



**Duncanville City Council
Regular Meeting Agenda**
City Council Briefing Room and City Council Chamber
Duncanville City Hall, 203 E. Wheatland Road
Duncanville, TX 75166
(972) 780-5017

Tuesday, January 20, 2026
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, January 20, 2026.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, January 20, 2026.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

- A. January and February Calendar

3. BRIEFINGS / PRESENTATIONS

- A. Briefing on Economic Development Advisory Services
- B. Briefing on a proposed Purchase and Sale Agreement with Nationwide Services in the amount of \$15,000 for a vacant surplus land parcel owned

by the City of Duncanville and located at 110 W Magnolia Ln.

- C. Briefing on the potential creation of a Charles F. Ladd Nature Preserve Advisory Committee.
- D. Briefing on proposed Advanced Metering Infrastructure plans and funding, discuss the information, and provide direction if necessary.
- E. Kimley Horn-ADG Police and Courts Needs Assessment

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 Main Street, 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.
- B. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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 - Father Uche Aladi with Holy Spirit Catholic Church

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

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 January 6, 2026, regular City Council Meeting.
- B. Consider a resolution approving the Special Events Sponsorship Packet
- C. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Prime Controls, L.P., for on-demand Supervisory Control and Data Acquisition software programming support and telemetry instrumentation repairs at water storage facilities through City of Grand Prairie Contract 58721 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$135,000.00, subject to City Council appropriation.
- D. Consider 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.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Nominees for Arts and Cultural District Steering Committee Chairperson

9. STAFF AND BOARD REPORTS

- A. Holiday Lights Post Event Recap

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, January 13, 2026, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

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."

Council Calendar JANUARY 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 New Year's Holiday (City Offices Closed)	2	3
4	5 TIF Regular Board Meeting 6 PM	6 City Council Meeting 6 PM (Briefing Room & Council Chambers)	7	8	9	10
11	12 PNZ Meeting 6:30 PM Parks & Recreation Meeting 6:30 p.m. Arts and Commission 6:30 p.m.	13 Special Called Meeting 5:00 p.m.	14 First Day to File for Place on the Ballot	15 Semi Annual Finance Report Due	16 Celebrate Duncanville! Hilton Garden Inn 6-8 PM	17
18	19 MLK Holiday (City Offices Closed)	20 City Council Meeting 6 PM (Briefing Room & Council Chambers)	21	22	23	24
25	26 DCEDC and TIF Joint Meeting with City Council 6:00 PM	27 Arts and Commission 6:30 p.m.	28	29 Bond Election Education Kickoff 6:00 PM Senior Center	30	31

Council Calendar

FEBRUARY 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 City Council Meeting 6 PM (Briefing Room & Council Chambers)	4	5 Library Board 6:30 PM	6	7
8	9 Parks & Recreation Meeting 6:30 pm Planning & Zoning Meeting 6:30 PM	10 Property Tax 101 206 James Collins Blvd.	11	12 Community Engagement Meeting Advisory Board 6:30 PM	13 Last day to File for Place on the Ballot.	14
15	16	17 City Council Meeting 6 PM (Briefing Room & Council Chambers)	18	19	20	21 Daddy Daughter Dance Recreation Center 6:00- 9:00 p.m.
22	23 DCEDC Meeting 6:00 PM Fieldhouse	24 Arts Commission Meeting 6:30 PM Briefing Rm	25	26	27	28



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Briefing on Economic Development Advisory Services

Vision Statement:

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

Pillar:

Promote: Innovative Ideas for Development and Re-development

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

The City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) continue to experience increased levels of economic development activity, redevelopment interest, strategic property inquiries, and complex public-private partnership (P3) opportunities. Many of these projects require specialized technical review, market validation, and assistance with evaluating business terms, incentive structures, and land-use feasibility to ensure that the City and DCEDC are making informed, fiscally responsible decisions.

As the City enters multiple redevelopment and reinvestment phases—including strategic corridor revitalization, catalytic redevelopment sites, disposition of DCEDC-controlled property, and anticipated mixed-use and hospitality proposals—staff has identified the need for on-call professional advisory services to support the evaluation of specific development deals and to provide subject-matter expertise when analyzing business terms, return-on-investment (ROI), market conditions, and development feasibility.

In recent months, staff engaged in discussions with several reputable firms regarding their capability to provide these services. After evaluating experience, regional presence, municipal references, and the depth of advisory services offered, staff believes that Catalyst Commercial, Inc. is the strongest fit to support Duncanville’s

current and future needs. Catalyst has a long and successful track record of advising North Texas communities—including Grand Prairie, DeSoto, and others—on redevelopment strategy, development deal analysis, retail and commercial recruitment, strategic land acquisitions, and disposition of public property. Their working knowledge of the DFW market and experience navigating municipal development processes provide significant value to the City and DCEDC.

Under the proposed Contract for Professional Services, Catalyst will provide on-call support for:

- Evaluation of development proposals and business terms
- Financial modeling, pro forma review, and market analysis
- Strategic planning related to redevelopment, revitalization, and deal structuring
- Assistance with solicitation, selection, and negotiation with development partners
- Guidance on DCEDC-owned property disposition and strategic site activation
- Other economic development advisory services as assigned and authorized

The proposed contract includes both a modest monthly management/overhead fee and an hourly rate structure for task-specific assignments. The DCEDC would authorize work through defined task orders to ensure cost control, transparency, and project-by-project direction. A draft of the proposed contract and scope of services is included for consideration

At this time, staff is seeking informal feedback and direction from the City Council regarding the proposed agreement with Catalyst Commercial, Inc. Staff has prepared a draft Contract for Professional Services and preliminary Scope of Work (attached) and is requesting Council's input prior to finalizing the document. Upon receiving Council's guidance, staff will incorporate any revisions and bring the finalized agreement back for formal consideration and approval at a future City Council meeting. Staff's intent is to ensure Council alignment on the consultant's role, scope, and cost-control structure before proceeding with execution of the agreement.

POLICY EXPLANATION:

This item aligns with the City Council's strategic priorities related to economic development, redevelopment, and responsible fiscal management. The proposed consultant agreement supports implementation of the Duncanville 2040 Comprehensive Plan and the DCEDC's adopted goals by providing professional expertise needed to evaluate development proposals, ensure market feasibility, and guide strategic investment of public resources.

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:

Catalyst Overview, Catalyst Quals 2025, 2025 On Call Prof Svcs Contract Catalyst
v11.12.2025, Presentation



PLANNING, REAL ESTATE & ECONOMIC DEVELOPMENT

Catalyst integrates market, planning, and policies to craft actionable strategies in order to “build complete communities. Our public and private experience enables us to create plans and policies that can maximize economic development objectives, catalyze successful partnerships, and activate projects.



Real Estate Advisory Services

- Special District Financing
- Feasibility studies
- Market and Financial Feasibility Analysis
- Demographic Analysis
- Real Estate Advisory Services
- Fiscal and Economic Impact
- Master Developer Facilitation
- Retail Activation
- Public Policy
- Real Estate Acquisition & Disposition
- Real Estate Valuation
- Tenant relocation
- Merchandising Strategies
- Highest and Best Use Analysis

Economic Development Strategic Planning

- Strategic Plans
- Economic Revitalization
- Developer Procurement
- Economic Impact Studies
- Public engagement
- Public/Private Partnerships
- Cost/Benefit Analysis
- GIS/Research
- Economic Development Marketing Tools
- Corporate Site Selection
- Retail Recruitment

Master Planning Services

- Land Planning
- Urban Design
- Comprehensive Plans
- Corridor strategies
- Mixed-Use Districts
- Adaptive Reuse
- Downtown revitalization
- Small Area Planning
- Transit-Oriented Districts
- Sports Oriented Districts
- Neighborhood Studies
- Policy Planning
- Development Strategy
- Activation
- Program Management
- Land Use Scenario Studies

Catalyst Commercial: Driving Economic Growth & Private Investment

Catalyst Commercial is nationally recognized for its deep expertise in understanding the economic dynamics of communities—large and small. Our team specializes in analyzing local market conditions, identifying external influences, and crafting actionable, economically sound development strategies. But our impact extends well beyond planning: Catalyst is equally experienced in activating transformative private development projects, from vibrant downtowns and commercial corridors to airport districts and complex mixed-use environments.

Proven Leadership in Real Estate & Development

Founder and President Jason Claunch brings more than 20 years of real estate expertise as a licensed Texas broker, having completed over 1,000 lease transactions and hundreds of raw land deals—totaling more than \$1 billion in private investment. His unmatched insight into the full lifecycle of real estate—from strategy and planning to entitlement, vertical development, and disposition—has made Catalyst a trusted partner to cities and developers alike.

Trusted by Communities & Developers Nationwide

With a portfolio spanning over 60 municipalities and numerous national developers and operators, Catalyst has worked in markets across the U.S., including:

Address:

3838 Oak Lawn Ave, Suite 1230
Dallas, Texas 75219

Phone: (972) 999-0081

Website: catalystcommercial.net

Date Established: 2009

Texas Experience: Arlington, Farmers Branch, Kyle, Red Oak, Midlothian, Garland, Grand Prairie, Forney, Trophy Club, Colleyville, Lewisville

Regional Experience: Dallas/Fort Worth Metroplex. Oklahoma City, Albuquerque, Salt Lake City, greater Little Rock region, greater Austin region, Northwest Arkansas

Major Experience: Dallas/Fort Worth International Airport, Maps 3 Oklahoma City, Citymap Dallas

Deep Roots in Real Estate & Market Strategy

Before founding Catalyst, Jason led the retail division for Billingsley Company, managing a portfolio of over 4,000 acres of land valued at over \$1 billion. He oversaw all aspects of the division, including P&L, development, acquisitions, marketing, and leasing. To date, Jason has successfully closed over 1 million square feet of leases and more than 190 raw land transactions.



Catalyst expertise spans a range of sectors—including healthcare, hospitality, residential, and commercial; uniquely equipped to navigate complex public-private partnerships and deliver measurable economic impact.



Jason Claunch
President



Jason has experience in healthcare research, hospitality, residential and commercial analysis. Jason is experienced with the full lifecycle of real estate from initial market strategy, planning, entitlements, due diligence, design, vertical development and disposition using his extensive relationships with owners, developers, vendors, end users, and the brokerage community.

Catalyst Commercial has completed projects for over 100 municipalities, many national developers and national operators. Prior to launching Catalyst, Jason directed Billingsley's retail division, consisting of over 4,000 acres of raw land and portfolio value of over \$1 Billion.

YEARS EXPERIENCE
20

EDUCATION
Bachelor of Business Administration, Finance, University of Texas at Arlington

PROFESSIONAL LICENSES
Texas Real Estate Broker #456163 - Core Brokerage

RELEVANT PROJECTS

- City of Corinth - Comprehensive Plan
- City of Grand Prairie - Downtown Merchandising Plan, Citywide Market Analysis, Catalyst Area Activation
- City of Little Elm - Future Land Use Plan and Small Area Plan
- City of McKinney - NW Sector Plan
- City of Oak Point - Land Use Planning
- City of Rogers, Arkansas - Downtown Long Range Planning
- DFW International Airport (Southgate Plaza, Beltline Station, Founders Plaza, 635 & Royal) - Land Planning and Retail Merchandising
- Midwest City (Oklahoma) - Air Depot Corridor Study
- Multiple Economic Impact Analyses for projects within the City of Denton

PROFESSIONAL ORGANIZATIONS (PAST AND PRESENT)

- North Texas Commercial Association of Realtors (NTCAR)
- International Conference of Shopping Centers (ICSC)
- Certified Commercial Investment Manager (CCIM)
- Urban Land Institute (ULI)
- National Association of Industrial and Office Professionals (NAIOP)
- Texas Municipal League (TML)
- Oklahoma Municipal League (OML)
- Texas Economic Development (TEDC)
- International Downtown Association (IDA)



Chris Branham
Principal



Chris graduated from Texas A&M University in 2011 with a bachelor's degree in Urban and Regional Planning and has worked in the industry since. Chris is experienced in commercial and residential market analysis, land planning, development scenario modeling, site selection, due diligence, entitlements, and brokerage. Chris manages the full lifecycle of Catalyst Commercial projects and has consulted on projects for numerous municipalities, developers, and operators.

YEARS EXPERIENCE
11

EDUCATION
Bachelor of Science, Urban & Regional Planning, Texas A&M University

PROFESSIONAL LICENSES
Texas Real Estate Sales Agent #701146 - Core Brokerage

RELEVANT PROJECTS

- City of Grand Prairie - Downtown Merchandising Plan, Citywide Market Analysis, Catalyst Area Activation
- City of Little Elm - Future Land Use Plan and Small Area Plan
- City of McKinney - NW Sector Plan
- City of Oak Point - Land Use Planning
- City of Rogers, Arkansas - Downtown Long Range Planning
- DFW International Airport (Southgate Plaza, Beltline Station, Founders Plaza, 635 & Royal) - Land Planning and Retail Merchandising
- Midwest City (Oklahoma) - Air Depot Corridor Study
- Multiple Economic Impact Analyses for projects within the City of Denton

PROFESSIONAL ORGANIZATIONS (PAST AND PRESENT)
North Texas Commercial Association of Realtors (NTCAR)
International Conference of Shopping Centers (ICSC)



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE DUNCANVILLE ECONOMIC DEVELOPMENT CORPORATION
AND CATALYST COMMERCIAL, INC.**

This Contract for Professional Services (the "Contract"), dated _____, 2025, is between the **DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION** (the "DCEDC") and **Catalyst Commercial, Inc.** (the FIRM), whereby the FIRM agrees to provide the DCEDC with certain services as described herein and the DCEDC agrees to pay the FIRM for those services.

1. Scope of Services

A. In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the DCEDC with economic development advisory services to support activities designed to advance economic development projects in the City of Duncanville, assistance with redevelopment strategy, analysis of commercial projects (recruitment of development partners, and/or other economic development services, plus any expenses required to carry out the services mentioned above (collectively referred to as the "Services").

2. Payment

A. In consideration of the FIRM's provision of the Services in compliance with all terms and conditions of this Contract, the DCEDC shall pay the FIRM a management fee equal to \$500.00 per month and **hourly for all other Services performed by FIRM, as set forth below.** Except in the event of a duly authorized change order, approved by the DCEDC in writing, the total cost of all Services and expenses provided under this Contract may not exceed **\$XX.**

B. FIRM shall invoice DCEDC on a monthly basis, along with approved reimbursable expenses incurred to date, and any hourly charges. All invoices shall be due upon receipt and paid within thirty (30) days. Any Services undertaken by FIRM and authorized by DCEDC shall be compensated at the rates set forth below.

\$550.00 per hour for principal
\$250.00 per hour for senior consultants
\$175.00 per hour for associates
\$105.00 per hour for professional support staff

3. Time of Performance

A. FIRM will provide all Services pursuant to this Agreement and will complete such Services within 14 months of the Effective Date of this Contract (the "Term").

B. Time is of the essence of this Contract. The FIRM shall be prepared to provide the Services in the most expedient and efficient manner possible to assist with project activation.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all Services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Contract. Approval of

the DCEDC shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Services, or any document, nor shall the DCEDC's approval be deemed to be the assumption of responsibility by the DCEDC for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective Services or documents furnished by the FIRM at no cost to the DCEDC.

C. In all Services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the DCEDC. The FIRM and its employees are not the agents, servants, or employees of the DCEDC. As an independent contractor, the FIRM shall be responsible for the Services and the final work product contemplated under this Contract. Except for materials and information furnished by the DCEDC, the FIRM shall supply all materials, equipment, and labor required for the Services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the Services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the DCEDC shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property. It is expressly understood and agreed that the DCEDC shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): To the fullest extent permitted by applicable law, the FIRM and its officers, directors, agents, partners, employees, and consultants (collectively, the "Indemnitors") will and do hereby agree to fully and completely indemnify, protect, defend (with counsel approved by the DCEDC), save, and hold harmless the DCEDC, the City of Duncanville, representatives of the DCEDC and the City of Duncanville, their various departments, and their respective officers, directors, employees, and agents (collectively, the "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including attorneys fees (collectively, the "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the Services or any part thereof which are caused in whole or in part by any negligent act or negligent omission of the FIRM or any one of the Indemnitors. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors will be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of such indemnification will be settled by separate proceedings and without jeopardy to any Indemnatee. The provisions of this Section 4.E will not be construed to eliminate or reduce any other indemnification or right which the DCEDC or any of the Indemnitees has by law. Notwithstanding anything contained herein to the contrary, FIRM's liability shall be limited to the actual amount paid to FIRM under this Agreement. These limits of liability shall survive termination of this Agreement.

F. Release. The FIRM releases, relinquishes, and discharges the DCEDC, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the DCEDC's performance under this Contract. Both the DCEDC and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

A. Maintain Coverage. The FIRM agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the DCEDC. All parties to this Contract hereby agree that the FIRM's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

(1) Upon request, FIRM must deliver to DCEDC a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the DCEDC's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the DCEDC. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the Contract to be rejected.**

(2) The DCEDC reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

B. Workers' Compensation Insurance & Employers' Liability Insurance – If applicable, FIRM shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. FIRM shall provide a Waiver of Subrogation in favor of the DCEDC and its agents, officers, officials, and employees.

C. Commercial General Liability Insurance - FIRM shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the DCEDC. The DCEDC and its agents, officers, officials, and employee shall be listed as an additional insured.

D. Business Automobile Liability Insurance - FIRM shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. FIRM shall provide a Waiver of Subrogation in favor of the DCEDC and its agents, officers, officials, and employees.

E. Professional Liability Insurance - FIRM shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, FIRM agrees to maintain a retroactive date equivalent to the inception date of the Contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this Contract. FIRM will be responsible for furnishing certification of coverage for 2 years following Contract completion.

F. Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. FIRM agrees to endorse DCEDC and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess

Liability provides “True Follow Form” coverage.

G. Deductibles, Coinsurance Penalties & Self-Insured Retention - FIRM may maintain reasonable and customary deductibles, subject to approval by the DCEDC. FIRM shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

H. Subcontractors - If the FIRM’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the FIRM, the Subcontractor(s) shall maintain insurance coverage equal to that required of the FIRM. It is the responsibility of the FIRM to assure compliance with this provision. The DCEDC accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

I. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

J. Notice of Coverage - Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration. Upon request, FIRM shall furnish the DCEDC with certified copies of all insurance policies. The Certificate of insurance and all notices shall be sent to:

Duncanville Economic Development Corporation
Attention: Victor Barrera
203 E. Wheatland Road
Duncanville, TX 75116
Emailed to: victor.barrera@duncanvilletx.gov

Failure of the DCEDC to demand evidence of full compliance with these insurance requirements or failure of the DCEDC to identify a deficiency shall not be construed as a waiver of FIRM’s obligation to maintain such insurance.

K. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits – FIRM must provide minimum 30 days prior written notice to the DCEDC of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If DCEDC is notified a required insurance coverage will cancel or non-renew during the Term, the FIRM shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The DCEDC reserves the right to withhold payment to FIRM until coverage is reinstated.

L. FIRM’s Failure to Maintain Insurance – If the FIRM fails to maintain the required insurance, the DCEDC shall have the right, but not the obligation, to withhold payment to FIRM until coverage is reinstated or to terminate the Contract.

M. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the DCEDC’s review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Contract.

6. Termination

A. The DCEDC may terminate this Contract at any time upon **thirty (30)** calendar day's written notice to FIRM. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the DCEDC has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the DCEDC for damages sustained by the DCEDC because of any breach of contract by the FIRM. The DCEDC may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the DCEDC from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Dallas County, Texas.

B. Notices may be made by electronic communication except for notice of default. Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the return receipt requested function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient. Any party hereto may change its address or telecopier number or email address for notices and other communications hereunder by notice to the other parties hereto. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail either registered or certified, or electronically to the following addresses:

The Duncanville Economic Development:
Attn: Victor Barrera
203 E. Wheatland Road
Duncanville, TX 75116
victor.barrera@duncanvilletx.gov

The FIRM:
Catalyst Commercial, Inc.
Attn: Jason Claunch
4719 Cole Avenue, #404
Dallas, Texas 75204
jason@catalystcommercial.net

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the DCEDC and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the DCEDC.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the DCEDC of Duncanville, and with all applicable

rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the Services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM are included in the contract price. Any reimbursements in excess of such budgeted expenses will not be allowed, unless written authorization is obtained from the DCEDC in advance.

H. Non-prejudice - FIRM, and/or its sub consultants (if any) shall not be barred from representing or providing services to the private sector for additional services during or after the termination of this Contract for any engagements related to this work. Furthermore, DCEDC acknowledges that Jason Claunch, principal for FIRM is a licensed real estate broker (TREC #0456163) and authorizes FIRM to act as an intermediary and to appoint its associated licensees to work with the parties in the event that broker also represents a buyer, or tenant, that wishes to purchase or lease property listed with the FIRM. FIRM may act as an intermediary between a prospective buyer or tenant, subject to The Texas Real Estate License Act. DCEDC hereby acknowledges and consents to FIRM acting as an intermediary. No additional fees shall be due to FIRM, from DCEDC, except according to the fees set forth herein in connection with any intermediary services provided by FIRM, unless in writing per separate agreement.

In the event FIRM serves as an Intermediary, FIRM is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. If FIRM acts as an intermediary in a transaction FIRM:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the FIRM in writing not to disclose unless authorized in writing to disclose the information or required to do so by court order.

I. The Parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Executed and effective on this the ____ day of November, 2025 (the "Effective Date").

