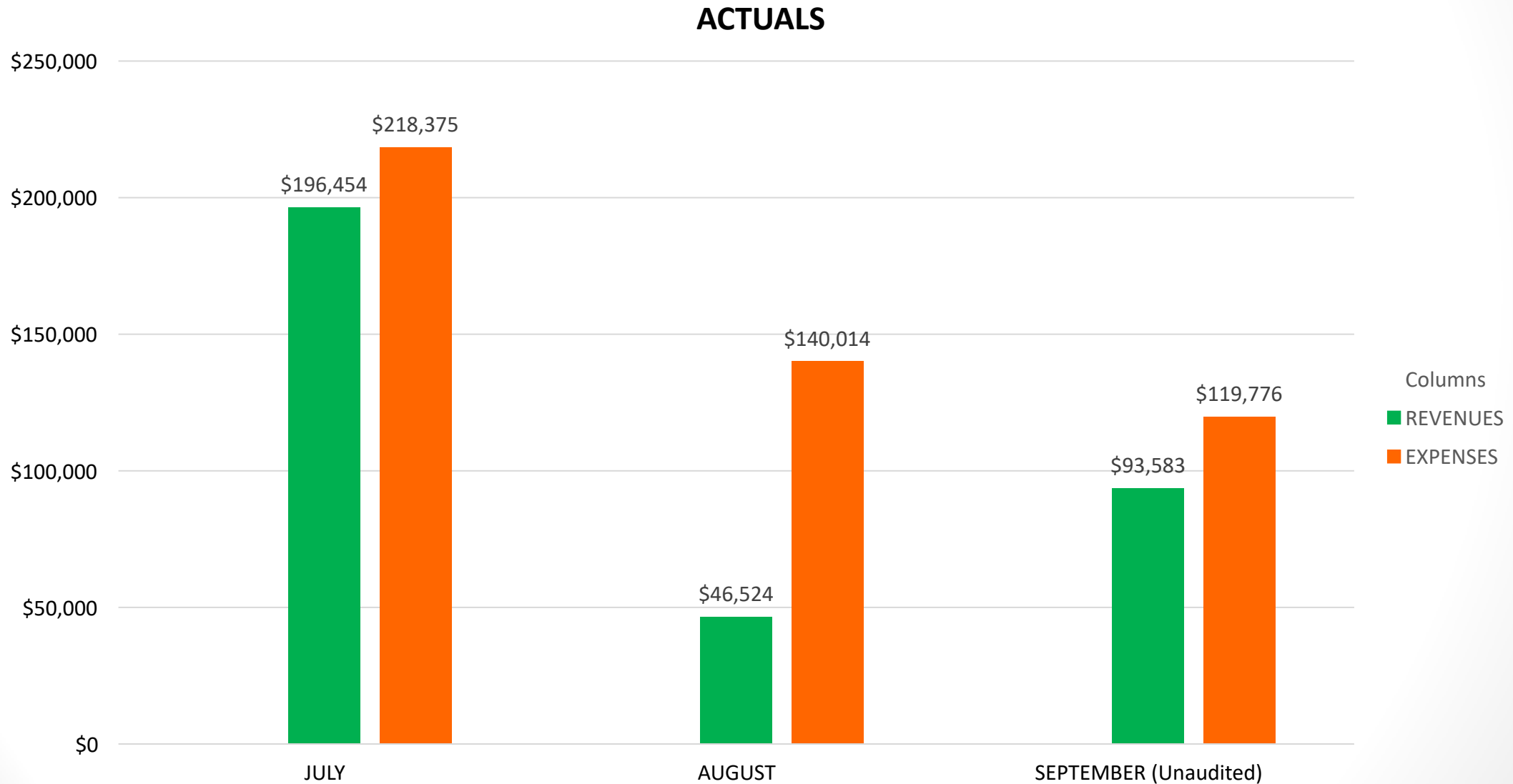


Summary - Revenue & Expense Jul. Aug. Sept. 2025

	FY25 Budget	Actual
• Revenue:	\$1,602,700	\$336,561
• Expense:	<u>\$1,498,197</u>	<u>\$478,164</u>
• Totals:	+\$104,503	-\$141,603

- Does not Include the Economic Development Revenue Transfer - \$537,950
- Does not Include the Economic Development Debt Payment - \$537,950

Revenue vs Expense Jul. Aug. Sept. 2025





Summary - 2025 Boss Summer Camp

- 10 Week Program - June 1st thru August 8th
 - Total Registrations = **315**
 - Total Attendance = **5,629**
 - Meals = **\$8,454** - 1,409 tickets sold @ \$6
- Total Revenue = **\$185,227**
 - Registrations = **\$31,185** - 315 sold @ \$99
 - Tuition **\$141,892**
 - Fieldtrips = **\$12,150** - 405 tickets sold @ \$30
- Total Expense = **\$148,264**
- Revenue over Expense = **+\$36,963**



Special Event Reservations - Summary

July, August, September

- Basketball Tournaments - 7
- Basketball Camps - 6
- Basketball Leagues - 4
- MMA/Jiu Jitsu Tournaments - 2

Special Event Reservations - July 2025

6,20,27	Next-up Youth Basketball League
10,11,12,13	GASO VI Basketball Tournament - Live Event
13,20,27	Masters Pro-Am Adult Basketball League - Session III
14,15,16,17,18	US Sports Nike Youth Basketball Camp
18,19,20	GASO VII Basketball Tournament - Live Event
24,25,26	Prime Time Nationals Basketball Tournament
29,30,31	Breakthrough Basketball Camp



Special Event Reservations - August 2025

2,3	FCA Sports Youth Basketball Tournament
3,10,17,24	Masters Pro-am Adult Basketball League - Session III
9,10	PO-Bill Classic Basketball Tournament
16	IKF Point Muay Thai Kickboxing Tournament
30	US Sports Nike Youth Basketball Camp