DESOTO ECONOMIC DEVELOPMENT:

Catalyst Commercial, Inc.

By: _____

Jason Claunch, President

Printed Name

Its:

**Exhibit “A”
Proposed Work Tasks**

Catalyst – DCEDC

Scope

1. Assist with Economic Development Targets

Consultant shall work with DCEDC to support in the analysis and development of an activation strategy based upon available economic assets, DCEDC goals, and activation targets.

Fee: \$XX (payable in 12 monthly installments of \$XX)

2. Development/Redevelopment/Revitalization Support

Per individual Task Orders

Total Reserve for additional hourly work and individual Task Orders: \$XX

Estimated Reimbursable Expenses: \$XX

Management and Overhead: \$500/M

Total (not to exceed): \$XX



BRIEFING SESSION ECONOMIC DEVELOPMENT ADVISORY SERVICES

JANUARY 20, 2026

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

Background

- The City and DCEDC have **historically maintained ownership** of **vacant land** and **improved** properties as an economic activity.
- The underlying goal of **municipal land-banking** activity is to **return** land and property assets back to **economically productive** use in support of corridor redevelopment and strategic activity.
- The **complexity** of development proposals **increases when** the use of **public funds**, financing instruments and creation of **enterprise funding districts** and ownership entities **are proposed**.
- Advisory services are **intended to supplement** staff capacity on particularly **complex** or strategic **transactions**.

How Advisory Services Complement Staff Expertise

- **Supplement** staff-level evaluation of development proposals
- **Assist** with strategic **land positioning** and **site activation**
- Help **validate business cases** for acquisition & disposal of strategic property
- Provide **independent** financial modeling and **market assessment**
- **Strengthen** DCEDC and City Council **decision-making** by considering **independent analysis** and perspective

Consultant Evaluation Process + Selection

- Received **direction to explore advisory support** on strategic property assets.
- The **evaluation of firms** focused on deal analysis, redevelopment strategy, and advisory experience
- Consideration given to **municipal references** and DFW market familiarity
- Staff recommends **Catalyst Commercial**
- This recommendation is **based on their experience** in the regional market, redevelopment expertise, P3 deal structure experience

Catalyst Commercial

Client Experience...



Our strategy is to deliver actionable solutions using a partner-minded approach that builds “complete communities.”

Cost Control Approach

- Task-order model provides **transparency** and **oversight**
- Ensures **predictability** and controlled expenditures
- Limits work to **specific tasks related to** City or DCEDC owned **real estate assets** or strategic **development activity**
- **Up to \$49,000** in consultant services, **subject to** scope, task authorization
- No funds have been committed at this time

Next Steps

- Finalize the **scope of work** based on DCEDC & City Council feedback.
- Target **formal action** on final Professional Services Agreement by DCEDC & City Council during the **first quarter** of 2026.

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Briefing on a proposed Purchase and Sale Agreement with Nationwide Services in the amount of \$15,000 for a vacant surplus land parcel owned by the City of Duncanville and located at 110 W Magnolia Ln.

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:

Marlon Goff

BACKGROUND/HISTORY:

The City of Duncanville acquired property located at 110 Magnolia Lane through a Sheriff's Deed dated November 17, 2004, for \$8,480.00, following foreclosure proceedings. This property has remained city-owned for over 20 years and represents a surplus asset that can be strategically repurposed to support local business expansion and enhance the Main Street commercial corridor. The adjacent business owner, Duncanville Automotive & Muffler, has submitted a formal bid to acquire the property for operational improvements that will benefit both the business and the broader community.

The conveyance of this surplus and under-utilized parcel to the adjacent business will help accomplish the following objectives:

1. **Return** this vacant surplus property to the public marketplace **as a taxable land**

parcel.

2. A purchase price of \$15,000 is proposed as a cost incentive to secure **additional private investment** for **construction of the parking lot** behind the building.

3. Additional rear parking will allow for **removal of stored repair vehicles** on Main Street and be **replaced with landscaping** and fewer daytime customer parking stalls.

PROPERTY DESCRIPTION

Location:	110 Magnolia Ln, Duncanville TX
Size:	8,475 sq/ft or (0.19 Acres)
Description	Rectangular vacant land parcel situated between an auto shop and a 1-story residential dwelling.
Current Use	Vacant surplus land parcel
Assessed Land Value (2024):	\$12,710
Assessed Land Value (2025):	\$33,900
Taxable Value:	\$0.00

SURROUNDING DEVELOPMENT CONTEXT

The subject property is located close to Duncanville's Main Street commercial corridor. The surrounding area includes:

- **Adjacent (West):** 1-story single family unit at the dead-end of Magnolia Ln
- **Adjacent (East):** 1-story automotive repair shop — Duncanville Automotive & Muffler, 919 S Main Street
- **General Area:** Established commercial corridor with automotive service, retail, and small business uses
- **Current Challenges:** Limited off-street parking for customer vehicles, stored repair vehicles occupying Main Street customer parking stalls, inadequate landscaping affecting pedestrian access to sidewalks

PURCHASE PROPOSAL

Buyer: Nationwide Services
Joe Threadgill, Trustee
D/B/A Duncanville Automotive & Muffler
919 South Main Street
Duncanville, Texas 75137

Proposed Purchase Price: \$15,000.00

Intended Use: Off-street parking lot for existing business operations

Additional Terms: The property will require a re-plat to adjoin the existing commercial parcel upon which the business operates. The real estate closing date can be made

contingent upon the approval of the re-plat and permit application for construction of the parking lot by the buyer.

POLICY EXPLANATION:

Attached to this action time is the following forms and exhibits:

1. Direct Sale Request Form For Tax-Foreclosed Property
2. No Title Policy Statement
3. No Conflict of Interest Statement
4. No Outstanding Judgements or Taxes Owed Statement

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:

DCAD Parcel Map, Sheriff Deed_110 Magnolia LN, Buyer Disclosure Forms, IMG_0450, IMG_0449, 110 Magnolia Ln_City Council Presentation

Magnolia Ln

Date of copy: 11/6/2025

DCAD Tax Account: 65001709510390000

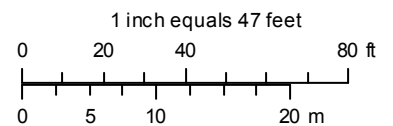


DCAD, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Eagleview

This product is for INFORMATIONAL purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Dallas Central Appraisal District
2949 N Stemmons Freeway
Dallas, TX 75247-6195
(214) 631-1342
www.dallascad.org





Electronically Certified Official Record

(Cover Page)

This cover page is for informational purposes only and is not a requirement when presenting the **Electronic Certified Document**. On the last page of this document, you will find the digital signature bearing the identity and authority of the Clerk. On the left side of each page is a unique code identifying the electronic certification for this document.

DOCUMENT INFORMATION

Agency Name:	Dallas County Clerk
County Clerk:	John F. Warren
Date Issued:	11/6/2025 1:49:51 PM
Unique Reference Number:	BAA-BAA-EIBBDBAA-BDAGABHBAAGEHEDIEBDH- FJDHEA-I
Instrument Number:	13060171006474384137
Requesting Party Code:	100
Requesting Party Reference:	ch_3SQZBkHqNprhepdt1dTRWnY8

HOW TO VERIFY THIS DOCUMENT

This electronically certified Official Record contains a unique electronic reference number for identification printed on each page. This document is delivered in PDF format and contains a digital signature identifying the certifier and a tamper proof seal indicating whether this document has been tampered with. The last page of this document contains a digital signature indicating the certifier as the Dallas County Clerk. Open this document using Adobe Reader software to verify the digital signature of the author. Visit <https://www.dallascounty.org/government/county-clerk/recording/e-certify/e-verify.php> to learn more about validating this certified copy.



Sheriff's Deed**120605-34****Duplicate Deed**

The State of Texas, } **KNOW ALL MEN BY THESE PRESENTS:**
 County of Dallas.

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."



201700284137

SHERIFF DEED 1/2

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 191st Judicial District Court, Dallas County, State of Texas, on 3rd day of October, A. D. 2005 in and for Dallas County, Styled COUNTY OF DALLAS, ET AL, Plaintiff-versus- JOHN L. SMITH, ET AL, Case No.03-31340-T-J. On a certain judgment and Decree of Foreclosure rendered on the 17th day of November, 2004, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 13th day of October, A.D., 2005, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale Unknown Heirs to the Estate of John L. Smith, Deceased (In Rem) owner and unknown owners and Unknown lienholders, Defendant(s) and on the 1st Tuesday in November, A.D. 2004 it being the 17th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Duncanville on its behalf and Trustee for Dallas County, Duncanville ISD, for the sum of \$8,480.00 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$8,480.00 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdéz, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Duncanville on its behalf and Trustee for Dallas County, Duncanville ISD, all of the estate, right, title and interest which the said Defendant had on the 17th day of November, A.D. 2004 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 110 MAGNOLIA, DUNCANVILLE, DALLAS COUNTY, TEXAS. TRACT 39, JONES ANDERSON SURVEY ABSTRACT NO. 17 SITUATED IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 81185 PAGE 2305 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE DEED AND INCORPORATED HEREIN FOR ALL PURPOSES, AND MORE COMMONLY ADDRESSED AS 110 MAGNOLIA, DUNCANVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Duncanville heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 14th day of September, A.D. 2017.

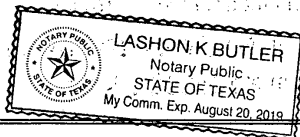
**LUPE VALDEZ, SHERIFF,
DALLAS, COUNTY, TEXAS**

by B. House #517
Deputy Tim Davis #276, Deputy B. House #517.

**The State of Texas,
County of Dallas**

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared **Deputy Tim Davis, #276, Deputy B. House #517** Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of September, A.D. 2017.



Notary

Public,

State

of

Texas

Commission Expires 08-20-2019

The State of Texas, }

County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on _____ day of _____ A.D. 2017, at _____ o'clock _____ M, and duly recorded the _____ day of _____ A.D., 2017, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D. 2017.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
10/06/2017 12:47:43 PM
\$30.00



[Signature]

201700284137

County Clerk Dallas County, Texas.

By _____

Deputy

Send This Deed To: City of Duncanville

C. Oberrender
CITY OF DUNCANVILLE
P.O. BOX 380280
DUNCANVILLE, TX 75138-0280



Appraisal District, 2949 North Stemmons Freeway, Dallas, Texas 75247;

- Copies of maps and/or documents are attached to the solicitation. **IMPORTANT: The City does not conduct surveys and/or provide surveys on tax-foreclosed properties.**
- Any incurred expenses by the interested buyer **are not reimbursable** by the City of Duncanville.
- Court Costs and Program Fees are incorporated into the total purchase price. **In addition, Purchaser is required to pay post-judgment taxes directly to the County Tax Assessor/Collector upon approval of a sale, as may be applicable.**
- Current appropriate zoning information (can be found at:
https://www.duncanvilletx.gov/business/business_and_economic_development/planning_and_zoning

TAX-FORECLOSED PROPERTY - DIRECT SALE REQUEST FORM

PLEASE DELIVER YOUR SUBMITTAL TO:

City of Duncanville
Procurement and Contracting Department
Attn: Elton D. Brock, MBA, CTPM, CTCM, C.P.M., CPSM
203 E. Wheatland
Duncanville, Texas 75116

Property

Address: 110 Magnolia Ln, Duncanville, TX 75116

TAD Account #

Legal

Description: TRACT 39, JONES ANDERSON SURVEY ABSTRACT NO. 17
(Addition, Block & Lot OR Survey, Abstract & Tract)

Offer/Price to be Paid:

The City of Duncanville manages and disposes of the tax-foreclosed property through a competitive solicitation process. Upon notification of the purchase price from city staff, any interested buyer will be required to provide proof of certified funds, including a point of contact from the financial institution (e.g., a Bank letter).

All tax-foreclosed properties are subject to the "right of redemption." Please reference the Texas Property Tax Code Chapter 34 (Tax Sales and Redemption) www.statutes.legis.state.tx.us/Docs/TX/htm/TX.34.htm

Special Note: This request does not guarantee you the property. All requests are reviewed for appropriate qualification criteria, and sales must be approved by the Duncanville City Council. **Incomplete requests will not be considered.** This process may take 2-3 months from receipt of all required documentation to complete.

I (We), the undersigned, hereby submit this application to purchase the above tax-foreclosed property, "**as-is**", **without warranty**. I (We) have been informed that it is my (our) duty to perform due diligence to ensure the property is without encumbrances, and I have accepted this responsibility. I (We) have also been informed that the Buyer(s) will be responsible for paying any post-judgment taxes that may be owed on this property **in addition to** the sales price. I (We) agree to all the terms, conditions, and requirements as detailed in the Solicitation

1st Interested Buyer's Signature
Name

1st Interested Buyer's Printed



JOE THREADGILL

Phone Number

Email

Date

972-298-3619

DUNCANVILLEAUTOMOTIVEJBMAIL.COM

(11-25-25)

2nd Interested Buyer's Signature
Name

2nd Interested Buyer's Printed

Phone Number

Email

Date

Printed Name **EXACTLY** as it should appear on the deed – If this is a business entity, please include the required documentation

NATIONWIDE SERVICES

Buyer's Mailing Address

City

State

Zip Code

919 S. MAIN ST DUNCANVILLE TX, 75137

(Attachment A)

No Title Policy Statement

JOE THREADGILL

110 MAGNOLIA LN.

I/We would like to purchase the property located at and as part of my /our offer to purchase, I/WE acknowledge the following:

ISSUE A TITLE POLICY ON THE PROPERTY, PLEASE CONTACT YOUR TITLE COMPANY TO DETERMINE IF ONE CAN BE ISSUED BEFORE YOU SUBMIT YOUR BID TO THE CITY.

I/We will hold harmless and indemnify the City of Duncanville from any defects in title of the above referenced property.



Signature

Signature

JOE THREADGILL

Printed Name

Printed Name

11-25-25

Date

Date

☐

(Attachment B)

NO CONFLICT OF INTEREST STATEMENT

I/We certify the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Duncanville officer, employee or City Council appointed member of any board or commission.
2. The submission of the bid proposal and sale of this Property would not violate the provisions of Texas Local Government Code 171 – Real Property and Business Interests.
3. The submission of the bid proposal and sale of this Property would not violate the provisions of Texas Local Government Code 176 – Income and Gifts from and Family Relationships with Vendors.
4. The submission of the bid proposal and sale of this Property would not violate the provisions of Texas Government Code 553 – Property Acquired with Public Funds.
5. The submission of the bid proposal and sale of this Property would not violate the provisions of Texas Local Government Code 145 – Financial Disclosure as may be applicable.
6. The submission of the bid proposal and sale of this Property would not violate the provisions of Texas Government Code 2252.908 – Vendor Disclosure of Interested Parties



Signature

Signature

JOE THREADGILL

Printed Name

Printed Name

11-25-25

Date

Date



(Attachment C)

NO OUTSTANDING JUDGMENTS OR TAXES OWED STATEMENT

Offeror #1

I certify that I/Offeror, _____, have no outstanding judgments and do not owe any taxes to the City of Duncanville.

Joe Shredgier

Offeror's or Offeror's Authorized Representative's Signature(s)

11-25-25

Date

Offeror #2

I certify that I/Offeror, have no outstanding judgments and do not owe any taxes to the City of Duncanville.

Joe Shredgier

Offeror's or Offeror's Authorized Representative's Signature(s)

11-25-25

Date



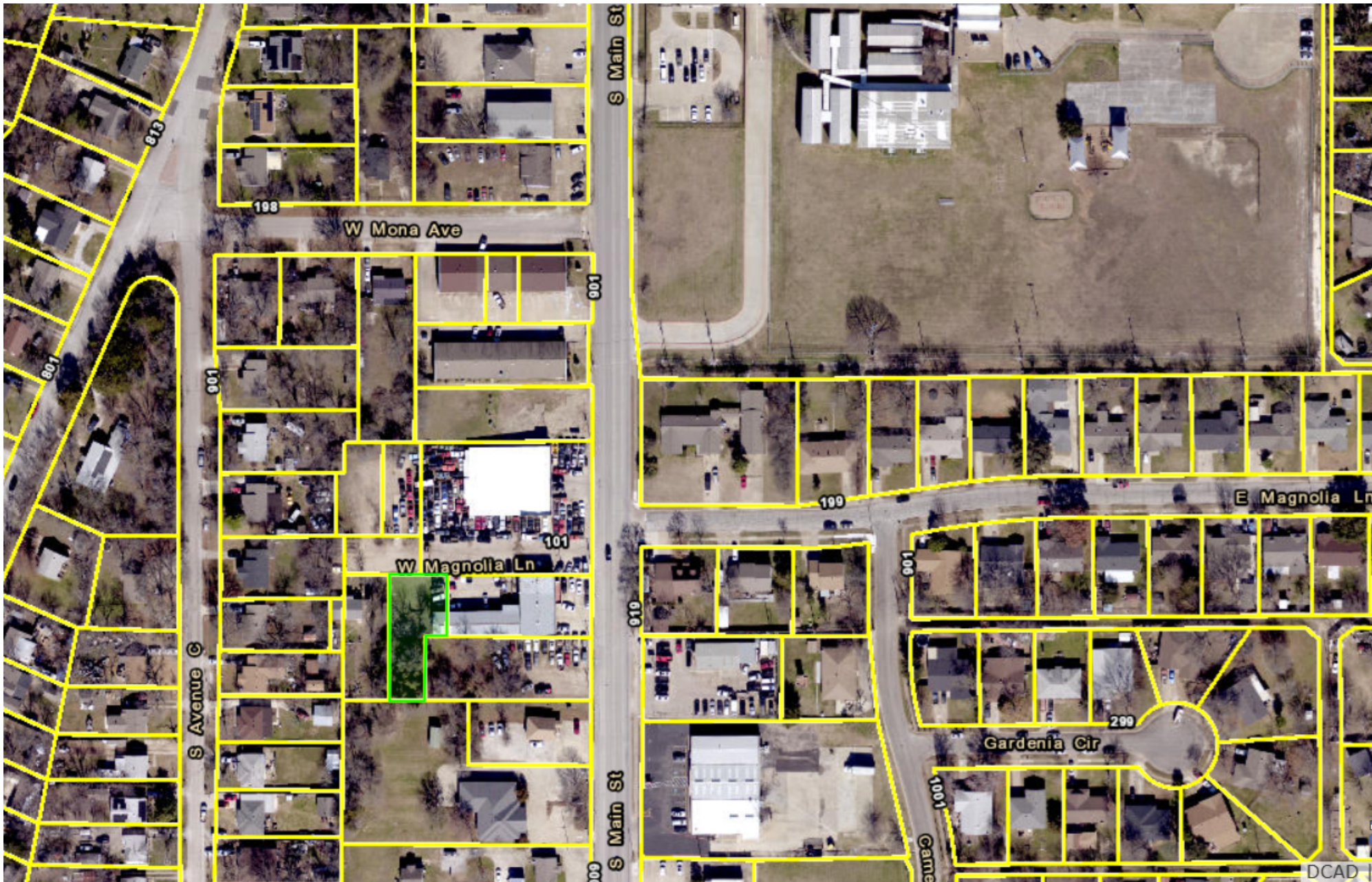




A RESOLUTION APPROVING THE SALE OF A VACANT SURPLUS LAND PARCEL LOCATED AT 110 W. MAGNOLIA LN

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

Subject Property



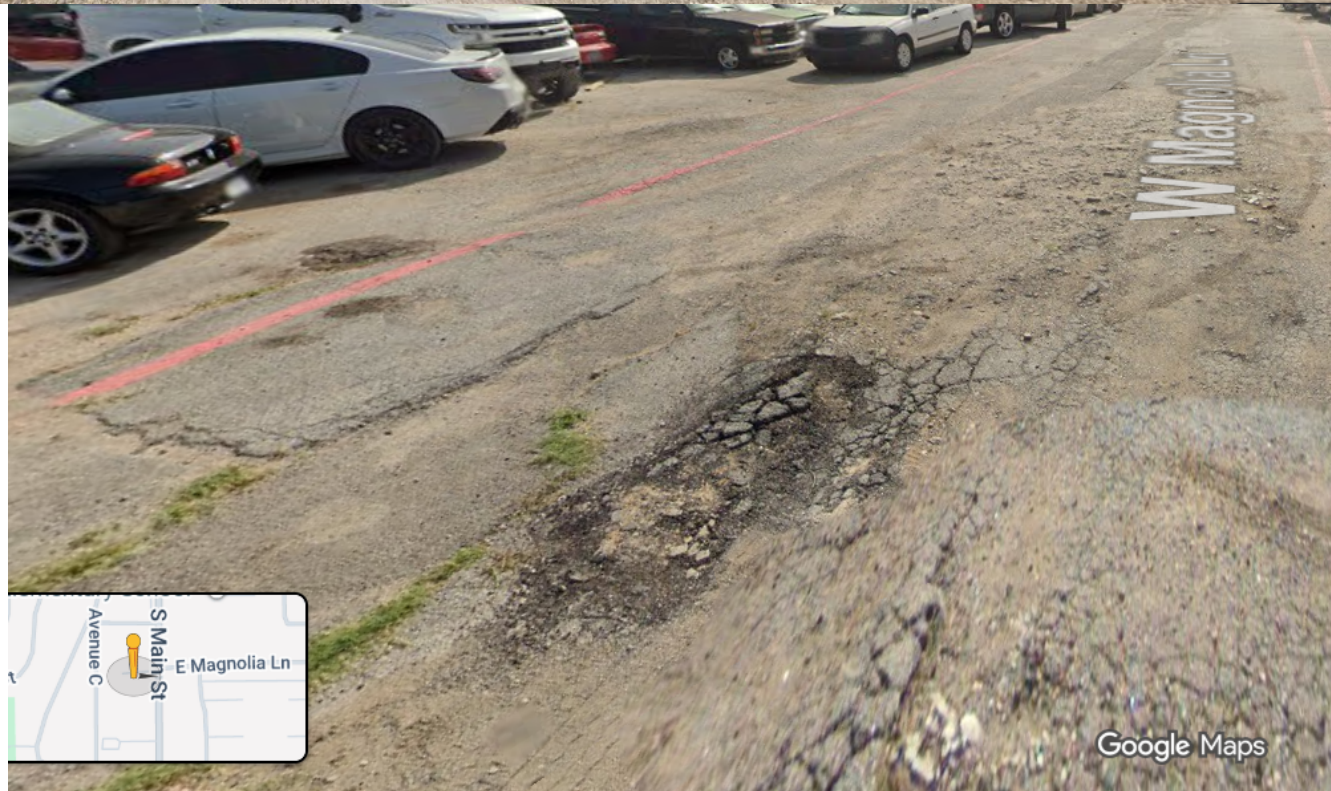
Current Site Conditions



Current Site Conditions



Site Conditions



Google Maps

Property Description

Parcel Size:	8,475 square feet or 0.194 Acres
Parcel Description:	A small vacant parcel situated between (2) private properties
Assessed Land Value: (2025)	\$33,900
Assessed Land Value: (2024)	\$12,710
Taxable Land Value: (2025)	\$0.00

- Sheriff’s Deed **recorded** or transferred to City in **2004**
- Delinquent taxes and liens associated with demolished single-family home previously on site
- **Upon approval** of the purchase agreement, Buyer/Adjacent business owner **required to replat**
- Proposed acquisition of this parcel would allow for construction of off-street parking lot facility
- Purchase agreement to include provisions to remove stored/parked vehicles facing Main Street and install landscaping improvements.

Proposed Purchase Summary:

Buyer: Nationwide Services

Trustee for Nationwide Services is **Joe Threadgill**

Adjacent landowner is **Duncanville Automotive & Muffler**, also owned by **Nationwide Services**

110 W MAGNOLIA LN

Site Address:110 W MAGNOLIA LN

Map Grid:72-F (DALLAS)

Account Type:Commercial

Legal Description 1:JAMES ANDERSON ABST 17 PG 095

Legal Description 2:TR 39

Doing Business As:N/A

Owner Name:DUNCANVILLE CITY OF

Owner Address:PO BOX 380280

Owner City:DUNCANVILLE

Owner State:TX

Owner Zip:75138

Owner Zip +4:0280

Certified Values

Improvement Value:N/A

Land Value:\$ 33,900

Market Value:\$ 33,900

Prev. Mkt. Value:\$ 12,710

Revaluation Year:2025

Property

Jurisdiction

Proposed Purchase Price: **\$15,000**

Purchase Price Considerations:

- ☐ 2025 **DCAD Land Value Increase**
- ☐ Proposed **construction of parking lot** and landscaping improvements installed at Duncanville Automotive & Muffler Shop

THANK YOU

Questions & Discussion



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Briefing on the potential creation of a Charles F. Ladd Nature Preserve Advisory Committee.

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:

Bart Stevenson

BACKGROUND/HISTORY:

The Charles F. Ladd Nature Preserve Master Plan was approved in 2025. Since its approval, staff has received several requests for improvements to the land and many more have been informally discussed by the public. In order to effectively process these requests, with the ultimate goal of implementing the long-term improvements identified in the master plan, it may be best to create an advisory committee to assist staff and the City Council in all matters pertaining to the Charles F. Ladd Nature Preserve. Staff will discuss this option and seek City Council feedback.

POLICY EXPLANATION:

There are no policies related to this item. The City Council has the authority to create committees as deemed necessary.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

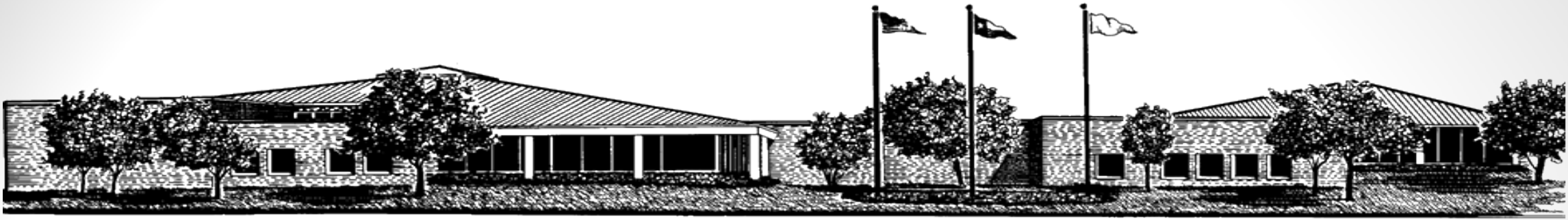
N/A

ACTION ALTERNATIVES:

No formal action is required for this item.

ATTACHMENTS:

20260120 Ladd Advisory Committee_rev MJR 01 05 2026



JANUARY 20, 2026

CITY COUNCIL BRIEFING

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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



BACKGROUND

- The Charles F. Ladd Master Plan was approved in 2025.
- A vital component of the master plan creation included the establishment of an ad hoc steering committee to guide the process.
- With the master plan in place, the next logical step is to create a permanent advisory committee to assist with establishing priorities and providing recommendations to the City Council and staff on the implementation of the master plan.

POTENTIAL ADVISORY MEMBERS

- The make-up of the advisory committee should be diverse. Examples include:
 - Master Naturalists
 - Duncanville Nature Conservancy
 - Nature preserve experts such as Texas Parks and Wildlife, Audubon Society, Land Trusts, etc.
 - Park Board and City Council members
 - Ladd family



OPTIONS AND NEXT STEP

1. Create a stand-alone Ladd Advisory Committee
2. Empower the Park Board to act as the Ladd Advisory Committee
3. Create a Ladd Advisory Sub-Committee that reports to the Park Board
4. Expand the Park Board with one member of the Master Naturalists and one member from the Duncanville Nature Conservancy to serve as the Ladd Advisory Committee
5. No advisory committee

*If the Council agrees to the creation of an advisory committee, staff will prepare the necessary ordinance for an upcoming meeting

Thank you
Any questions?



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Briefing on proposed Advanced Metering Infrastructure plans and funding, discuss the information, and provide direction if necessary.

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
Richard Jackson**

BACKGROUND/HISTORY:

This briefing will provide an overview of the proposed Advanced Metering Infrastructure (AMI) plans and funding for this critical project. By implementing AMI, staff hopes to reduce operational costs, improve operational efficiency, and increase water revenue.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

**ORG and Object Number
N/A**

Available Budget

Purchase Amount

After Encumber

N/A

N/A

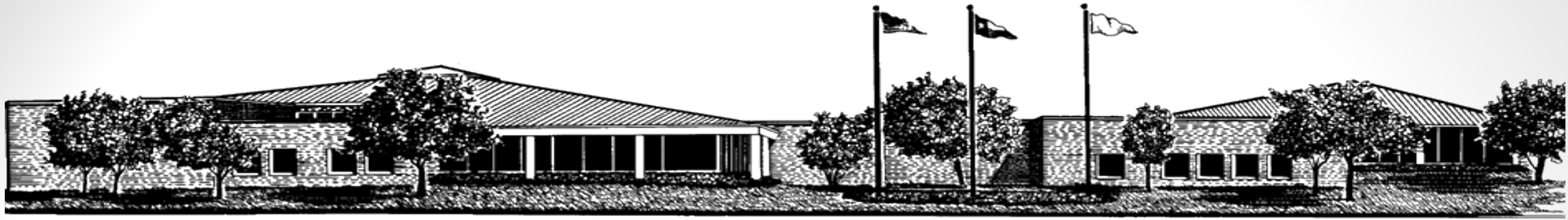
N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Advanced Metering Infrastructure Briefing



WATER ADVANCED METERING INFRASTRUCTURE PROJECT

JANUARY 20, 2025

MATT BRYANT, DIRECTOR OF PUBLIC WORKS

RICHARD JACKSON, MANAGING DIRECTOR OF FISCAL SERVICES/CFO

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

ESPC DEFINITION

Title 9, Local Government Code §302

Energy Savings Performance Contracting (ESPC) is a self-funding energy & sustainability approach that delivers guaranteed savings projects under one contract with a single point of responsibility for engineering design and construction services.

City ESPCs may included both facility improvements that decrease operations and maintenance cost and AMI conversions that increase water revenue.

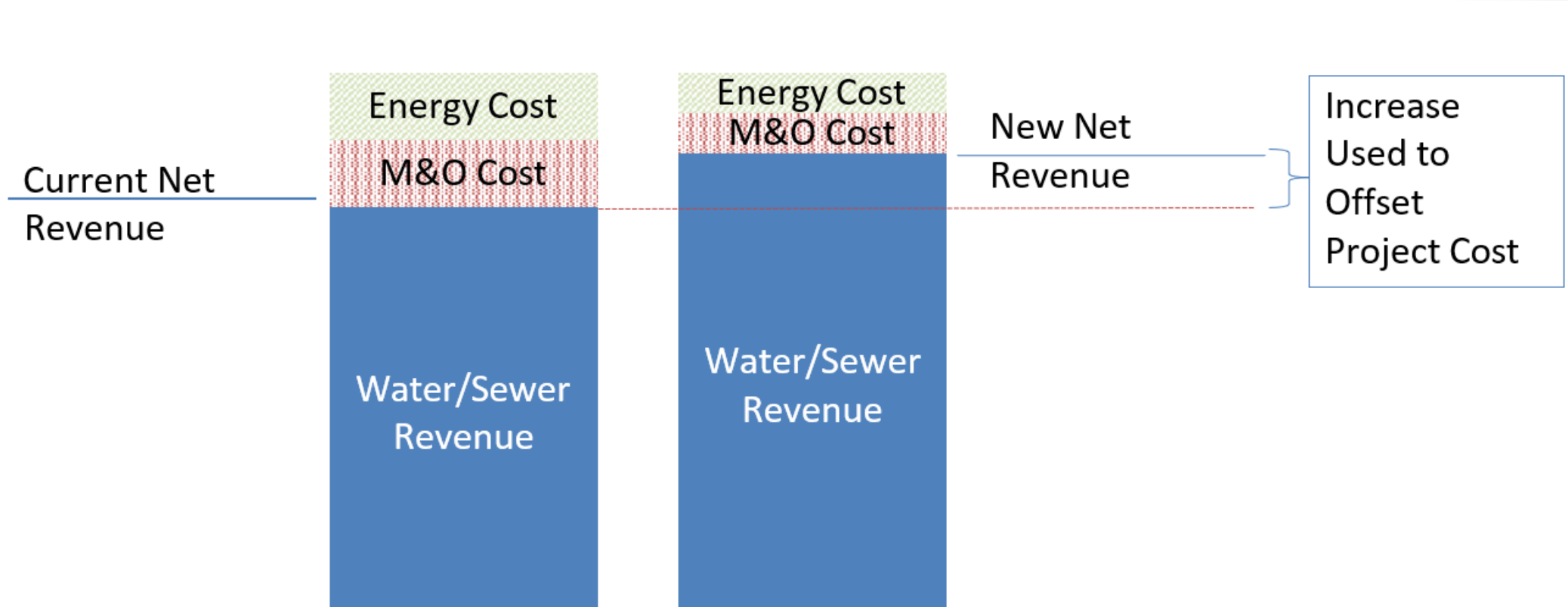
PROJECT VENDOR – PSI



- Established in 1998
- Guaranteed Energy Savings Contracts and Design-Build Public Sector Projects
- 220+ Employees
- Vendor Neutral with Open Book Pricing
- 600+ projects (\$2B+) completed
- 145+ Energy Star® certified buildings



POSITIVE CASH FLOW



PROJECT SCOPE

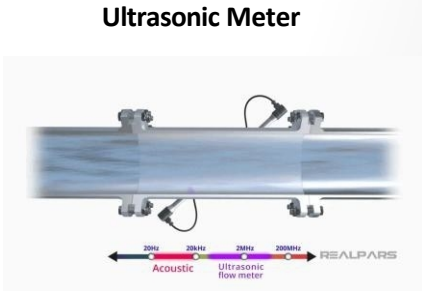
Project Scope	Benefits
UCRM 1 - Water Meter AMI • Modernize infrastructure by converting existing meters to solid-state meters to increase water revenue and reduce operational costs.	❖ Recover lost water/sewer revenue due to meter inaccuracies ❖ Decrease the number of customer service calls ❖ Efficient methodology to address customer service billing disputes ❖ Efficient scheduling and tracking of needed maintenance and testing ❖ Providing a way to validate conservation efforts ❖ Proactive approach to dealing with leaks ❖ Increasing meter reading efficiency



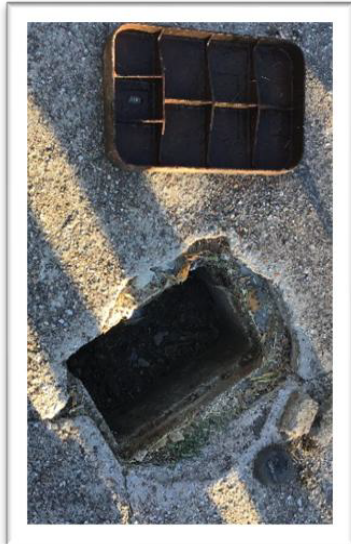
PROJECT SCOPE

- **Base Scope Includes:**
 - Turnkey replacement of 13,176 existing mechanical meters with new Badger ultrasonic meters with cellular AMI endpoints.
 - Replacement of up to 8,083 meter boxes (includes matching composite lid)
 - Replacement of remaining 5,200 lids (for damaged or existing cast iron & concrete lids)
 - Leveling existing boxes to ground level as needed
 - No change orders will be issued for the quantities listed above

Meters	Quantity
5/8"x3/4"	11,196
1"	1,327
1.5"	194
2"	376
3"	60
4"	23
TOTAL	13,176



BOXES & LIDS



Typical Existing Polymer
Box & Lid



Typical Existing Concrete
Box & Cast Iron Lid



METER TESTING & SAVINGS RESULTS

Water Meter Size	Baseline Water to Meters @ 100% Accuracy (gal/yr)*	Measured Meter Accuracy	Baseline Billed Water per Mtr Size (gal/yr)	New Meter Accuracy	Future Water Measured w/ New Meters (gal)	Annual Billed Water Increase (gal)	Annual Billed Water Increase (\$)
5/8" x 3/4" Meters	722,265,896	95.1%	686,626,750	98.5%	711,431,908	24,805,158	\$295,406
1" Meters	229,051,542	95.2%	217,959,750	98.5%	225,615,769	7,656,019	\$91,176
1.5" Meters	71,798,215	83.8%	60,188,500	98.5%	70,721,241	10,532,741	\$125,435
2" Meters	227,780,702	84.4%	192,136,000	98.5%	224,363,992	32,227,992	\$383,805
3" Meters	69,174,798	88.6%	61,320,000	98.5%	68,137,176	6,817,176	\$81,186
4" Meters	42,796,587	98.1%	41,975,000	98.5%	42,154,639	179,639	\$2,139
Totals	1,362,867,741	90.9%	1,260,206,000		1,342,424,725	82,218,725	\$979,147



METER SCORES COMPARISON

		Badger Meter	Master Meter	AV Water	Republic
Category	Evaluation Criteria	Score (1-5)	Score (1-5)	Score (1-5)	Score (1-5)
Meter Hardware, Performance, and Availability	1. Range of sizes in solid state 2. Meter material options (polymer vs non-polymer) 3. AWWA new meter accuracy 4. Current Meter Availability	5.0	4.8	2.8	3.7
Additional Operational Features	1. Remote disconnect / valve option 2. Leak detection capability	4.0	3.0	3.7	4.0
Warranties	1. AWWA accuracy warranty term (years of accuracy commitment) 2. Warranty: register, battery, transmitter (years and coverage)	3.8	4.5	3.8	3.0
AMI Communications & Network Architecture	1. Fixed-based vs cellular vs hybrid 2. Fewest number of collectors recommended 3. Backup reading 4. Scalability to add features	4.5	2.7	3.3	3.3
Billing Integration and Customer Interface	1. Meter Data Management System (MDMS) 2. Customer portal (app / web-only / third-party) 3. Electronic transfer files for meter change-out data 4. Ability to integrate with billing and financial software	4.5	3.7	3.0	3.7
Lifecycle Cost	1. Ongoing / annual maintenance cost (per meter, per endpoint)	4.3	4.0	3.7	3.7
Vendor Capability & Support	1. Reference projects in Texas 2. Provider is meter manufacturer's rep 3. Local technical support	4.5	3.7	3.3	3.3
Grand Total (Overall Vendor Score)		30.6	26.3	23.5	24.7

METER COSTS COMPARISON

With Master Meter’s AMI fees waived for 10 years, the savings have a present value of about \$0.97M when discounted at 5%. That is less than Master’s approximately \$1.74M higher upfront cost.

Meter Size	Quantity	Master vs Badger (Unit Cost %)	Extended Cost Delta (Master - Badger)
5/8" x 3/4"	11,196	2%	\$821,266
1"	1,327	14%	\$157,164
1.5"	194	126%	\$228,282
2"	376	97%	\$436,698
3"	60	-11%	-\$17,880
4"	23	-9%	-\$7,381
AMI Setup Costs	LS	149%	\$117,404

Upfront Premium

↓

\$1,735,554

↓

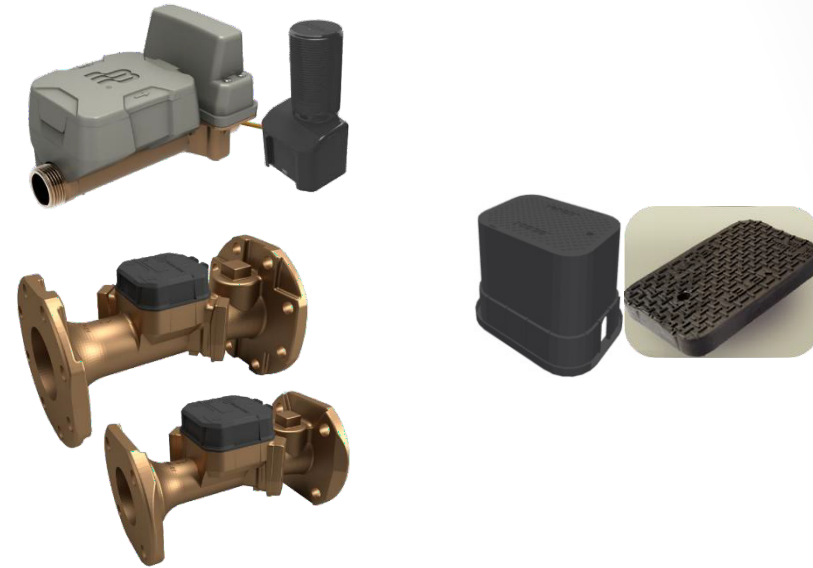
25%

As a result, Badger is about \$0.76M lower on a 10-year net-present-cost basis.