Special Event Reservations - Sept. 2025

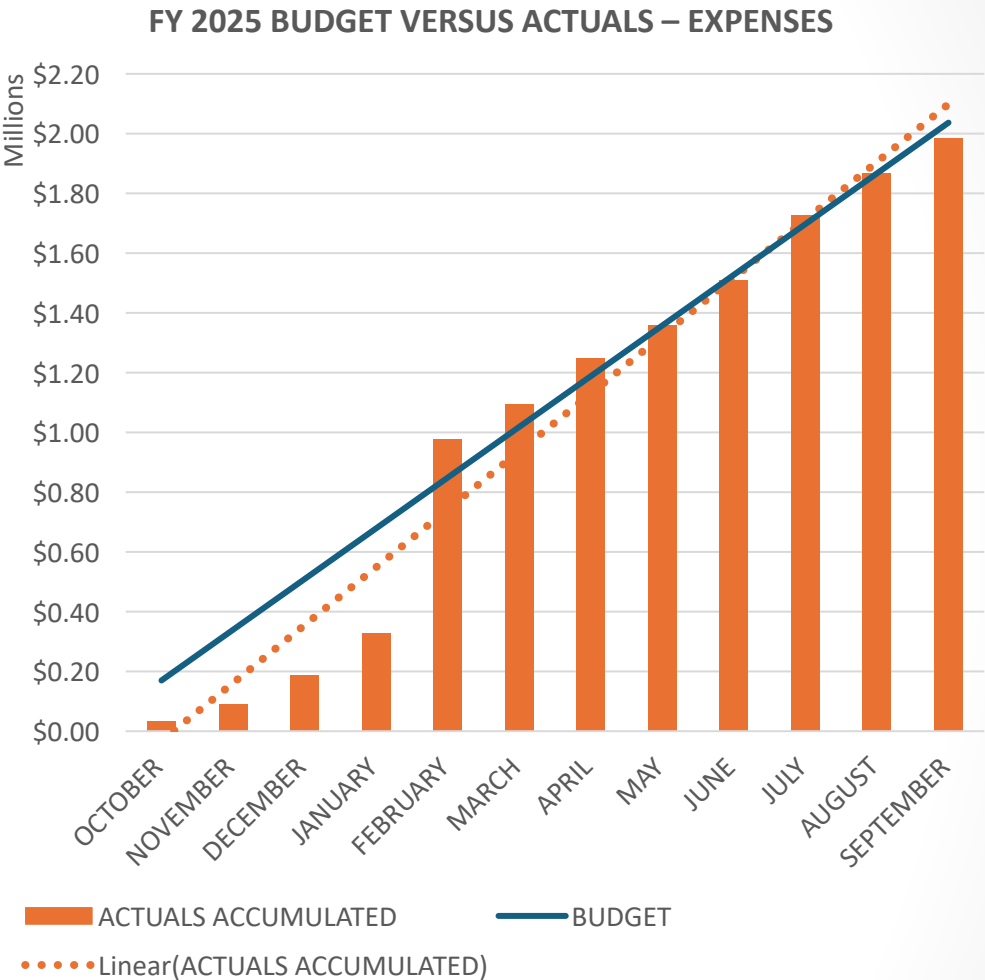
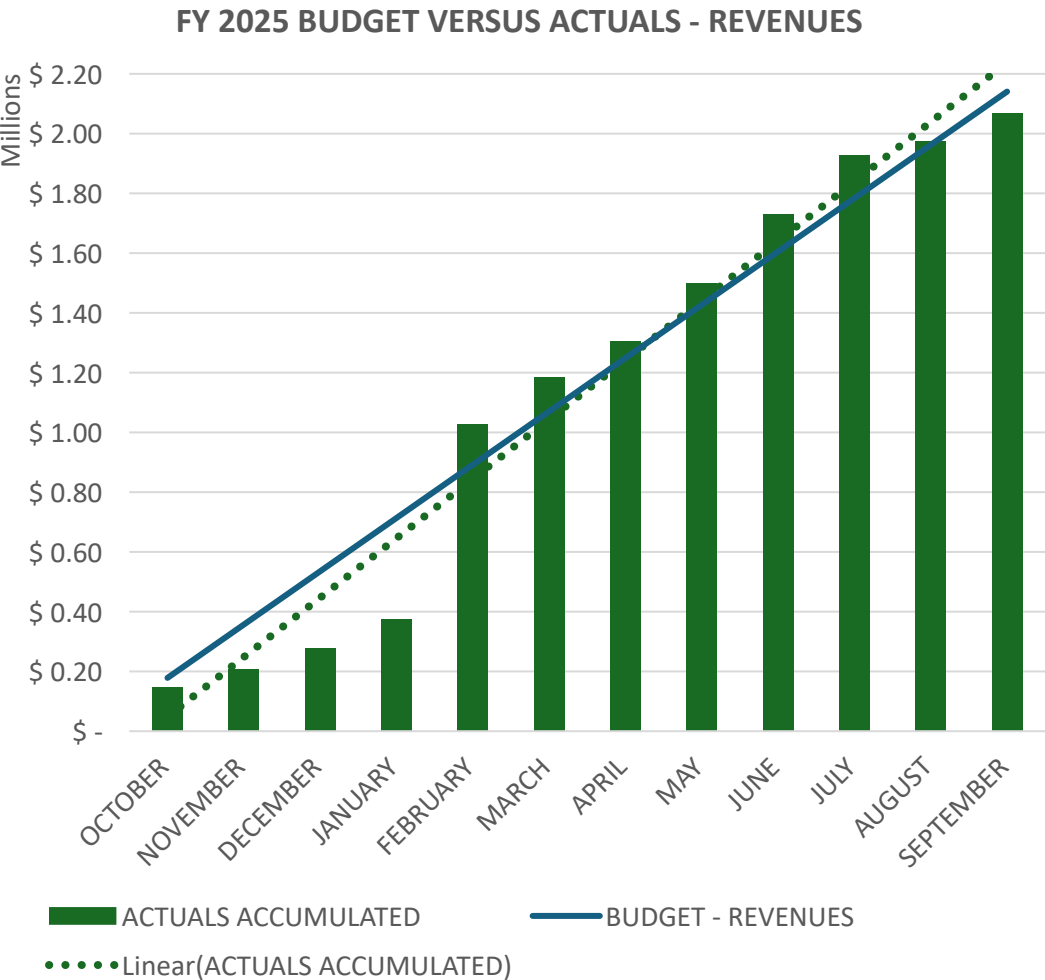
4,11,18,25	Bridge Academy Youth Basketball Camp
6	GASO VIII High School Basketball Tournament
7,14,21,28	Masters Pro-Am Adult Basketball League - Session IV
9,16,23,30	Boss Regional High School Men’s Fall Basketball Jamboree
14	Bridge Academy Open Run Basketball Tournament
20	WAR Brazilian Jiu Jitsu Tournament
20	Texas Impact Basketball Showcase
21	Exact Sports Boy’s Youth Basketball Camp
28	The Players Tribe Girls Open Run Basketball Camp