AMI Annual Fee	Badger Meter	Master Meter	Extended Cost Delta (Master - Badger)
Per Endpoint	\$0.77	\$0.88	\$0.11
Overall	\$126,000	\$139,000	\$13,000
For First 10 Years	\$1,260,000	\$0	-\$1,260,000
10-Yr NPV delta at 5%:			\$762,614

PROJECT FINANCIALS

- Meter Selection: Badger Meter
- Total Project Cost: \$11,900,000
- Annual Recovered Water/Sewer Gallons: 82,218,725
- Annual Recovered Water/Sewer Revenue: \$979,147
- Annual O&M Savings: \$92,932 (across 20 years)
- Annual AMI Service Costs: \$126,018



PROJECT FINANCIALS



City of Duncanville, TX								
Construction Cost			\$11,900,000					
Software Integration (Munis)			\$39,528					
Total Costs			\$11,939,528					
Term of Financing								
	Savings			Payments				
Year	Additional Water Revenue	Water Department O&M Savings	Total	Annual Debt Service	Annual AMI Service Cost (SaaS & Naas)	M&V Services	Total Annual Payments	Net Cash Flow
2026 (Construction)	\$146,872	\$0	\$146,872	\$0	\$0	\$0	\$0	\$146,872
2027	\$979,147	\$92,232	\$1,071,379		\$0	\$0	\$0	\$1,071,379
2028	\$979,147	\$94,077	\$1,073,224		\$129,799	\$3,500	\$133,299	\$939,925
2029	\$979,147	\$95,958	\$1,075,105		\$133,693	\$3,500	\$137,193	\$937,912
2030	\$979,147	\$97,877	\$1,077,024		\$137,704	\$3,500	\$141,204	\$935,820
2031	\$979,147	\$99,835	\$1,078,982		\$141,835	\$3,500	\$145,335	\$933,647
2032	\$1,008,521	\$101,832	\$1,110,353		\$146,090	\$3,500	\$149,590	\$960,763
2033	\$1,038,777	\$103,868	\$1,142,645		\$150,472	\$3,500	\$153,972	\$988,673
2034	\$1,069,940	\$105,946	\$1,175,886		\$154,987	\$3,500	\$158,487	\$1,017,399
2035	\$1,102,038	\$108,064	\$1,210,102		\$159,636	\$3,500	\$163,136	\$1,046,966
2036	\$1,135,099	\$110,226	\$1,245,325		\$164,425	\$3,500	\$167,925	\$1,077,400
2037	\$1,169,152	\$106,809	\$1,275,961		\$186,991	\$3,500	\$190,491	\$1,085,470
2038	\$1,204,227	\$103,319	\$1,307,546		\$192,600	\$3,500	\$196,100	\$1,111,446
2039	\$1,240,354	\$95,078	\$1,335,432		\$198,378	\$3,500	\$201,878	\$1,133,554
2040	\$1,277,564	\$88,251	\$1,365,815		\$204,330	\$3,500	\$207,830	\$1,157,985
2041	\$1,315,891	\$81,915	\$1,397,806		\$210,460	\$3,500	\$213,960	\$1,183,846
2042	\$1,355,368	\$75,198	\$1,430,566		\$216,773	\$3,500	\$220,273	\$1,210,293
2043	\$1,396,029	\$69,031	\$1,465,060		\$223,277	\$3,500	\$226,777	\$1,238,283
2044	\$1,437,910	\$63,371	\$1,501,281		\$229,975	\$3,500	\$233,475	\$1,267,806
2045	\$1,481,047	\$58,174	\$1,539,221		\$236,874	\$3,500	\$240,374	\$1,298,847
2046	\$1,525,478	\$53,404	\$1,578,882		\$243,980	\$3,500	\$247,480	\$1,331,402
TOTAL	\$23,800,002	\$1,804,465	\$25,604,467	\$0	\$3,462,279	\$66,500	\$3,528,779	\$22,075,688



WHAT TO EXPECT FROM PSI

- Once the final scope and schedule have been agreed upon, they will:
 - Develop a comprehensive safety plan for the entire project
 - Work with the City staff to develop a detailed schedule
 - Oversee all material procurement, receiving, and storage
 - Oversee and monitor all old meters, boxes, lids, vaults, and spoils for recycling or disposal
 - Contract and manage all subcontractors necessary
 - Oversee and ensure all data swap files are done and complete as sections of meters are replaced
 - Actively monitor all installations to ensure superior workmanship
 - Host and participate in regular project update meetings with the City staff
 - Ensure that all as-built documents are complete and delivered to the City for their files

WHAT SETS THEM APART

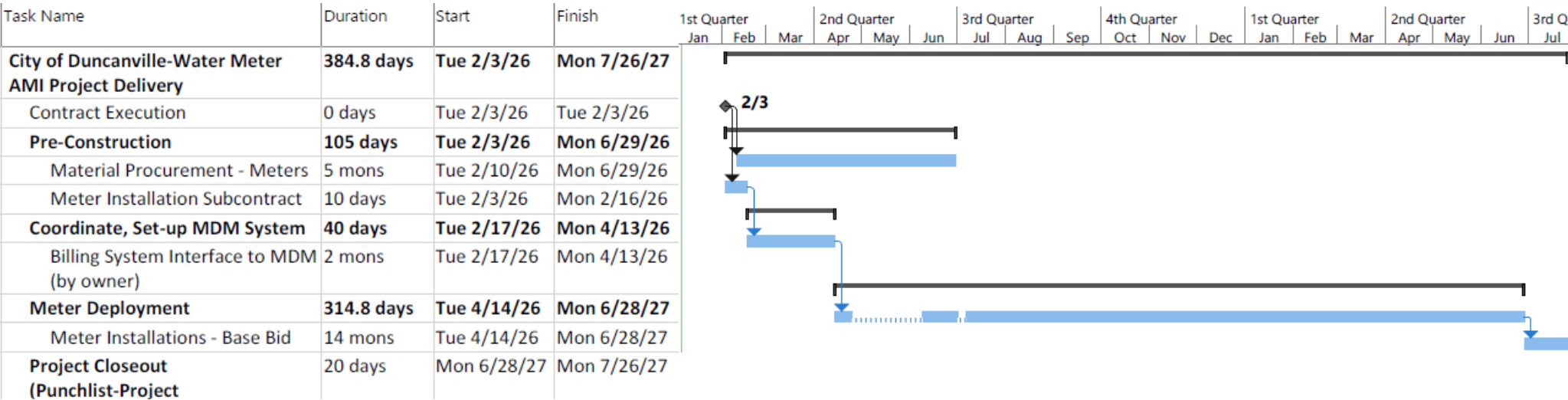
- **Single-Source Responsibility:** PSI assumes all risk and accountability for turnkey project delivery.
- **Guaranteed Meter Accuracy:** Verified and maintained through Measurement & Verification protocols.
- **Fully Managed System Delivery:**
 - Public communication support for residents and utility users
 - Updated meter database and detailed GIS mapping (± 1 meter accuracy)
 - Fully operational AMI system with read-rate guarantees
 - Refurbished or new large-meter vaults
 - Equipment covered under manufacturer's and workmanship warranties
 - Staff training on maintenance and billing
- **Proven Experience:**
 - Multiple successful AMI and monitoring projects completed
 - Refined, field-tested implementation strategies
 - Experienced partner prepared to handle city-specific challenges
- **Outcome:** Smooth, successful AMI and monitoring deployment—minimal disruption for residents and staff

MEASUREMENT & VERIFICATION PHASE

- Meter accuracy guarantees; testing by an engineer (1 year after substantial completion).
- Independent engineering review of savings prior to contract.
- M&V will follow IPMVP/DOE standards with periodic verification.
- Annual reporting to confirm savings/revenues and reconcile guarantees.



PROPOSED CONSTRUCTION SCHEDULE



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

FUNDING & DEBT PROPOSAL

- Issue debt to fund AMI project
 - Certificates of Obligation (CO's)
 - 10 to 16-year repayment term
- Rate Impact
 - Depends on length of repayment term
 - 10, 12, or 15-year - Rate increase would be needed if one of these options is selected.
 - 16-year - Debt service projected to be covered from additional cash flow from AMI project.

FUNDING PROPOSAL – DEBT ISSUANCE

City of Duncanville
 Issuance of Certificates of Obligation to Fund Automated Meter Infrastructure

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Scenario	Project Proceeds	Repayment Term	Interest Rates	True Interest Cost ("TIC")	Average Annual Debt Service	Total Debt Service
1	\$11,939,528	10 Years	Current Market Rates ("CMR")	2.87%	\$1,401,750	\$14,017,500
2	\$11,939,528	12 Years	CMR	3.07%	\$1,214,078	\$14,568,938
3	\$11,939,528	15 Years	CMR	3.37%	\$1,036,607	\$15,549,100
1A	\$11,939,528	10 Years	CMR + 0.50%	3.38%	\$1,437,156	\$14,371,563
2A	\$11,939,528	12 Years	CMR + 0.50%	3.55%	\$1,248,901	\$14,986,813
3A	\$11,939,528	15 Years	CMR + 0.50%	3.84%	\$1,070,829	\$16,062,431

NOTE: Certificates of obligation structure assumes a May 2026 delivery and level annual debt service. Sizing includes all estimated costs of issuance.

REPAYMENT SCHEDULE OVER 16 YEARS

City of Duncanville
 Issuance of Certificates of Obligation to Fund Automated Meter Infrastructure

A	B	C	D	E	F	G	H	I	J
		Series 2026 Certificates of Obligation - 3.51% ⁽²⁾				Series 2026 Certificates of Obligation - 3.97% ⁽³⁾			
FYE	Net Cash Flow ⁽¹⁾	Principal	Interest	Total P+I	Coverage (B / E)	Principal	Interest	Total P+I	Coverage (B / I)
2026									
2027	\$ 1,071,379	\$ 380,000	\$ 652,125	\$ 1,032,125	1.04x	\$ 385,000	\$ 683,281	\$ 1,068,281	1.00x
2028	939,924	400,000	500,300	900,300	1.04x	410,000	524,825	934,825	1.01x
2029	937,912	420,000	479,800	899,800	1.04x	430,000	503,825	933,825	1.00x
2030	935,820	435,000	458,425	893,425	1.05x	450,000	481,825	931,825	1.00x
2031	933,647	455,000	436,175	891,175	1.05x	470,000	458,825	928,825	1.01x
2032	960,763	510,000	412,050	922,050	1.04x	525,000	433,950	958,950	1.00x
2033	988,672	565,000	385,175	950,175	1.04x	580,000	406,325	986,325	1.00x
2034	1,017,399	620,000	355,550	975,550	1.04x	640,000	375,825	1,015,825	1.00x
2035	1,046,966	685,000	322,925	1,007,925	1.04x	700,000	342,325	1,042,325	1.00x
2036	1,077,400	750,000	287,050	1,037,050	1.04x	770,000	305,575	1,075,575	1.00x
2037	1,085,470	795,000	248,425	1,043,425	1.04x	815,000	265,950	1,080,950	1.00x
2038	1,109,445	860,000	207,050	1,067,050	1.04x	880,000	223,575	1,103,575	1.01x
2039	1,133,553	930,000	162,300	1,092,300	1.04x	950,000	177,825	1,127,825	1.01x
2040	1,157,986	1,005,000	113,925	1,118,925	1.03x	1,025,000	128,450	1,153,450	1.00x
2041	1,183,846	1,075,000	67,300	1,142,300	1.04x	1,105,000	77,963	1,182,963	1.00x
2042	1,210,292	1,145,000	22,900	1,167,900	1.04x	1,180,000	26,550	1,206,550	1.00x
	<u>\$ 16,790,474</u>	<u>\$ 11,030,000</u>	<u>\$ 5,111,475</u>	<u>\$ 16,141,475</u>		<u>\$ 11,315,000</u>	<u>\$ 5,416,894</u>	<u>\$ 16,731,894</u>	

(1) Projected by PSI.
 (2) Sizing includes all estimated costs of issuance. Provides \$11,939,528 in project proceeds. Interest based on current market rates as of 1/12/26 with no interest rate cushion.
 (3) Sizing includes all estimated costs of issuance. Provides \$11,939,528 in project proceeds. Interest based on current market rates as of 1/12/26 + 0.50% interest rate cushion.



REPAYMENT SCHEDULE OVER 16 YEARS

City of Duncanville, TX								
Construction Cost			\$11,900,000					
Software Integration (Munis)			\$39,528					
Total Costs			\$11,939,528					
Term of Financing			16 Years					
	Savings			Payments				
Year	Additional Water Revenue	Water Department O&M Savings	Total	Annual Debt Service	Annual AMI Service Cost (SaaS & Naas)	M&V Services	Total Annual Payments	Net Cash Flow
2026 (Construction)	\$146,872	\$0	\$146,872	\$0	\$0	\$0	\$0	\$146,872
2027	\$979,147	\$92,232	\$1,071,379	\$1,068,281	\$0	\$0	\$1,068,281	\$3,098
2028	\$979,147	\$94,077	\$1,073,224	\$934,825	\$129,799	\$3,500	\$1,068,124	\$5,100
2029	\$979,147	\$95,958	\$1,075,105	\$933,825	\$133,693	\$3,500	\$1,071,018	\$4,087
2030	\$979,147	\$97,877	\$1,077,024	\$931,825	\$137,704	\$3,500	\$1,073,029	\$3,995
2031	\$979,147	\$99,835	\$1,078,982	\$928,825	\$141,835	\$3,500	\$1,074,160	\$4,822
2032	\$1,008,521	\$101,832	\$1,110,353	\$958,950	\$146,090	\$3,500	\$1,108,540	\$1,813
2033	\$1,038,777	\$103,868	\$1,142,645	\$986,325	\$150,472	\$3,500	\$1,140,297	\$2,348
2034	\$1,069,940	\$105,946	\$1,175,886	\$1,015,825	\$154,987	\$3,500	\$1,174,312	\$1,574
2035	\$1,102,038	\$108,064	\$1,210,102	\$1,042,325	\$159,636	\$3,500	\$1,205,461	\$4,641
2036	\$1,135,099	\$110,226	\$1,245,325	\$1,075,575	\$164,425	\$3,500	\$1,243,500	\$1,825
2037	\$1,169,152	\$106,809	\$1,275,961	\$1,080,950	\$186,991	\$3,500	\$1,271,441	\$4,520
2038	\$1,204,227	\$103,319	\$1,307,546	\$1,103,575	\$192,600	\$3,500	\$1,299,675	\$7,871
2039	\$1,240,354	\$95,078	\$1,335,432	\$1,127,825	\$198,378	\$3,500	\$1,329,703	\$5,729
2040	\$1,277,564	\$88,251	\$1,365,815	\$1,153,450	\$204,330	\$3,500	\$1,361,280	\$4,535
2041	\$1,315,891	\$81,915	\$1,397,806	\$1,182,963	\$210,460	\$3,500	\$1,396,923	\$883
2042	\$1,355,368	\$75,198	\$1,430,566	\$1,206,550	\$216,773	\$3,500	\$1,426,823	\$3,743
2043	\$1,396,029	\$69,031	\$1,465,060		\$223,277	\$3,500	\$226,777	\$1,238,283
2044	\$1,437,910	\$63,371	\$1,501,281		\$229,975	\$3,500	\$233,475	\$1,267,806
2045	\$1,481,047	\$58,174	\$1,539,221		\$236,874	\$3,500	\$240,374	\$1,298,847
2046	\$1,525,478	\$53,404	\$1,578,882		\$243,980	\$3,500	\$247,480	\$1,331,402
TOTAL	\$23,800,002	\$1,804,465	\$25,604,467	\$16,731,894	\$3,462,279	\$66,500	\$20,260,673	\$5,343,794

FUNDING OPTIONS - RECOMMENDATION

- 16-Year Repayment Option
 - Debt service would be covered by projected increase in cash flow
 - Gives City increased flexibility for other capital needs
 - Service Center
 - Lead Line Inventory (TWDB)



TIMELINE FOR DEBT ISSUANCE

- February, 2026
 - Present Resolution for AMI
 - Council approves Notice of Intent to issue CO's
- April, 2026
 - CO's can be sold (60 days after NOI)
- May, 2026
 - Project proceeds received (30 days after sale)
- February, 2027
 - First debt service payment due
 - To be included with FY2027 Approved Budget

Thank you
Any questions?



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Kimley Horn-ADG Police and Courts 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

STAFF RESPONSIBLE:

Angel Deal

Vicky De Los Santos

Chief Stogner, Police Chief

BACKGROUND/HISTORY:

A new Police Facility was originally planned for a bond election in November 2025. After further evaluation and discussion, it became clear that a spatial analysis and needs assessment were necessary before asking voters to consider such a significant capital investment in our community. City Administration and the City Council therefore agreed to move the bond election to May 2026. By the February 2026 cut-off, the spatial analysis and needs assessment will be completed to determine the appropriate size and requirements for either a new facility or an expansion of the existing one.

As a result, the City issued a public RFP and selected Kimley-Horn ADG to conduct the assessment. The internal team presented preliminary findings and updates on November 18, 2025, and December 16, 2025. In response to the questions and feedback received during those briefings, Kimley-Horn will now present their full findings and recommendations for the Police and Courts Facility.

POLICY EXPLANATION:

This item is being considered for the bond election with an impact on residents. Providing information on the needs/spatial assessment supports responsible planning and public trust.

FUNDING SOURCE:
ORG and Object Number
N/A

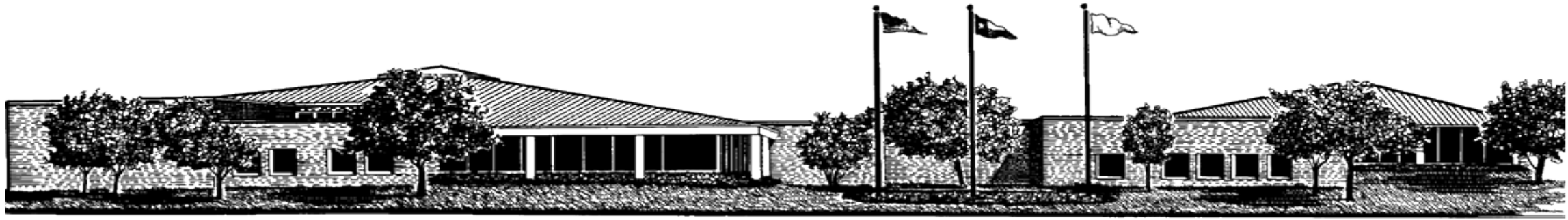
Available Budget	Purchase Amount	Amount after Encumber
60,000	60,000	0

ACTION ALTERNATIVES:

Other actions as directed by Council.

ATTACHMENTS:

Kimley Horn ADG Presentation 1_20_26



POLICE & COURTS FACILITY NEEDS ASSESSMENT

RODNEY MCMANUS, LEED AP ADG
ANNIE BRISCOE, PE KIMLEY HORN
MATT 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

Overview

- Recap
- Kimley Horn ADG Presentation
- Development Options & Master Planning
- Preliminary Estimate of Development Costs

Next Steps

- Additional Review/Revisions
- Additional Site Assessments or other actions as directed by City Council
- Master Planning
- *Conceptual Design



Q&A
Thank you!



STAFF REPORT

MEETING: City Council - January 20, 2026

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 Main Street, 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:

**Victor Barrera
Richard Abernethy**

BACKGROUND/HISTORY:

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 Main Street, 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.

POLICY EXPLANATION:

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 Main Street, 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.

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:

None



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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:

Robert Hager, City Attorney

BACKGROUND/HISTORY:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

POLICY EXPLANATION:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

FUNDING SOURCE:

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

None

Duncanville City Council Meeting Minutes Tuesday, January 6, 2026

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, January 6, 2026, 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

Council Arriving At:

Council Absent: Councilmember Kyle Pennebaker

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

A. January and February 2026 Council Calendars

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 7:09 PM.

A. Briefing on a proposed development at 918 E. Highway 67, including a potential sales tax sharing agreement

Presented by Assistant Director of Economic Development Marlon Goff. John Dicky and Arthur Bruso, with Catalyst, assisted in answering questions.

B. Southwest Regional Communications Center (SWRCC) Briefing

Presented by Tamara Bell with the Southwest Regional Communication Center.

C. Briefing on Texas Coalition for Affordable Power (TCAP) Program

Presented by Margaret Somereve with Texas Coalition for Affordable Power.

D. Briefing on City Travel Policy

Presented by the Managing Director of Fiscal Services/CFO Richard Jackson.

EXECUTIVE SESSION

The Executive Session was opened at 7:14 p.m., and Mayor Contreras read the item into the record.

Mayor Contreras recessed the Executive Session at 7:24 PM to convene the Regular session.

The Executive Session reconvened at 8:47 PM.

The Council closed the Executive Session at 10:18 PM to reconvene the Regular Session.

- A. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.
- B. 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 Main Street, 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)

The City Council convened into Regular Session in the Council Chambers at 7:30 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 requested extended time for his report.

Councilmember McBurnett made a motion to extend the time, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

Mayor Contreras yielded his time to Mrs. Marlyse Gordon to report on a story of a car giveaway from Freedom Chevrolet to a deserving Mom in the City.

B. Councilmember's Report

Mayor Pro Tem Gooden updated citizens on bags of leaves as it relates to Republic pickup. She asked for patience to get bags of leaves as well as the trash pickup.

Councilmember McBurnett reported on the Sandra Meadows Tournament at the end of December and the upcoming Celebrate Duncanville event by the Chamber of Commerce.

C. City Manager's Report

Mr. Abernethy reported that Duncanville was selected for the Safe Streets and Roads grant

by the Texas Department of Transportation (TxDOT). He thanked the Public Works team for their work on this grant. He then gave condolences to the family of Don Dotson, former City Manager of Duncanville, on his passing.

5. PROCLAMATIONS AND PRESENTATIONS

- A.** Proclamation for Martin Luther King, Jr. Day 2026. MLK Day is on January 19, 2026.

Read by Councilmember Jeremy Koontz.

- B.** Receive a briefing and demonstration of the OpenGov Financial Transparency portal.

Presented by Budget Administrator Jennifer Otey.

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.

Tai Fang Leu 439 Blueridge Dr.
Transparency

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 December 12, 2026, Special Called Meeting and the December 16, 2026, Regular Meeting City Council Meeting.
- B.** Consider a Resolution authorizing the City Manager to execute a Landscape Maintenance Agreement between the City of Duncanville and the Texas Department of Transportation (TxDOT) for the 2026 Green Ribbon Project on Interstate 20 between North Cedar Ridge Drive and Main Street. The Agreement defines responsibilities for installation and ongoing maintenance of landscape and irrigation improvements within the state right-of-way.

Councilmember Don McBurnett made a motion to approve the consent agenda, Mayor Pro-Term DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Item A - no action taken.

Item B - Councilmember Don McBurnett made a motion to reject the bid for RFP 25-0015, and reject all proposals and instruct staff to invite new bids for management. Mayor Pro-Term DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

Councilmember Don McBurnett made a motion to approve the Second Amendment to the purchase and sale agreement between the City of Duncanville, TX, and KKMD Investments, LLC, to extend the closing date to on or before February 13, 2026, and authorize the city manager to sign, Councilmember Joe Veracruz seconded the motion. The vote was cast 5 for, 1 against (Mayor Pro Tem DeMonica Gooden).

- B.** Conduct a public hearing for consideration and action regarding ZONE-2025-00009 request of Brian Neal, owner, and James Cartwright, agent for a Zoning Change from Local Office/Retail (LOR) District to Single-Family Residential District 13 (SF-13) on Eckerd Griffith Green, Lot 2, ACS 1.0844, more commonly known as 810 W. Wheatland Road, City of Duncanville, Dallas County, Texas.

Presented by Assistant Director of Planning LaSheyla Jones.