Budget Summary - FY25 October 1st - September 30th

	FY25 Budget	Actual
• Revenue:	\$1,602,700	\$1,529,889
• Expense:	<u>\$1,498,197</u>	<u>\$1,448,023</u>
• Totals:	+\$104,503	+\$81,866
• Does not Include the Economic Development Revenue Transfer - \$537,950		
• Does not Include the Economic Development Debt Payment - \$537,950		
• Unbudgeted Expense:		
• HVAC Smoke Test = \$9,925		
• HVAC Smoke Watchers = \$3,580		
• HVAC Lift Cost = \$1,999		
• Comprehensive Plan Facility Upgrades - Carpet Cleaning, Paint & Materials = \$4,251		
• Main Entrance Canopy Re-paint = \$2,951		
• Exterior Door Repair = \$17,670		
• Total = \$40,376		

FY25 Budget Summary - October 1st - September 30th





Fieldhouse Contractual Programs & Partners - FY 2026

- **Airell's Courts Volleyball Club** - Club Volleyball Training
- **BOSS Summer Camp Program** - Complete Summer Camp Experience
- **Bridge Basketball Academy** - Basketball Skills Training
- **Crossroads Academy** - Private School
- **CryoPlus** - Wellness & Recovery Center
- **DasCHE Spartans Basketball** - Homeschool Basketball, Men's & Women's
- **Duncanville Boxing & Fitness** - Boxing & Fitness Training
- **Engrafted Word Family Church** - Weekly Wednesday & Sunday Church Service
- **Faith Family Academy** - Private School Basketball, Men's & Women's
- **Prodigy Xtreme 365 Cheer & Tumbling** - Cheerleading & Tumbling Instruction
- **VisionHackers** - Homeschool Physical Education, Fitness & Golf Academy
- **Texas Wildcats Basketball** - Club Basketball Training



FY-2026 Highlight Events

- Four (4) Shoe Brand Circuit Basketball Tournaments Including:
 - Two (2) Puma - Jan. 30-31, Feb. 1 & March 27-29 - Live Event
 - Two (2) New Balance - Jan. 9-11 & April 10-12 - Live Event
- Ten (10) GASO Basketball Tournaments Including:
 - Three (3) Live AAU Events - May 15-17, July 9-12 & July 19-21 - Live Events
- Three (4) High Profile Basketball Tournaments Including:
 - Texas High School Coach's Association: June 26-30 - Live Event
 - 3-Step Sports PrimeTime Nationals - July 23-25
 - Mullen's National Juco Jr. College Jamboree: October 10,11 - Live Event
 - Regional High School Girls Showcase: October 31 - Live Event
- Eleven (11) MMA Fights Including - Jiu Jitsu, Brazilian, IKF Kickboxing



Special Event Reservations - Summary

October, November, December

- Basketball Tournaments - 10
- Basketball Camps - 6
- Basketball Leagues - 2
- MMA/Jiu Jitsu Tournaments - 3
- Volleyball Tournament - 1
- Community Events - 3

Special Event Reservations - Oct. 2026

2,9,16,23,30	Bridge Academy Youth Basketball Camp
4	Brethen Basketball Tournament & Masters League Shoot-out
4,5	Pangos High School Basketball Camp Masters League Pro-Am Basketball Tournament
9	DasCHE Homeschool Volleyball Tournament
11	GASO IX High School Basketball Tournament
12	Area Codes Basketball Scouting Service Basketball Camp
12,26	Masters Pro-Am Adult Basketball League - Session IV
14,21,28	SportsKind Pappas Basketball League
17,18	GASO X Juco Basketball Tournament
18,19	American Grappling Jiu Jitsu Tournament
24	City Halloween Party - Boo Bash
26	Athletes of Tomorrow Basketball Camp

Special Event Reservations - Nov. 2026

1	IKF Point Muay Thai Kickboxing
1,2	GME Sports Basketball Tournament Masters League Shoot-out
4,11,18	SportsKind Pappas Basketball League
7,8	DasCHE Spartans Homeschool Basketball Tournament
15,16	Made Hoops Youth Basketball Tournament
16,23	Masters Pro-Am Adult Basketball League - Session IV
20	Po-Bill Thanksgiving Basketball Tournament
23	DFW Barber & Hair Stylist Competition
29,30	Dallas ShowTyme Basketball Tournament

Special Event Reservations - Dec. 2026

4,5	Texas Christian Athletic Association Basketball Tournament
6	North American Grappling Tournament
13,14	Pick & Roll Youth Basketball Tournament
22	Exact Sports Volleyball Camp
22	US Sports Nike Youth Basketball Camp
27	Fixin' His Plate Community Stage Play



Questions