Mayor Contreras opened the public hearing at 8:09 PM.
Spoke in support - Tai Fang Leu 439 Blueridge Dr.
Spoke in opposition - none

Councilmember Jeremy Koontz made a motion to close the public hearing, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against.
Mayor Contreras closed the public hearing at 8:14 PM

Councilmember Don McBurnett made a motion to approve the item, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against.

- C.** Conduct a public hearing for consideration and action for ZONE-2025-00018 request of Costco Wholesale, applicant, for a Specific Use Permit (SUP) to allow for accessory and incidental fuel pumps, on real property located at 250 W. Highway 67, legally described as Lot 2, Block A of Three Corners Addition to the City of Dallas, Dallas County, Texas.

Presented by LaSheyla Jones.

Mayor Contreras opened the public hearing at 8:20 PM.

Spoke in support - none

Spoke in opposition - Julie Siegler 214 Meadowcreek

Councilmember Don McBurnett made a motion to close the public hearing, Mayor Pro-Term DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

The public hearing was closed at 8:23 PM.

Councilmember Don McBurnett made a motion to approve, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against.

- D.** Conduct a public hearing for consideration and action for ZONE-2025-00001 request of Roland Ako, owner/applicant, to amend an existing Specific Use Permit (SUP) site plan for a drive-thru on real property located at 102 E. Danieldale Road, 1.170 acres, legally described as Hopco Wedge Tract 1, City of Duncanville, Dallas County, Texas.

Presented by City Planner Desiree' Powell.

Mayor Contreras opened the public hearing at 8:33 PM.

Spoke in support - none

Spoke in opposition - none

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against.

The public hearing was closed at 8:35 PM.

Councilmember Don McBurnett made a motion to approve the item, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 5 for, 1 against (Councilmember Jeremy Koontz).

9. STAFF AND BOARD REPORTS

- A.** Briefing on Requests for Public Information

Presented by Assistant Police Chief Adrian Tijerina.

Mayor Contreras recessed the regular session at 8:40 PM to reconvene into Executive Session.

The regular session reconvened at 10:21 PM

ADJOURNMENT

The meeting was adjourned at 10:23 PM.

APPROVED:

CITY SECRETARY

DRAFT



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Consider a resolution approving the Special Events Sponsorship Packet

Vision Statement:

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

Pillar:

Quality of Life

STAFF RESPONSIBLE:

Devon Handley

BACKGROUND/HISTORY:

The City of Duncanville’s Special Events Sponsorship Program was developed to establish a clear, consistent, and transparent framework for securing private-sector and community support for city-led events and programs. As the City’s signature events have expanded in scale and complexity, the need for a formalized sponsorship structure has become increasingly important to ensure sustainability, fiscal responsibility, and equitable partnership opportunities.

Historically, sponsorships for city events were secured on an event-by-event basis with varying levels of recognition, pricing, and deliverables. While successful, this approach lacked standardization and limited the City’s ability to maximize sponsorship revenue, provide consistent value to partners, and efficiently manage sponsor relationships across multiple events.

The Sponsorship Program was created to address these challenges by establishing standardized sponsorship tiers, defined benefits, and consistent recognition opportunities across the City’s special events portfolio. This structure allows sponsors to clearly understand the value of their investment while enabling the City to better align sponsorship support with event costs, marketing efforts, and operational needs.

In addition to offsetting event expenses, the Sponsorship Program supports broader economic development and community engagement goals. Local and regional businesses gain visibility through high-attendance events, while the City strengthens relationships with private partners who share an interest in supporting community-driven programming. The program also enhances transparency and accountability by ensuring sponsorships are administered in accordance with City policies and approved guidelines.

Adopting the sponsorship resolution formalizes the City's commitment to a sustainable, scalable, and professional approach to event funding—allowing signature events to continue growing while minimizing reliance on general funds and maintaining free or low-cost access for residents.

POLICY EXPLANATION:

This resolution establishes a formal policy framework for the City of Duncanville's Special Events Sponsorship Program, providing clear authority and guidance for the solicitation, acceptance, and administration of sponsorships associated with City-hosted special events.

As Duncanville's signature events continue to grow in size, attendance, and regional visibility, the City has identified the need for a consistent and transparent sponsorship policy that ensures fairness, accountability, and alignment with municipal objectives. This policy standardizes how sponsorship opportunities are offered, evaluated, and recognized, replacing informal or event-specific practices with a structured approach approved by City Council.

The policy authorizes staff to implement standardized sponsorship tiers, pricing, and benefit packages that clearly define sponsor recognition, marketing exposure, and participation opportunities. This consistency allows sponsors to understand the value of their investment while ensuring the City maintains control over branding, messaging, and public presentation at City-led events.

Adoption of this policy also supports fiscal stewardship by allowing sponsorship revenue to offset event-related expenses, reducing reliance on DCEDC fund resources and helping maintain free or low-cost access to community events. Sponsorship funds will be used solely for event support, marketing, and operational needs in accordance with City financial policies and applicable procurement requirements.

The policy further ensures that all sponsorships comply with ethical standards and City guidelines, including restrictions on prohibited sponsorship categories, conflict-of-interest safeguards, and the City's right to approve or decline sponsorships that do not align with community values or municipal priorities.

By adopting this resolution, City Council affirms its commitment to a sustainable, professional, and transparent sponsorship program that supports high-quality special

events, strengthens public-private partnerships, and advances Duncanville's quality-of-life and economic development goals.

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 sponsorship -council edits (1), special event sponsorship edited

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS, APPROVING THE SIGNATURE EVENT
SPONSORSHIP PACKAGE AS RECOMMENDED BY THE
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT
CORPORATION (DCEDC); AUTHORIZING CITY STAFF TO SOLICIT
AND ACCEPT CONTRIBUTIONS IN ACCORDANCE WITH THE
APPROVED PACKAGE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Duncanville hosts multiple City-led special events throughout the year that support community engagement, tourism, economic development, and quality-of-life objectives; and

WHEREAS, these events serve as key drivers of local economic activity, supporting small businesses, vendors, restaurants, and regional visitation; and

WHEREAS, private sponsorships provide an opportunity to offset event costs, reduce reliance on public funds, and create mutually beneficial partnerships between the City and local or regional businesses; and

WHEREAS, the City has developed a Sponsorship Proposal for Duncanville's Special Events, outlining sponsorship levels, benefits, recognition opportunities, customizable packages, and payment terms to ensure consistency, transparency, and mutual benefit for sponsors and the City; and

WHEREAS, at the meeting on October 27, 2025, the Duncanville Community & Economic Development Corporation (DCEDC) reviewed the Signature Event Sponsorship Package and voted unanimously to recommend approval to the City Council, and the DCEDC has expressed its support for leveraging sponsorships as an economic development tool that enhances tourism, cultural vitality, and overall community experience; and

WHEREAS, the City Council desires to formally authorize the use of this sponsorship program and delegate administrative authority for implementation in accordance with City policies and applicable laws;

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

SECTION 1. The City Council hereby authorizes the use of a Sponsorship Program to govern the solicitation, acceptance, and administration City-sponsored special events, including but not limited to Holiday Lights in the Park, BloomFest Music & Arts Festival, Best Southwest Juneteenth Celebration, 4th of July Celebration, and the Best Southwest Hispanic Heritage event.

SECTION 2.

The Program shall operate in accordance with the sponsorship tiers, pricing, benefits, recognition opportunities, and conditions as outlined in the City's approved Sponsorship Packet, attached hereto as Exhibit A and incorporated by reference.

The Sponsorship Packet may include, but is not limited to:

- Defined sponsorship levels and contribution amounts
- Marketing and recognition benefits associated with each level
- Limitations and exclusions related to sponsorship categories
- Sponsorship term and event applicability

Any material changes to sponsorship tiers, pricing, or benefits shall require City Council approval.

SECTION 3. The City Manager, or designee, is authorized to administer the Sponsorship Program, including:

- Soliciting and accepting sponsorships consistent with the approved proposal;
- Executing sponsorship agreements and acknowledgements;
- Approving customized sponsorship packages when appropriate; and
- Ensuring sponsor recognition aligns with City branding, event objectives, and adopted policies.

SECTION 4. All sponsorships shall be documented through written sponsorship agreements approved as to form by the City Attorney or designee. Sponsorship agreements shall clearly define:

- Sponsor contribution amount
- Sponsorship benefits and recognition
- Term and applicable event(s)
- Conditions for termination or modification

No sponsorship agreement shall obligate the City beyond the scope authorized by this resolution.

SECTION 5. All sponsorship funds received through this program shall be used solely for City-sponsored special events and related activities in accordance with approved event budgets, financial policies, and applicable funding requirements.

SECTION 6.

The City reserves the right to reject or terminate any sponsorship that conflicts with City

values, policies, or public interests. Sponsorships shall comply with all applicable ethical standards, conflict-of-interest requirements, and City regulations.

SECTION 7. This resolution shall take effect immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 20th day of January 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



SPECIAL EVENT SPONSORSHIPS

JANUARY 20, 2026

DEVON HANDLEY, SPECIAL EVENTS PLANNER

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

WHY DUNCANVILLE'S SIGNATURE EVENTS MATTER

- Heartbeat of our community
- Celebrate community & business
- Economic impact
- Build pride & identity

BUSINESSES

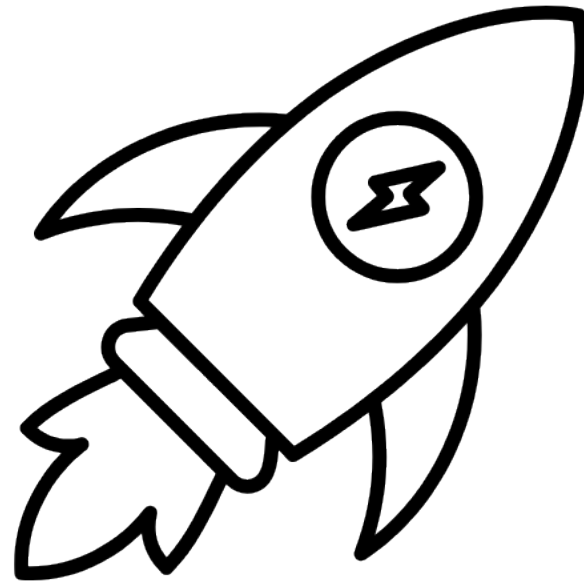
Allow local businesses to gain visibility & connect



ECONOMIC IMPACT



Boost Local
Growth



Boost
Spending



Ripple
Effects

THE NUMBERS



2024

5.5K attendees
\$135K budget



2025

4K attendees
\$60K budget



2025

12.5K attendees
\$160K budget



2025

7.5K attendees
\$80K budget

Average dwell time is 90-120 minutes

PRESS COVERAGE



Ran ads during prime time & on the radio



Created curated ads to run 2 weeks – 1 month before events



Ran boosted ad campaigns based on needs



Ran boosted ad campaigns based on needs; tailored to follower base

PACKAGES

1

CHAMPION
SPONSOR

2

GOLD
SPONSOR

3

SILVER
SPONSOR

CHAMPION SPONSOR Maximum exposure across all events throughout the year as the premier sponsor. \$50,000+	GOLD SPONSOR Extensive exposure at all events, showcasing your commitment to Duncanville. \$30,000	SILVER SPONSOR Prominent branding and strong community recognition. \$20,000
---	--	--

KEY DIFFERENCES: VIP ticket amount, event recognition & opportunities, logo placement opportunities, and social media presence.

PACKAGES

4

BRONZE
SPONSOR

5

COPPER
SPONSOR

6

SUPPORTER
SPONSOR

BRONZE SPONSOR Visibility at special events with solid exposure throughout the year. \$10,000	COPPER SPONSOR Visibility through select marketing efforts and event exposure. \$7,500	SUPPORTER SPONSOR Integral support provides valuable visibility. \$5,000
--	---	---

KEY DIFFERENCES: VIP ticket amount, event recognition & opportunities, logo placement opportunities, limited event availability, and social media presence.

EXAMPLES OF EVENT BRANDING

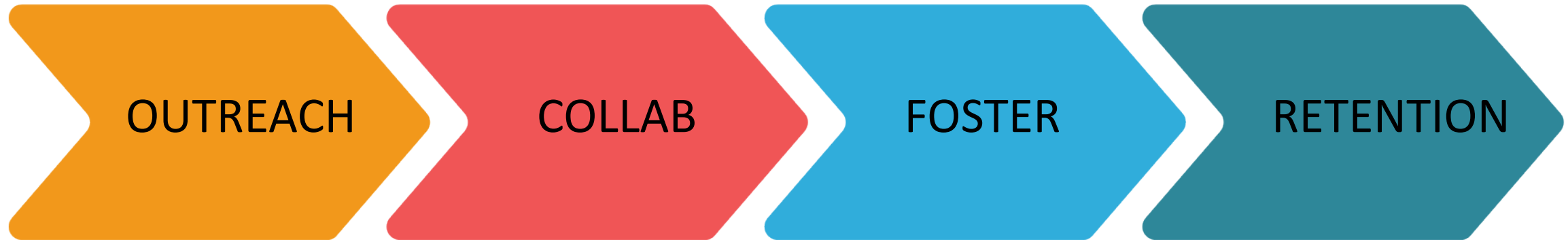




**THANK YOU TO
OUR SPONSORS**



NEXT STEPS



Market Packages

- Curated Prospect list
- Market to small, local & national brand companies

Internal Process

- Establish enterprise fund
- Allows better tracking of sponsorships

Next Steps

- Approve the proposed resolution for the Sponsorship Package
- Provide recommended changes to be brought back to council at a later date
- Deny the resolution and provide direction

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Prime Controls, L.P., for on-demand Supervisory Control and Data Acquisition software programming support and telemetry instrumentation repairs at water storage facilities through City of Grand Prairie Contract 58721 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$135,000.00, subject to City Council appropriation.

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's Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) System for managing and collecting data essential to the city's water distribution system. This SCADA system provides continuous monitoring of the potable water distribution network, enhances security at water facilities, automates water pump and valve operations, offers reporting capabilities, and enables data trend analysis. These features help ensure a consistent water supply for Duncanville residents, operating 24/7 without interruption.

Our current system was installed in 2024 by Prime Controls, L.P., a leading automation and SCADA design and installation company based in Lewisville, TX. Prime Controls is

a certified SCADA systems integrator that delivers reliable water and wastewater control solutions to hundreds of communities, including Duncanville's drinking water supplier, Dallas Water Utilities, and wastewater treatment provider, Trinity River Authority.

To maintain the efficiency of our system, the City wishes to engage Prime Controls for software programming support and repairs of telemetry instrumentation at water storage facilities throughout Duncanville. These services are available to us through City of Grand Prairie Contract 58721, via the cooperative purchasing arrangement between the City of Duncanville and the City of Grand Prairie.

POLICY EXPLANATION:

City Council is requested to approve a contract with Prime Controls not exceeding \$135,000.00. The estimated expenditures for fiscal year 2025-2026 are \$30,000.00 and \$105,000.00, spread over fiscal years 2026-2027 through 2028-2029, subject to future appropriations, as outlined below.

FY2025-2026: \$30,000.00
FY2026-2027: \$35,000.00
FY2027-2028: \$35,000.00
FY2028-2029: \$35,000.00

The existing agreement between the City of Grand Prairie and Prime Controls is set to expire on February 18, 2026. It includes an option for three additional one-year renewals. The contract is anticipated to be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new agreement to continue to use Prime Control's services.

FUNDING SOURCE:

ORG and Object Number

02312000-700662 (Water and Sewer Services/Equip Repair/Maintenance)

Available Budget	Purchase Amount	After Encumber
\$166,990.19	\$30,000.00	\$136,990.19

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - SCADA Maintenance and Repair Services City of Grand Prairie Contract, Resolution - Prime Controls, L.P.

Dept: * Water/Wastewater Utilities

Contract ID: 58721

For:

Bid Number: RFB #25045

Contact Name: Olivia Campbell

Contact Phone: * 8313

Contact Email: * ocampbell@gptx.org

Vendor Name: Prime Controls, L.P.

Vendor Email: ocampbell@gptx.org

Project Name: Scada Maintenance and Repair Services

Summary: Scada system maintenance and repair services.

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 150,000.00

Total Contract Amount over all terms

\$ 750,000.00

Account #

361211

Work Order #

63045

Dates

Implementation Date

2/19/2025

Termination Date

2/18/2026

Council Approval Date

2/4/2025

Contract Approvals

Department Manager:

Noreen Housewright

Date 2/11/2025

City Attorney Signature

Julie Dasher

Date 2/17/2025

City Manager Signature



Date 2/20/2025

City Secretary Signature



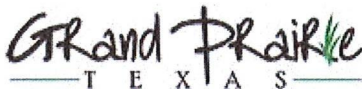
Date 2/10/2025

Legal Reviewer

Which attorney previously reviewed this contract?

No Prior Legal Review

Email



**CITY OF GRAND PRAIRIE
ANNUAL SERVICES CONTRACT – BID AWARD**

THIS ANNUAL SERVICES CONTRACT (“Contract”) is made and entered into as of the last date signed by both Parties by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **PRIME CONTROLS, L.P.** (hereinafter referred to as “VENDOR”). CITY and VENDOR shall each be referred to individually herein as a “Party” and shall collectively be referred to as the “Parties.”

I. PURPOSE

VENDOR shall provide SCADA system maintenance and repair services per primary bid award resulting from VENDOR’s response to CITY’s RFB #25045, submitted by Lain Cloy, on November 21, 2024. VENDOR acknowledges that CITY has awarded this Contract for RFB #25045 to VENDOR as the primary vendor for the services herein, and that CITY has awarded this Contract for RFB #25045 to another vendor as the secondary vendor for the services. In the event that VENDOR cannot or is unable to provide the services under this Contract, as requested by the CITY, VENDOR acknowledges and agrees that CITY will seek the services from the secondary vendor.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Department Director/Manager or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR’s bid to CITY (attached hereto as “Exhibit A”) said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that CITY may order more, less, or none of the services depending on the projects and the work of the CITY that requires the services. The price of the services shall remain constant throughout the term of Contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this

project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this Contract.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed \$150,000.00 ("Total Contract Price") for those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein. In no event shall additional payments exceed the Total Contract Price by 25% or by \$50,000, whichever is greater, without additional approval from the City Manager, or Grand Prairie City Council, as applicable. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within thirty (30) days of certification or receipt of invoice, whichever is later. Payment will be made by means of a City-issued check, an ACH, or with a City-issued Procurement Card.

V. TERM OF THE CONTRACT

This Contract is for an Initial Term of one (1) year with the option to renew for four (4) additional one-year periods. This Contract is effective as of February 19, 2025. No new orders shall be accepted, against this Contract term, after midnight on February 18, 2026. This Contract shall terminate upon completion of all requirements for orders or services placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through an allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract, and the duties or obligations set forth herein, shall not be assigned, transferred or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR, must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL INFORMATION

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY, except as may be required by law. VENDOR acknowledges that CITY is a government entity operating under the laws of the State of Texas and any documents or information held or maintained by the CITY, or that the CITY has a right of access to, is subject to disclosure under Chapter 552 of the Texas Government Code, the Texas Public Information Act ("Act"). Any information that is required to be disclosed by the Act, or any other law, regulation or court order, shall not be considered confidential information. If VENDOR deems any information subject to this Contract to be confidential or proprietary, VENDOR shall clearly mark such information as confidential or proprietary. In the event of a request for such information, CITY will work cooperatively with VENDOR to protect VENDOR's marked confidential or proprietary information in accordance with the Act; however, it is VENDOR'S responsibility to seek protection of its own information, including submission of a request to the appropriate authority or court of competent jurisdiction pursuant to the Act.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, intellectual property, or documentation produced by the VENDOR pursuant to this Contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information, including the right to use, reproduce or distribute such notes, reports, documents, processes and information. VENDOR acknowledges that the finished product, the report and/or documents and plans prepared for the CITY, as well as city documents reviewed in the preparation of the report, are the property of the CITY. VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request. CITY agrees to protect such confidential information in accordance with Section IX herein, and as allowed by applicable law.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR's associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full

access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which VENDOR shall have the exclusive right to dictate its employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE DONE IN A GOOD AND WORKMANLIKE MANNER, AND THAT ANY ITEMS DELIVERED TO THE CITY UNDER THIS CONTRACT WILL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH IT WAS FURNISHED. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, THE EXECUTION OR PERFORMANCE OF THIS CONTRACT OR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB-VENDOR OR INVITEE OF VENDOR. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT SHALL CITY'S LIABILITY EXCEED THE AMOUNT OF FEES PAID BY THE CITY UNDER THIS CONTRACT FOR THE PREVIOUS TWELVE-MONTH PERIOD. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE THE CITY WITH THE APPROPRIATE DOCUMENTATION OF SUCH WARRANTY AND ENSURE THE MANUFACTURER HONORS SUCH WARRANTY.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current AM Best Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or

cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this Contract. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

If the Grand Prairie City Council does not appropriate funds sufficient to make any payment for a fiscal year after the CITY'S fiscal year in which the Contract becomes effective, the CITY shall have the right to terminate this Contract at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate this Contract at the end of any City fiscal year, without any penalty to the CITY. CITY shall provide VENDOR with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

XVII. GOVERNING LAW AND VENUE

This Contract is made subject to the existing provisions of the Charter of the City Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and is made in accordance with and shall be governed by the laws of the state of Texas. This Contract shall be performable in Grand Prairie, Texas, and the Parties agree that if any State Court action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas. Venue for any Federal Court action shall be in the United States District Court for the Northern District of Texas, Dallas Division. The City of Grand Prairie is a home rule municipal corporation, and it is expressly understood that no sales tax is to be paid by CITY, and no services performed on such property owned by CITY can give rise to a lien claim.

XVIII. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code §

2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.01 and 2274.001, and it will not boycott energy companies during the term of the Contract.

XIX. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Purchasing Manager | Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
Phone 972-237-8269 | Email purchasing@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Noreen Housewright PE, CFM | Director of Engineering/Utility Services
300 W. Main Street, Grand Prairie, TX 75050
Phone 972-237-8150 | Email nhousewright@gptx.org

City of Grand Prairie
ATTN: Olivia Campbell, Financial Analyst, Utility Services Department
300 W. Main Street, Grand Prairie, TX 7
Phone 972-237-8313 | Email ocampbell@gptx.org

VENDOR:

Prime Controls, L.P.
ATTN: Lain Cloy, Account Manager
1725 Lakepointe Dr., Lewisville, TX, 75057
Phone 972-221-4849 | Email l.cloy@prime-controls.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XX. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXI. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable advance notice to VENDOR, may review any of the work performed by VENDOR under this Contract. CITY shall have the right to review any documents, whether hard copy or electronic, related to performance or payment for services or expenses incurred under this Contract in order to determine compliance herewith. VENDOR agrees to provide such access unless expressly prohibited from doing so by court order or other governmental order. VENDOR shall maintain all records related to this Contract for four (4) years after the final date of payment under this Contract.

XXII. ATTORNEY'S FEES

VENDOR and CITY expressly covenant and agree that in the event of any claim, dispute, or litigation arising between the parties to this Contract, each party shall be solely responsible for payment of its attorney's fees and expenses, and that in no event shall either party be responsible for the other party's attorney's fees or expenses regardless of the outcome of the litigation.

XXIII. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

XXIV. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations under this Contract and shall have the right to terminate this Contract if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed and delivered by their duly authorized officers, as of the last date written below.

CITY OF GRAND PRAIRIE, TEXAS

PRIME CONTROLS, L.P.

By: Megan Mahan
Megan Mahan, Deputy City Manager

Date: 2/20/2025

ATTEST:

for Livia Colvin
Mona Lisa Galicia, City Secretary

Approved as to Form:

Julie P. Dasher

Deputy City Attorney

Signed by:
Jace McNeil
66302D6B080F4AA...
By: Jace McNeil
Name: Jace McNeil
Title: President
Date: 27-Jan-2025 | 3:39 PM CST

EXHIBIT A

CITY SPECIFICATIONS AND VENDOR BID RESPONSE FOR CITY'S RFB #25045

[TO BE ATTACHED]



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB #25045 SCADA SYSTEM MAINTENANCE & REPAIR SERVICE

DUE DATE: PRIOR TO 9:30 AM November 22, 2024

DUE TO: Venona McGee, Senior Buyer

Purchasing Division

300 W. Main Street

Grand Prairie, Texas 75050

www.PlanetBids.com

CLEARLY MARK BID AS "RFB # 25045"

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. **EMAIL BIDS WILL NOT BE ACCEPTED.**

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.planetbids.com until **November 22, 2024, 9:30 AM**, and publicly opened and read via teleconference for the purchase of the following:

RFB # 25045 – SCADA SYSTEM MAINTENANCE & REPAIR SERVICE

There will be mandatory pre-bid meetings on Tuesday, November 12, 2024, at 10:00 AM and Wednesday, November 13, 2024, at 10:00 AM. Water Utilities Administration Office located at 620 Small Hill Dr., Grand Prairie, TX 75050. Attendance is mandatory for only one of the meetings, not both.

Further information and specifications may be obtained at <https://pbsystem.planetbids.com/portal/53284/portal-home> or from the Purchasing division at (972) 237-8266.

The city reserves the right to reject any or all bids and waive formalities. The city also reserves the right to purchase these items through state-awarded contracts or other intergovernmental agreements when it is in the city's best interest.

Publish: November 3, 2024, and November 10, 2024

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual contract for maintenance and repair services of the Supervisory Control and Data (SCADA) System. This service shall include but not be limited to instrumentation maintenance, service upgrades, calibration, troubleshooting, repairs, and additional services on an "as needed" basis for the City of Grand Prairie Water Utilities Division.

2. DESCRIPTION OF SYSTEM

Grand Prairie's Water Distribution system is comprised of a Supervisory Control And Data (SCADA) system. This system includes, but is not limited to: flow meters, totalizers, level recorders, pressure recorders & switches, remote telemetry Units (RTUs) & their components, tone transmitters & receivers and lift stations & their components. Equipment in use consists of BIF, Multilin, Milltronics, Limitorque, EIM, I T T Flygt, GE, SCADA Pak, SCADA Pak Light, Data Radio, ATI analyzers, Schnider, Square D, Eaton, Toshiba, Freewave, Fiber Connection, Chem Scan, Hach, and others.

3. SERVICE REQUIREMENTS

- 3.1. Scheduled Work - Includes, but is not limited to, quarterly calibration of instruments and general operation checks (monitoring), cleaning, work that must be performed within one week, and other required maintenance.
- 3.2. Non-Scheduled Work - Includes, but is not limited to, trouble shooting, short notice repair work that must be performed within twenty-four (24) hours of notice, and high priority emergency work that requires a response time with two (2) hours of notification. This type of work may or may not occur during normal working hours of 8:00 a.m. to 5:00 p.m.
- 3.3. Emergency Service - On an emergency service call, the Vendor shall be on site within a maximum of two (2) hours. Vendor shall provide Water Utilities with a telephone number that will be answered twenty-four hours a day without additional charge.
- 3.4. Overtime - Should overtime be necessary or indicated, it shall be performed only after obtaining specific authorization from Water Utilities. Unauthorized overtime will not be paid.
- 3.5. Non-responsive - In the event the Vendor cannot or does not respond to a call during the required time, the City has the right to place the order with an available qualified firm/person and invoice the Vendor any difference in price, if charges would have been less under this contract.
- 3.6. The implementation of new software or software updates cannot fall on a Friday, must be performed in the morning, and must be properly tested before leaving for the day. The Vendor shall provide the City with a failsafe program that will revert the software to its previous state as a backup plan if issues were to occur during the night. The Vendor shall provide next day system check for any issues that occurred.
- 3.7. The City shall preapprove all testing, documentation, and training before updating and implementing. All sites must be updated in alarm console and tested, along with all tag and script information documented and reviewed. The Vendor shall perform all alarms, procedures written and approved, and any training required.

4. SERVICE CALL

- 4.1.** Each initial service call shall be responded to within four (4) hours.
- 4.2.** Billable hours will be limited to three (3) unless authorized Water Utilities staff have granted specific approval to exceed this limit. Water Utilities will be fully informed by the Vendor of the problem and additional time or materials.
 - 4.2.1.** Authorized Water Utilities Staff includes: the Water Utilities Manager, Superintendent, Production Supervisor, and Construction Inspectors.
- 4.3.** It shall be understood that estimates are not intended to be exact quotes, but the service provider will advise the Water Utilities' representative during the course of the job as soon as it becomes apparent that the estimate may be exceeded. Water Utilities may then authorize additional time/materials as necessary and appropriate to complete the specific job underway

5. ACCESS

- 5.1.** Access to the system will be strictly monitored and approved as needed by the City's production supervisor or the supervisor in charge. Field Operators are not authorized to approve access to the system.
- 5.2.** Vendor shall call the City's Water Utilities dispatch prior to entering the site with both dispatch and either the production supervisor or the supervisor in charge.

6. VENDOR PERSONNEL

- 6.1.** Vendor shall submit to Water Utilities a list of all employees and their certifications and/or classifications that will be assigned to work on Water Utilities projects. It shall be the responsibility of the bidder to keep this list current. Only those employees on the list will be allowed to work.
- 6.2.** The Vendor shall assign only the necessary personnel to complete the required work. Water Utilities reserves the right to question and audit the number of personnel assigned to a particular job and the number of hours that are being billed.
- 6.3.** Water Utilities sites are secured property. Vendor shall pick up and return keys to Water Utilities on a same day basis. Furthermore, Vendor shall be responsible for having employees sign in and out with Water Utilities. The successful bidder will be required to contact Water Utilities Dispatch Operations upon arrival and departure of each site.
- 6.4.** Vendor shall make it known if there is only one point of contact (live person) they can call if they need assistance outside of emergencies.

7. SUBCONTRACTORS

Sub-contracting of work shall only be allowed on a case-by-case basis. Additionally, to solicit permission the Vendor shall submit in writing prior to sub-contracting, to Water Utilities, a letter outlining the need(s) for a sub-contractor, what company will be used, and the employees' qualifications. Only sub-contracting work to which Water Utilities responds favorably in writing shall be allowed.

8. QUALITY OF WORKMANSHIP

All work performed shall be subject to inspection by the City of Grand Prairie Electrical Inspectors, Chief Water Systems Operator, and Water Utilities' Inspectors. It shall meet the standards stipulated in the City of Grand Prairie Ordinances and/or Electrical Codes and/or AWWA Standards. Any costs incurred in the inspection process in excess of those normally experienced in daily inspection procedures and caused by the actions or negligence of the Vendor shall be the responsibility of the Vendor.

9. VENDOR RESPONSIBILITIES

- 9.1. Site Visit – Awarded Vendor shall visit the SCADA locations where the proposed work will be performed in order to familiarize themselves with the nature and extent of the work, any local conditions that may in any way affect the work to be done, and the equipment, materials and labor required.
- 9.2. Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the City's production supervisor or supervisor in charge.
- 9.3. Defective Work And Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Production Supervisor or Supervisor In-Charge or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.
- 9.4. Warranty - Vendor shall warranty all maintenance and repair work for a period of two (2) years. All new equipment provided shall carry a warranty of one (1) year from the installation date. All warranty work shall include with no additional cost all labor, tools, and incidentals to correct the problem. Parts and equipment warrantied for one (1) year.

10. SAFETY REQUIREMENTS

- 10.1. The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 10.2. All employees shall follow all applicable safety procedures, have appropriate certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 10.3. Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 10.4. Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 10.5. Vendor will not permit unsafe practices and will be grounds for termination of the contract.

11. VENDOR QUALIFICATIONS

- 11.1. Vendor must be engaged in the business of providing maintenance and repair services of the Supervisory Control and Data (SCADA) System for a minimum of five years within the last seven years.
- 11.2. Experience with the City of Grand Prairie's system software Wonderware and VT Scada will be viewed favorably.
- 11.3. The Vendor shall be able to design, CAD, certify, and build sites/cabinets/panels for any City projects.
- 11.4. Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of Vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the Vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service.
- 11.5. Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The bidder shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

12. BILLABLE SERVICES

- 12.1. Service Call Fee - A service call shall be minor trouble shooting of problems or other like activities as determined by Water Utilities. Should a service call exceed three (3) hours, approval must be obtained from authorized Water Utilities staff prior to continuing work.
- 12.2. Labor - Based on hourly rate for service performed, time invoiced shall be for actual time worked subject to verification/documentation approved by authorized Water Utilities staff.
- 12.3. Materials - To be quoted on a cost-plus basis; percentage of markup to be based on net cost to Vendor, allowing for full credit for trade and cash discounts to the City. Vendor shall make a good faith effort to purchase the best quality materials at the lowest price.
- 12.4. The Vendor shall charge the same Time & Materials cost when performing all work for the City.
- 12.5. Tools/Equipment - All tools, equipment, meters, etc. necessary to perform contract work shall be owned by the Vendor. In the event the Vendor needs additional or separate equipment the cost, upon prior approval, may be paid by the City, such becoming the property of the City.

13. NON-BILLABLE ITEMS

- 13.1. Travel - No charge for travel time or mileage shall be paid.
- 13.2. Equipment Rental/Lease - No separate charges shall be allowed for rental/lease of equipment unless specifically approved by authorized Water Utilities staff. Generally, hand-held equipment (i.e., meters, testers, hand tools, etc.) are not eligible for reimbursement; whereas large equipment (i.e., cranes, boom trucks, etc.) may be eligible if prior approval is obtained and original invoices are submitted.
- 13.3. Estimates - No charge for an estimate call in lieu of three (3) hour minimum labor on all service calls

14. PAYMENT AND INVOICING

14.1. Payment - The City will authorize payment upon satisfactory completion, inspection, and acceptance by the City. Work found unacceptable by the city will be corrected at the vendor's expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.

14.2. Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following:

14.2.1. Purchase Order number

14.2.2. Invoice number

14.2.3. Total Hours Charged

14.2.4. Contract rates

14.2.5. Quantity ordered

14.2.6. Total amount due

14.3. Miscellaneous Charges - Each invoice must be accompanied with a field service report, detailing work completed, pending, parts ordered, and instruments sent for repair. Supplies such as tape, wire ends, anchor bolts, etc. shall be invoiced only when applicable to the particular job and only for the amount used. Where full bulk quantities are used (i.e., case, roll, etc.), charges shall be for the bulk price or on a unit basis (i.e., each, per ft., etc.) whichever is the lessor in cost. Where unit pricing of materials used exceeds full bulk cost, the lowest cost shall be charged.

14.4. Charges Exceeding \$100 - On any single item in which the cost equals or exceeds \$100.00, a copy of the supplier's invoice - which must be dated and marked paid - shall be submitted as an attachment to the Vendor's invoice.

14.5. Discrepancies - In the event of disagreements on an invoice or inadequate information on the invoice as determined by the City, the City retains the right to audit the Vendor who shall furnish information such as invoices, accounting ledgers, employee work sheets, etc. Such information shall be kept on file by the Vendor until the end of the contract plus the warranty periods after the invoice date. Should the City require any information involving a disagreement or lack of information, the Vendor shall supply requested information to Water Utilities within five working days or forfeit its rights of appeal regarding the City's decision regarding the matter.

14.6. Minimum Order Charge - Minimum order charges are strongly discouraged. However, the City of Grand Prairie understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall state minimum order charge, if applicable, in the space provided on the bid sheet.

15. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	November 4, 2024
Mandatory Pre-Bid Meeting (must attend only one meeting)	November 12, 2024, 10:00 AM OR November 13, 2024, 10:00 AM
Deadline for Questions	November 15, 2024, 9:00 AM
Responses to Questions	November 19, 2024
Deadline for Receipt of Bids	November 22, 2024, at 9:30 AM

16. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Venona McGee at vmcgee@gptx.org by **9:00 a.m.** Central Time. of the Deadline for Questions outlined in the Procurement Schedule. The City of Grand Prairie’s response to questions and requests for clarification will be posted to Planet Bids (www.PlanetBids.com).

17. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

18. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

CRITERIA	POINTS
Cost	30
Qualifications	35
Experience with the City of Grand Prairie or another municipality	25
References	10
TOTAL POSSIBLE POINTS	100

19. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

- 19.1. Completed and signed submittal checklist.
- 19.2. Bid Pricing Form filled in with unit prices, extended prices, and total.
- 19.3. Questionnaire and References pages answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 19.4. Submittal Affirmation form reviewed and signed.
- 19.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

20. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the city. Successful vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within. **The annual estimated dollar value of this contract shall be \$150,000.00. Annual estimated quantities are not known and vary from year to year.**

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6. COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing intergovernmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation

of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. **FORM CIQ** - is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at

VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent contractor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

<u>Insurance Type</u>	<u>Limit</u>
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory \$1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received directly from the Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/elfjinfo\[\]form1295.htm](https://www.ethics.state.tx.us/whatsnew/elfjinfo[]form1295.htm).

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Prime Controls, L.P.

Interested parties MUST submit the following items for consideration by either of the following delivery methods:

Online through www.PlanetBids.com
contact <https://pbsystem.planetbids.com/portal/53284/portal-home> for assistance in responding via the website.

OR

One (1) hard copy and one (1) electronic copy (USB drive) delivered to:

Purchasing Division:

City Hall

300 W. Main Street

Grand Prairie, TX 75050

Bid Name & Number, Buyer Name

The submission should be in the order stated below.

Item		Check List
1	Proposal Submittal Checklist	X
2	Bid Pricing	X
3	Questionnaire and References	X
4	Submittal Affirmation Form	X
5	Historically Underutilized Business Questionnaire and House Bill 89 Verification Form	X

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Lain Cloy

Digitally signed by Lain Cloy
DN: cn=Prime Controls, CN=Lain Cloy,
E=LainCloy@prime-controls.com
Reason: I am the author of this document
Location:
Date: 2024-11-21 18:08:36

Authorized Signature

Lain Cloy

Print/Type Name

Account Manager

Title

11/21/24

Date

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Senior I & E Technician – Straight Time Labor	1	Hour	\$180.00	\$180.00
2	Senior I & E Technician – Overtime Labor	1	Hour	\$238.00	\$238.00
3	I & E Technician – Straight Time Labor	1	Hour	\$120.00	\$120.00
4	I & E Technician – Overtime Labor	1	Hour	\$160.00	\$160.00
5	Journeyman Installer – Straight Time Labor	1	Hour	\$115.00	\$115.00
6	Journeyman Installer – Overtime Labor	1	Hour	\$153.00	\$153.00
7	Installer Level 1 – Straight Time Labor	1	Hour	\$85.00	\$85.00
8	Installer Level 1 – Overtime Labor	1	Hour	\$114.00	\$114.00
9	Helper/Laborer – Straight Time Labor	1	Hour	\$85.00	\$85.00
10	Helper/Laborer – Overtime Labor	1	Hour	\$114.00	\$114.00
11	Panel Assembler – Straight Time Labor	1	Hour	\$95.00	\$95.00
12	Panel Assembler – Overtime Labor	1	Hour	\$126.00	\$126.00
13	Panel Assembler Helper - Straight Time Labor	1	Hour	\$76.00	\$76.00
14	Panel Assembler Helper - Overtime Labor	1	Hour	\$101.00	\$101.00
15	Project Manager – Straight Time Labor	1	Hour	\$180.00	\$180.00
16	Senior Project Manager – Straight Time Labor	1	Hour	\$200.00	\$200.00
17	CAD Designer/Draftsman – Straight Time Labor	1	Hour	\$100.00	\$100.00
18	CAD Draftsman – Straight Time Labor	1	Hour	\$133.00	\$133.00

19	Construction Manager – Straight Time Labor	1	Hour	\$160.00	\$160.00
20	Superintendent – Straight Time Labor	1	Hour	\$130.00	\$130.00
21	Clerical – Straight Time Labor	1	Hour	\$80.00	\$80.00
22	Service Call Fee	1	EA	\$0.00	\$0.00
23	Percentage Markup for Materials (Example for 5% type -5 for discount and +5 for markup)	1	%	+25%	+25%
	TOTAL				\$2,745.00

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Lain Cloy

Digitally signed by Lain Cloy
DN: O="Prime Controls", CN=Lain Cloy,
E=l.cloy@prime-controls.com
Reason: I am the author of this document
Location:
Date: 2024-11-21 18:08:56

Authorized Signature

Lain Cloy

Print/Type Name

Account Manager

Title

11/21/24

Date _____

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the city in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name: Lain Cloy		Title: Account Manager
Company Name: Prime Contols, L.P.		
Company Address: 1725 Lakepointe Drive		
City: Lewisville	State: TX	ZIP Code: 75057
Telephone Number 972-221-4849		Fax Number: 972-420-4842
Email Address: l.cloy@prime-controls.com		Federal Tax ID: 75-2394015

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal. References, as provided in your response, should not include any person currently employed by the City of Grand Prairie. Former Employees of the City of Grand Prairie must be at least 12 months removed from employment with the City.

Project Reference #1	
Reference Name: Lance Jones	Title: Utility Superintendent
Reference Organization: City of Frisco	
Project Title: SCADA Support Services	
Email Address: ljones@friscotexas.gov	Telephone Number: 972-292-5823
Project Reference #2	
Reference Name: Evert Puente	Title: SCADA Supervisor
Reference Organization: City of Richardson	
Project Title: SCADA Support Services	
Email Address: evert.puente@cor.gov	Telephone Number: 214-208-4672
Project Reference #3	
Reference Name: David Zang	Title: Sr IT Analyst
Reference Organization: City of Dallas	
Project Title: DWU SCADA Maintenance & Support Services	
Email Address: ying.zhang@dallascityhall.com	Telephone Number: 214-670-7431

Experience:

1. How many years has your firm been involved in providing these services?

33 Years Months

2. Please list all government entities your firm has worked with in the past 3 years:

- | | |
|---|--|
| 1.) <u>City of Fort Worth</u> | 6.) <u>Upper Trinity Regional Water District</u> |
| 2.) <u>North Texas Municipal Water District</u> | 7.) <u>City of Dallas</u> |
| 3.) <u>City of Anna</u> | 8.) <u>City of Frisco</u> |
| 4.) <u>Denton Texas</u> | 9.) <u>City of Duncanville</u> |
| 5.) <u>City of Lewisville</u> | 10.) <u>City of Justin</u> |

Reputation:

3. Has your firm failed to complete a contract?

☐

YES

☒

NO

If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years?

☐

YES

☒

NO

If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?

☐

YES

☒

NO

If yes, please explain:

Technician Experience & Training

1. What are the certifications, licenses, and/or other qualifications of your team and their years of experience with this type of work?

See attachment

Billing:

6. What is the timeframe an invoice should be expected after service is completed?

Days	Weeks	Months
After	After	After
_____ Service	2 _____ Service	_____ Service

Must provide a copy or sample of invoice

7. Briefly explain how your business maintains and executes a service schedule for various locations:

Prime Controls maintains a 24/7 service department that is dedicated and specifically structured to provide service and support for our customers. This team consist of seventeen (17) team members of ranging from Automation Specialist (Programmers) to Technicians and Electricians. All services requests from our customers are coordinated through our service manger, Clayton Seale. Clayton is responsible for assigning the appropriate service team member based on the issue that the customer is having, timeline for service (emergency or non-emergency), and technical aspects of the customers system. A service team schedule is maintained and updated daily, and planned a month in advanced for planned services. In the event a customer has an emergency service need, Clayton will contract the customer and reassign the appropriate team member to the emergency call. Detailed service reports are completed once the service call is completed and submitted to the customer for review.

A copy of a sample service report and invoice are attached

Certifications and Licenses

VTScada Advanced Configuration		Yrs Experience
Andrew Petering		12
Blake Spawn		13
Sean Finkbohner		10
Devon Hendrix		5
Marcos Ojeda		25
Patrick Beler, PE		7
Stephen Joubert, PE		7
VTScada Operations and Configuration		
Andrew Petering		12
Blake Spawn		13
Sean Finkbohner		10
Adam Eishen		10
Brandon Ellison		6
Kevin Singer, PE		10
Marcos Ojeda		25
AVEVA Application Developer		
Jeremy Warfel		12
John Wilford		14
Kevin Singer, PE		10
Walter Spilo		3
AVEVA Application Server		
Jeremy Warfel		12
AVEVA Operations Management Interface (OMI) Client		
Gavin Daniel		5
Archestra System Platform 3.0		
Colby Cobb		20
Tim Shepardson, PE		19
Todd Rydell		23
AVEVA CSI Application Server		
Antonio Cruz		13
Chris Ortiz		2
Devon Hendrix		5
Jason Slone		13
Joshua Sefcik		6
Kevin Singer, PE		10
Ronald "Jay" Robertson		13
Sebastian Salazar		10
Stuart Matthews, PE		13
Victor Rodriguez		8
John Wilford		14
Charlie Chen		11
Collin Glover		6
Joel Falconer		8
Knowles Burrell		11

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VTScada Operations and Configuration		
Andrew Petering		12
Blake Spawn		13
Sean Finkbohner		10
Adam Eishen		10
Brandon Ellison		6
Kevin Singer, PE		10
Marcos Ojeda		25
AVEVA Application Developer		
Jeremy Warfel		12
John Wilford		14
Kevin Singer, PE		10
Walter Spilo		3
AVEVA Application Server		
Jeremy Warfel		12
AVEVA Operations Management Interface (OMI) Client		
Gavin Daniel		5
Archestra System Platform 3.0		
Colby Cobb		20
Tim Shepardson, PE		19
Todd Rydell		23
AVEVA CSI Application Server		
Antonio Cruz		13
Chris Ortiz		2
Devon Hendrix		5
Jason Slone		13
Joshua Sefcik		6
Kevin Singer, PE		10
Ronald "Jay" Robertson		13
Sebastian Salazar		10
Stuart Matthews, PE		13
Victor Rodriguez		8
John Wilford		14
Charlie Chen		11
Collin Glover		6
Joel Falconer		8
Knowles Burrell		11



Prime Controls, LP
1725 Lakepointe Drive
Lewisville, TX 75057
USA

INVOICE

Invoice Number
SM 10150

Invoice Date
06/18/2024

Page 1 of 1

Voice: 972-221-4849

Fax: 972-420-4842

Sold To:

City of Grand Prairie
P.O. Box 534045
Grand Prairie, TX 75053-4045

Ship To:

City of Grand Prairie
Water Utilities
PO Box 534045
Grand Prairie, TX 75053

Customer ID	Customer PO	Payment Terms
0076	636	Net 30 Days
Work Order	Ship or Service Date	Payment Due
8975	06/17/2024	07/18/2024

Item	Description	Units	Unit Price	Amount
	Moore; Dale 6/17/2024 See attached service report Work Order 8975 SCADA Related Issue	1.00	8,415.00	8,415.00
A Service Fee of 3.0% Will Be Applied To All Credit Card Payments.				

REMIT TO

PRIME CONTROLS, LP
1725 LAKEPOINTE DRIVE
LEWISVILLE, TX 75057
accountsreceivable@prime-controls.com

Sub Total	8,415.00
Sales Tax	0.00
Total Invoice Amount	8,415.00
<i>Payment/Credit Applied</i>	0.00
TOTAL DUE	8,415.00

TOTAL DUE

***Thank You For The Opportunity To Serve You.
We Appreciate Your Prompt Payment.***



PRIME CONTROLS
1725 Lakepointe Dr.
Lewisville, TX 75057
Phone: (972) 221-4849
(972) 420-4842

SERVICE REPORT

Customer: City of Grand Prairie
Street:
City:
Phone/Fax:

Service Requested: Multiple sites and issues

Location: City of Grand Prairie

Service Rep		Customer Contact		Date of Call		Customer PO Number		Project #	
Dale Moore		Mickey Tucker		5/16/2024		636		WO 8975	
Date	Professional Services	Reg. Hrs. Worked	OT Hrs. Worked	Reg. Hrs. Rate	OT Hrs. Rate	Employee Name	Labor-Description	Total	
May 16, 2024	ASII	8		\$ 110.00		Moore	loaded the original program for Peninsula EST with chemical analyzers being read from the serial port rs 485 not the analog inputs. .	\$880.00	
May 17, 2024	ASII	8		\$ 110.00		Moore	Finished up the chemical analyzers for peninsula EST and published the new application.	\$880.00	
May 20, 2024	ASII	6		\$ 110.00		Moore	Looked at Duncan perry again, made several program changes to see if I can stop it from closing when it should be open. Worked on managed and published apps for remote access.	\$660.00	
May 24, 2024	ASII	8		\$ 110.00		Moore	Looked at Duncan perry yet again, made drastic changes to the program to try and stop the valve from closing when it should remain open. Put a different radio in Lakeridge backup LS. We were unable to establish communication with the FIU. We swapped out the radio, whip, comm cable and comm connector with the Lakeridge LS and all components worked. The only other components are Poly phaser, coaxial cable, antenna, and antenna height that I believe could be the problem with the communication.	\$880.00	
May 29, 2024	ASII	8		\$ 110.00		Moore	Corrected the large overview screen and several other HMI issues.Fixed duncan perry and central well screens. Fixed central well auto start and stop, need to correct flow totalizer and runtime.	\$880.00	
May 30, 2024	ASII	8		\$ 110.00		Moore	Fixed issues with HMI, added chem alarms for pen EST chem, Fixed overview screen. Brought bowles EST and lakeridge backup online.Moved the Bowles level and valve analog inputs to the upper board because the analogs on module 1 are bad. Made the lakeridge backup radio path go through the lakeridge LS radio to the FIU for communication. Published newest application.	\$880.00	
May 31, 2024	ASII	8		\$ 110.00		Moore	Corrected the dorchester levy levels and repaired the HMI screens. Loaded new program into central well with new totalizer for flow and runtime.	\$880.00	
June 3, 2024	ASII	8		\$ 110.00		Moore	Fixed performance and landfill LS setpoints. Worked on dorchester levee.	\$880.00	
June 6, 2024	ASII	8		\$ 110.00		Moore	Rescaled Duncan Perry PSI. Continued work on Dorchester Levee.	\$880.00	
June 7, 2024	ASII	6		\$ 110.00		Moore	Fixed float issue, pump 2 and 3 speed issue,got new level indicator for the pond on the HMI, added auto and manual modes for the Sluice gates. Tested the floats, auto mode and the gates in auto and manual.	\$660.00	
	Admin	1		\$ 55.00			Management / Admin Efforts, scheduling, task logging, accounting, etc.	\$55.00	
								\$0.00	
Totals		77	0					Labor Total:	\$8,415.00

Travel Expense	Qty.	Rate	Ext.
Mileage	0.0	\$0.75	\$0.00
Airfare	0.0		\$0.00
Auto Rental	0.0		\$0.00
Per Diem	0.0	\$50.00	\$0.00
Hotel	0.0	\$215.00	\$0.00
Travel Total:			\$0.00

Material	Qty.	Price	Ext.
			\$0.00
			\$0.00
			\$0.00
		-	\$0.00
		-	\$0.00
		-	\$0.00
			\$0.00

Labor Total:	\$8,415.00
Travel Total:	\$0.00
Mat. Total:	\$0.00
Freight:	\$0.00
Mat. Markup 25%	\$0.00
Grand Total:	\$8,415.00

This is not a bill.
A billing invoice will be mailed
at a later date. Billing totals
may differ from totals on
service report.

Work Performed By: Dale Moore

Date: June 7, 2024

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the Solicitation Documents:

 X **All items identified in Submittal Checklist have been submitted.**

 Addendum No. , , , ,

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Yes X No

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete, and all required information/forms were submitted.**
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as the City's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.

 Lain Cloy
Digitally signed by Lain Cloy
 DN: cn="Prime Controls", cn=Lain Cloy, email=LainCloy@prime-controls.com
 Reason: I am the author of this document
 Location
 Date: 2024.11.21 18:27:31
Authorized Signature
 Lain Cloy
Print/Type Name

Account Manager
Title
 11/21/24
Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

☐ American Indian ☒ Asian ☒ Black ☒ Hispanic ☐ Native American ☐ Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ____ Yes X No
(If yes, please select specific agency)

- ____ State of Texas Historically Underutilized Business (HUB)
- ____ North Central Texas Regional Certification Agency (NCTRCA)
- ____ Women’s Business Enterprise National Council (WBENC)
- ____ Texas SBA
- ____ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature, I affirm that the information provided in this submittal is accurate to the best of my knowledge.

 Lain Cloy
Authorized Signature

 Lain Cloy
Print/Type Name

Docusign Envelope ID: 3988D540-3158-46F1-9540-08B372EA0F22

 Account Manager
Title

 11/21/24
Date

Certificate Of Completion

Envelope Id: 3988D540-3158-46F1-9540-08B372EA0F22
 Subject: Complete with Docusign: RFB #25045 - SCADA System Maintenance and Repair.docx
 Source Envelope:
 Document Pages: 38
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Nick Pieschel
 1725 Lakepointe Drive
 Lewisville, TX 75057
 n.pieschel@prime-controls.com
 IP Address: 47.190.168.37

Record Tracking

Status: Original
 1/27/2025 9:57:32 AM

Holder: Nick Pieschel
 n.pieschel@prime-controls.com

Location: DocuSign

Signer Events

Jace McNiel
 j.mcniel@prime-controls.com
 President
 Prime Controls, LP
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 65302D6B080F4AA...

Signature Adoption: Pre-selected Style
 Using IP Address: 47.189.150.169

Timestamp

Sent: 1/27/2025 10:15:31 AM
 Viewed: 1/27/2025 3:39:22 PM
 Signed: 1/27/2025 3:39:31 PM

Electronic Record and Signature Disclosure:

Accepted: 1/27/2025 3:39:22 PM
 ID: db262fb6-8994-4ec2-9667-418a15ec3988
 Company Name: Prime Controls, L.P.

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Nick Pieschel n.pieschel@prime-controls.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 1/27/2025 10:15:32 AM Resent: 1/27/2025 3:39:39 PM Viewed: 1/27/2025 3:48:03 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2025 10:15:32 AM
Certified Delivered	Security Checked	1/27/2025 3:39:22 PM
Signing Complete	Security Checked	1/27/2025 3:39:31 PM
Completed	Security Checked	1/27/2025 3:39:31 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Prime Controls, L.P. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Prime Controls, L.P.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: k.johnson@prime-controls.com

To advise Prime Controls, L.P. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at k.johnson@prime-controls.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Prime Controls, L.P.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to k.johnson@prime-controls.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Prime Controls, L.P.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to k.johnson@prime-controls.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Prime Controls, L.P. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Prime Controls, L.P. during the course of your relationship with Prime Controls, L.P..



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frost Insurance - Dallas 2950 N Harwood Ste 1200 Dallas TX 75201	CONTACT NAME: Bonnie Whitaker PHONE (A/C, No, Ext): 214-515-4145 E-MAIL ADDRESS: bwhitaker@frostinsurance.com FAX (A/C, No): 214-515-4199
INSURED Prime Controls LP; JADA Enterprises, LLC Prime ERP Gulf, LLC 1725 Lakepointe Drive Lewisville TX 75057	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: Hartford Insurance Company of the Midwest INSURER C: Hartford Casualty Insurance Company INSURER D: Hartford Insurance Company INSURER E: Westchester Surplus Lines Ins INSURER F: Twin City Fire
	NAIC # 19682 37478 29424 38288 10172 29459

COVERAGES**CERTIFICATE NUMBER:** 159489180**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Ded: None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		46 UUN BA9DB2	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		46 UEN EG7739	4/23/2024	4/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		46 RHU BC5MBJ	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	46 WE AK7V12	4/23/2024	4/23/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A E F	Professional Liability Pollution Liability Employment Practices Liability		46 TE 0383287-24 G71141354 007 46 KB 0289893-24	4/23/2024 4/23/2024 4/23/2024	4/23/2025 4/23/2025 4/23/2025	Per Claim/Aggregate Occurrence/Deductible \$5,000,000/\$10,000 Per Claim/Deductible \$1,000,000/\$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability
Effective: 4/23/2024 - 4/23/2025
Policy Number: 46 TE 0383287-24
Carrier: Hartford Fire Insurance Co.
Limit of Liability: Each Wrongful Act: \$5,000,000
Limit of Liability: Aggregate: \$5,000,000

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement on primary and non-contributory basis that provides See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of Grand Prairie
P.O. BOX 534045
Grand Prairie TX 75053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Frost Insurance - Dallas		NAMED INSURED Prime Controls LP; JADA Enterprises, LLC Prime ERP Gulf, LLC 1725 Lakepointe Drive Lewisville TX 75057
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto policy includes blanket automatic additional insured endorsements when there is a written contract between the named insured and certificate holder, executed prior to the occurrence of a loss, which requires such status for on-going operations and completed operations.

Umbrella is follow-form subject to the terms and conditions to the policy.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
TO DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

This policy is subject to the following conditions.

SCHEDULE

Name of Person(s) or Organization(s)

Mailing Address

All certificate holder(s) with mailing addresses on file with the agent of record or the company who were issued a certificate of insurance applicable to this policy's term

We may cancel this policy by mailing or delivering to the Named Insured, and the person(s) or organization(s) listed in the Schedule above, written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 60 days before the effective date of cancellation if we cancel for any other reason, or as required by statute, whichever is longer.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 46 WE AK7V12

Endorsement Number:

Effective Date: 04/23/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PRIME CONTROLS LP JADA ENTERPRISES LLC
1725 LAKEPOINTE DR
LEWISVILLE TX 75057

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 02/04/2025

PRESENTER: Noreen Housewright, Director of Engineering/Utility Services

TITLE: Annual contract for maintenance and repair services of the Supervisory Control and Data (SCADA) system with Prime Controls, L.P. as primary and Super Tech Automation, LLC dba Supertech Automation as secondary in an amount not to exceed \$150,000.00 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$750,000.00 if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by the City Council Development Committee on 01/21/2025)

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Prime Controls, L.P.	\$150,000.00	\$750,000.00
Super Tech Automation, LLC dba Supertech Automation	\$150,000.00	\$750,000.00

PURPOSE OF REQUEST:

The annual contract is for maintenance and repair services of the SCADA system. This service includes, but not limited to, instrumentation maintenance, services upgrades, calibration, troubleshooting, and repairs. The SCADA system monitors the flow of meters, totalizers, level recorders, pressure recorders and switches, remote telemetry units and their components, tone transmitters and receivers, and lift stations and their components. This contract will also be for scheduled work, including quarterly calibration of instruments and general operation monitoring.

Notice of Bid #25045 was advertised in the Fort Worth Star Telegram and Planet Bids; it was distributed to 109 vendors including 5 Grand Prairie vendors and 61 HUBS/MWBEs. 2 bids were received.

Staff wishes to award the primary contract to Prime Controls, L.P. and the secondary contract to Super Tech Automation, LLC dba Supertech Automation.

PROCUREMENT DETAILS:

Procurement Method: ☒ RFB/RFP

Number of Responses: 2

RFP/RFB #: 25045

Selection Details: ☐ Low Bid ☒ Best Value

FINANCIAL CONSIDERATION:

Budgeted?	☒	Fund Name:	Water/Wastewater Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Tabulation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH PRIME CONTROLS, L.P., INC. FOR ON-DEMAND SUPERVISORY CONTROL AND DATA ACQUISITION SOFTWARE PROGRAMMING SUPPORT AND TELEMETRY INSTRUMENTATION REPAIRS AT WATER STORAGE FACILITIES THROUGH CITY OF GRAND PRAIRIE CONTRACT 58721 FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR THREE ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$135,000.00, SUBJECT TO CITY COUNCIL APPROPRIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville's Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) system to automate, control, and monitor its water distribution system to provide uninterrupted, safe drinking water to its citizens, as well as intruder alarm security at all water storage facilities; and

WHEREAS, the City of Duncanville desires to continue its commitment to ensuring the reliability of the SCADA system by ensuring proper maintenance, support, and repairs are available; and

WHEREAS, the City of Duncanville has entered into an Interlocal Agreement with the City of Grand Prairie, Texas; and

WHEREAS, the City of Grand Prairie, Texas, has received sealed bids for SCADA Maintenance and Repair Services, and a contract has been awarded to Prime Controls, L.P.

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 awards a bid and authorizes a cooperative purchasing agreement with Prime Controls, L.P. for on-demand Supervisory Control and Data Acquisition software programming support and telemetry instrumentation repairs at water storage facilities through City of Grand Prairie Contract 58721 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$135,000.00, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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 20th day of January, 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Consider 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:

Marlon Goff

BACKGROUND/HISTORY:

The Railroad Flats Property is currently 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.

The proposed development agreement includes an economic development incentive of up to \$70,000, reimbursed solely from future property-tax revenue generated by the completed project to offset site costs and infrastructure. Under Chapter 380 of the Texas Local Government Code, municipalities can provide incentives in the form of property or sales tax rebates to offset the cost of infrastructure to attract development and capital investment. Negotiated on a case-by-case basis, the agreements are typically tied to performance benchmarks including certificates of occupancy and job creation.

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. The buyer, who is also acting as the at-risk developer, **hosted a site tour with members of the City Council and staff on January 12, 2027**. The tour included (2) locations in Dallas, TX that were recently completed and under construction by the developer.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

Staff recommends this item be tabled or continued until the regularly scheduled City Council Meeting on February 17, 2026.

ATTACHMENTS:

5c_PSA, 11.18.25 City Council - Railroad Flats, Resolution - Railroad Flats Economic Incentive (2)

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 or (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

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 20th day of January 2026.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Nominees for Arts and Cultural District Steering Committee Chairperson

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

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

The Cultural District was formally established on February 4, 2025, through Resolution 2025-423. The resolution outlines several additional actions to be undertaken, including:

- **Creation of the Steering Committee**
- **Defining the Name and Boundaries of the Cultural District**
- **Membership and Appointments**
- **Committee Responsibilities**
- **Implementation and Reporting**
- **Dissolution of the Steering Committee**
- **Community Engagement**

To advance these actions, the Council must select a Chairperson for the Steering Committee. The Chairperson will be responsible for organizing the committee and its

subcommittees, ensuring that the resolution's directives are carried out effectively.

POLICY EXPLANATION:

Resolution 2025-423 Section 3

- **The Steering Committee** shall consist of representatives from city boards and commission, city staff, members of the city council, local businesses, property developers, state representatives, and community members.
- **The City Council shall appoint a Chair.** The Chair shall oversee the organization of subcommittees and coordinate the work of the Steering Committee.
- **The Steering Committee shall establish subcommittees, as recommended by the Texas Commission on the Arts, to focus on key areas of cultural district development.**

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Appoint the Chairperson of the Steering Committee for the Cultural District
3. Other actions as directed by Council.

ATTACHMENTS:

Arts and Cultural District, Reso. No. 2025-423 - Establishment of Armstrong Park Cultural District, Cultural Arts District Strategic Plan 2025



ARTS AND CULTURAL DISTRICT

APPOINT A CHAIRPERSON FOR THE STEERING COMMITTEE

JANUARY 20, 2026

ANGEL Z. DEAL – PROJECT MANAGER

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

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.

- 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:*

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

SECTION 5. *Implementation and Reporting:*

- The Chair, in collaboration with the Steering Committee, shall develop a detailed structure and timeline for the cultural district's establishment.
- 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:*

- 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.
- 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:



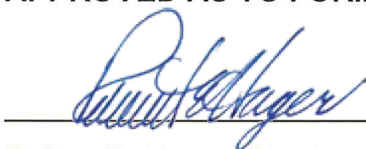
Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



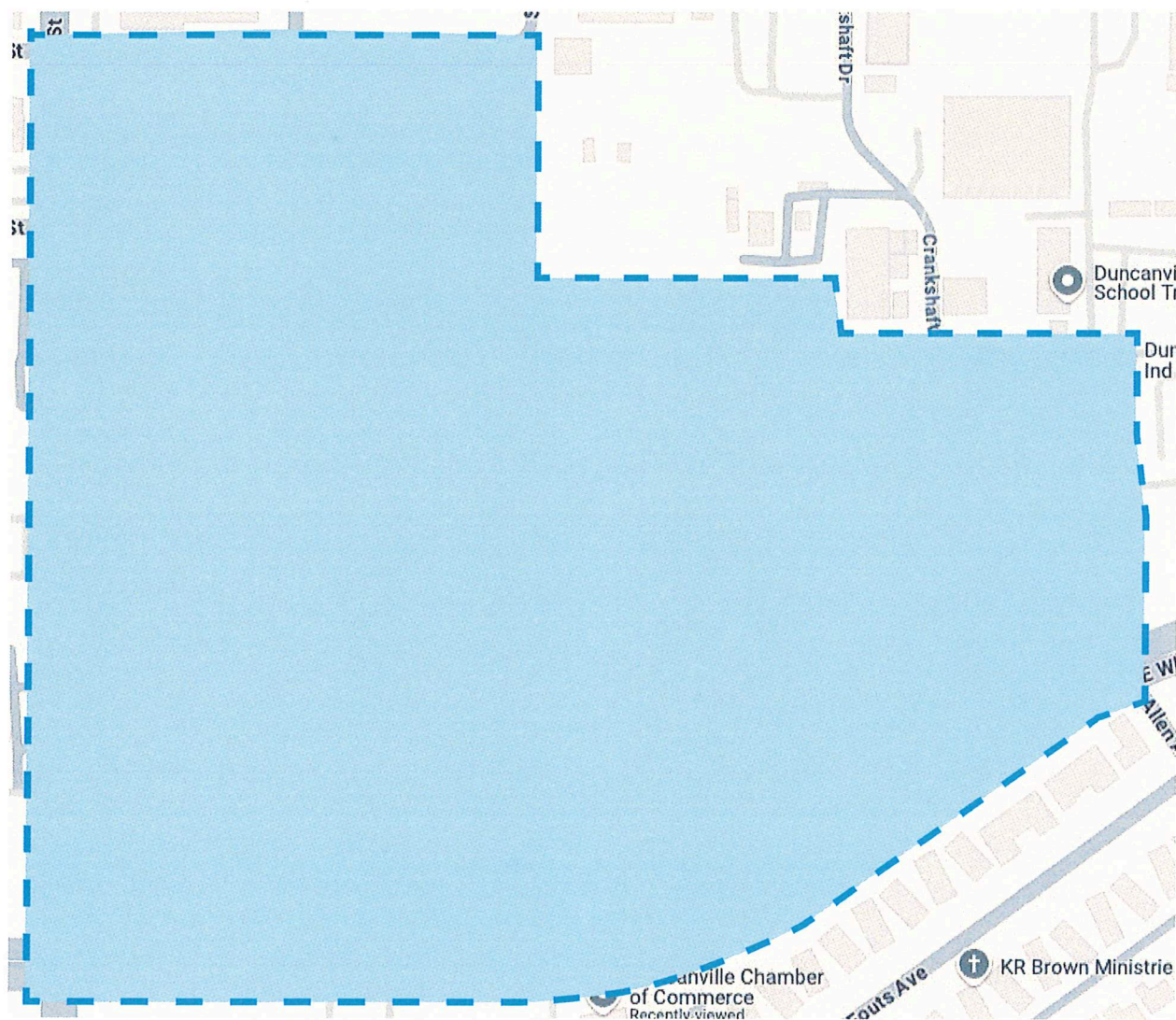
Robert E. Hager, City Attorney



Exhibit A

Armstrong Park Cultural District

Duncanville, Texas





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.
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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.

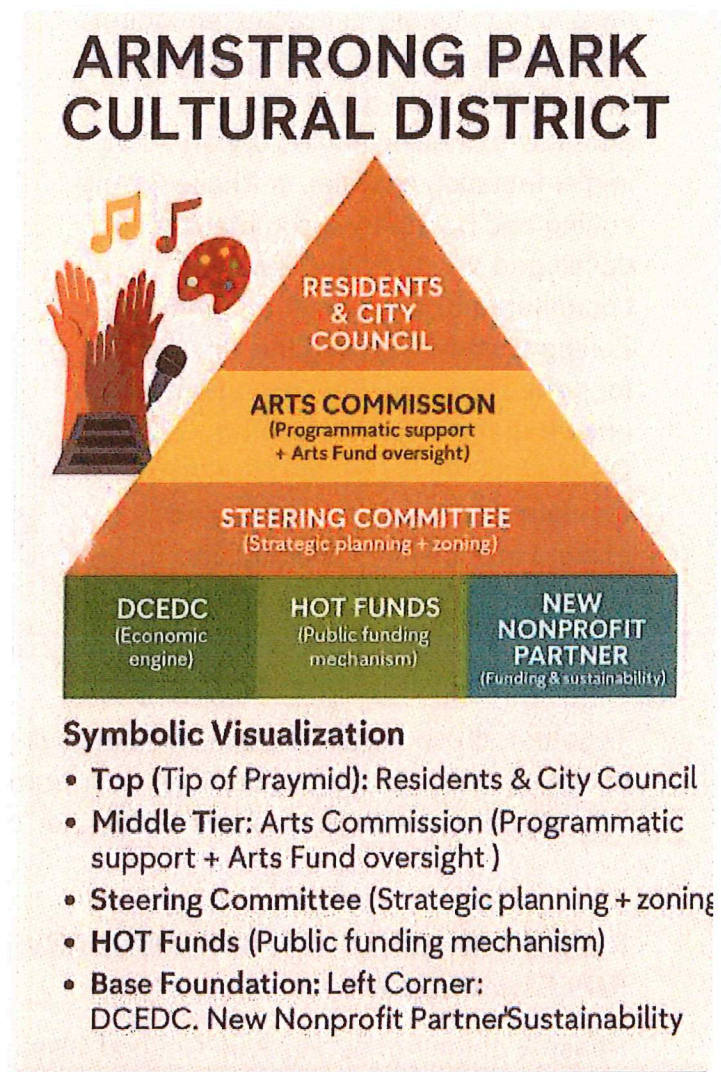
This new nonprofit will also act as a critical building block in **positioning Duncanville for state-level designation** through the Texas Commission on the Arts (TCA). Many of the TCA's criteria for Cultural District designation include a demonstrated public-private partnership model, sustainable funding 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.

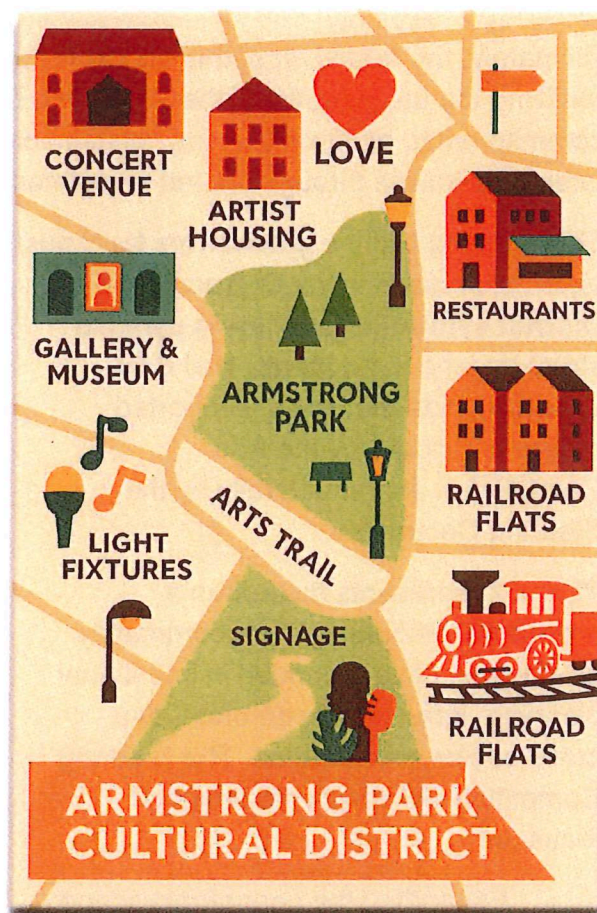
This meeting laid the groundwork for inclusive and effective leadership, aligned with the vision expressed in the **Cultural District symbolic graphic**—a pyramid structure where **residents and City Council** guide the vision, supported programmatically by the Arts Commission and structurally by the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

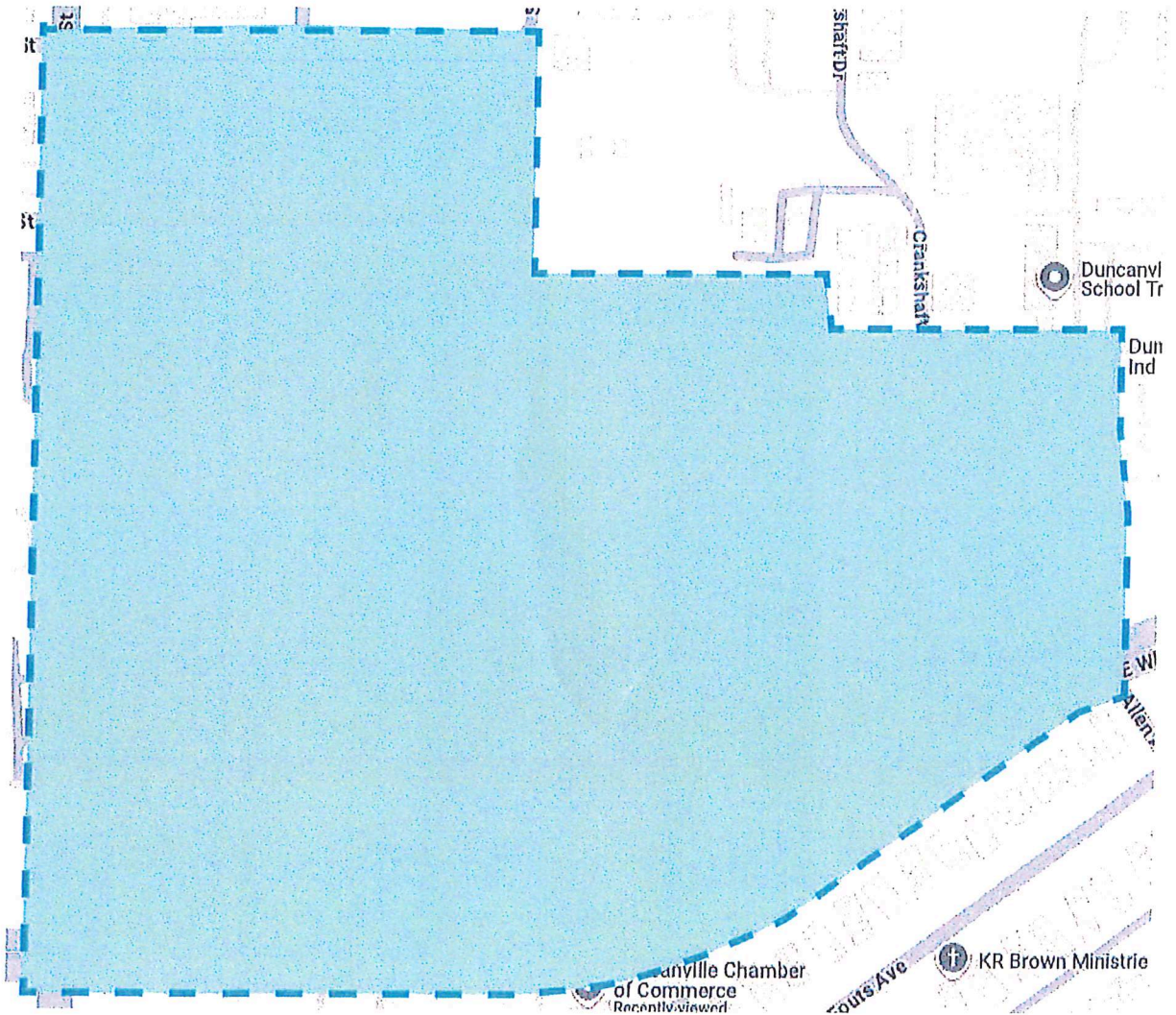
APPROVED AS TO FORM:


Robert E. Hager, City Attorney



Armstrong Park Cultural District

Duncanville, Texas





STAFF REPORT

MEETING: City Council - January 20, 2026

TITLE:

Holiday Lights Post Event Recap

Vision Statement:

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

Pillar:

Quality of Life

STAFF RESPONSIBLE:

Devon Handley

BACKGROUND/HISTORY:

Holiday Lights in the Park is one of the City of Duncanville’s signature seasonal events and has become a highly anticipated annual tradition for residents, families, and visitors throughout the Best Southwest region. Designed as a community-building and tourism-driven event, Holiday Lights provides a free, family-friendly celebration that activates public spaces, supports local businesses, and reinforces Duncanville’s identity as a welcoming and vibrant city.

Since its inception, the event has continued to grow in both scope and attendance, evolving from a small holiday gathering into a multi-component community celebration. The event now features a holiday parade, live entertainment, festive market vendors, food trucks, holiday decor and lighting displays, a ceremonial tree lighting, and a large-scale drone show finale. These elements work together to create a destination-style experience that encourages residents and visitors to spend extended time in the community.

Holiday Lights in the Park is intentionally structured to align with the City’s broader goals for quality of life, cultural engagement, and economic development. By activating parks and public spaces during the holiday season, the event supports local vendors and food businesses, increases foot traffic in surrounding areas, and strengthens civic pride. The

event also provides meaningful opportunities for community partnerships, volunteer engagement, and sponsorship participation.

Each year, staff evaluates event performance, attendance trends, operational logistics, and community feedback to refine and enhance the experience. The continued success and growth of Holiday Lights in the Park reflects strong community demand, effective interdepartmental coordination, and increasing interest from sponsors and partners seeking to invest in high-impact, community-focused programming.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

Holiday Lights 25 POST-Correct



HOLIDAY LIGHTS IN THE PARK POST

JANUARY 20, 2026

DEVON HANDLEY, SPECIAL EVENTS PLANNER

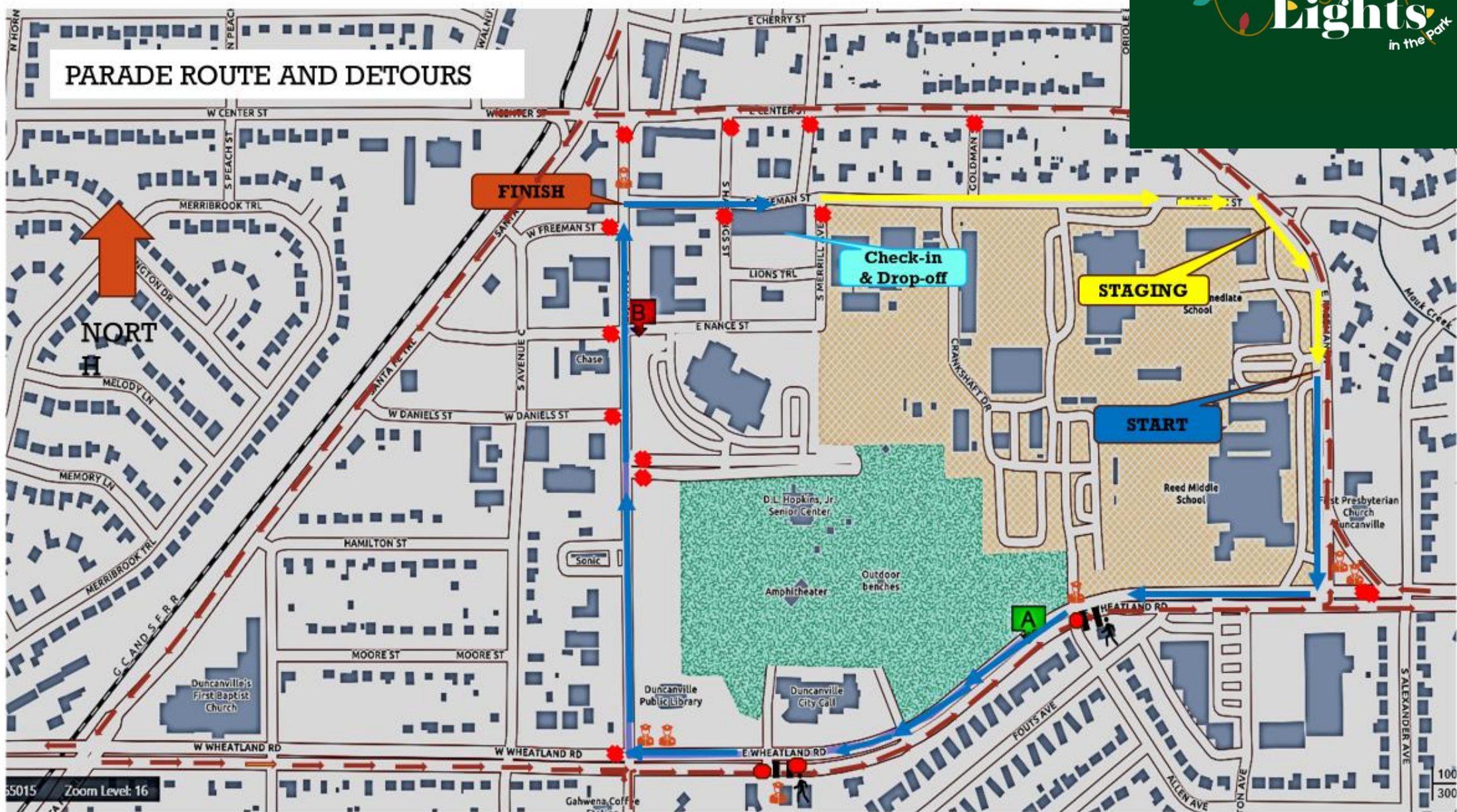


HOLIDAY LIGHTS IN THE PARK

- Parade
- Local performances
- Duncanville Live!
- Tree Lighting
- Drone Show



PARADE ROUTE



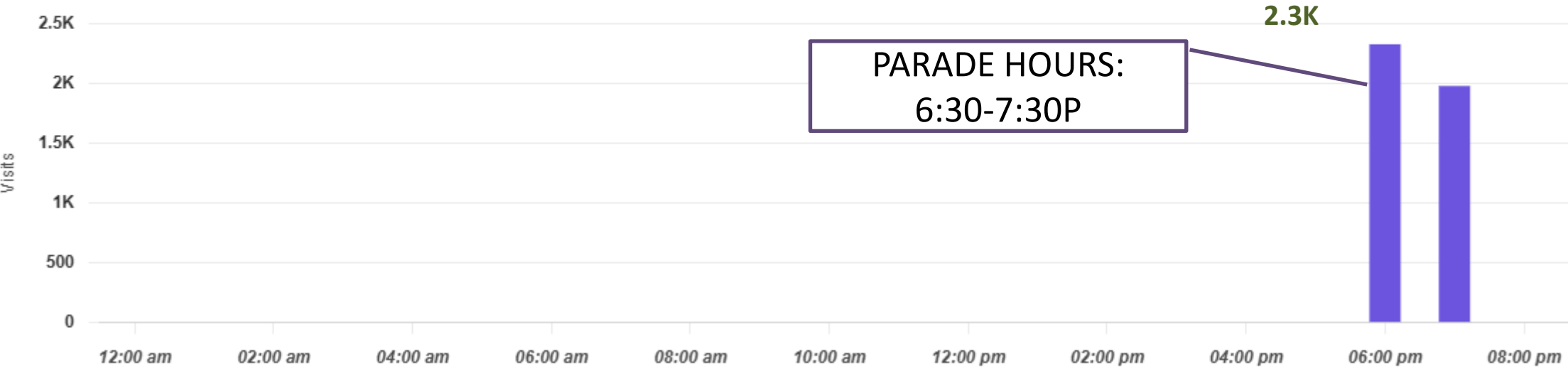


2025

Hourly Visits ?

City of Duncanville, Texas Parade
E Freeman St, Duncanville, TX

Metric:
Visits ▼



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City of Duncanville

Holiday Lights

in the Park

KEY

TREE LIGHTING

HANDICAP PARKING

VIP PARKING

VENDOR PARKING

PUBLIC PARKING

FOOD VENDORS

MARKET

GAME TRUCK /NERF AREA

FACE PAINTING

ARTS COMMISSION

SANTA

FOOD COURT TENT

PHOTO OP

RESTROOMS

LOST CHILDREN

PETTING ZOO

FIRST AID

TRACKLESS TRAIN



PERFORMERS



WILLIAM ADDISON



ALL ELEMENTARY SCHOOL CHOIR



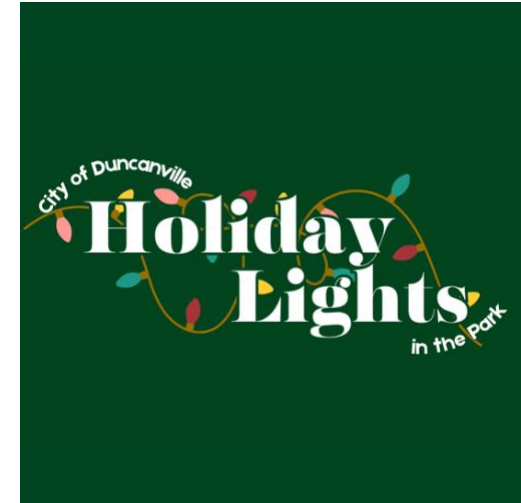
VILLAGE TECH THEATER



DUNCANVILLE ISD
SPANISH CLUB

LOCAL BUSINESS ENGAGEMENT

- VENDOR MARKET – 23 total
 - Duncanville- 9
 - BSW- 2
- PARADE APPLICANTS – 32 total
 - Duncanville- 21
 - BSW- 6
- FOOD TRUCK – 22 total
 - Duncanville- 4
 - BSW- 3



LOCAL PRESS & PROMOTION

- Kiosks & TVs in City Hall
- Posters/Postcards Given to Local Businesses
- Local Magazines/News Outlets
- Social Media
- New Event Show



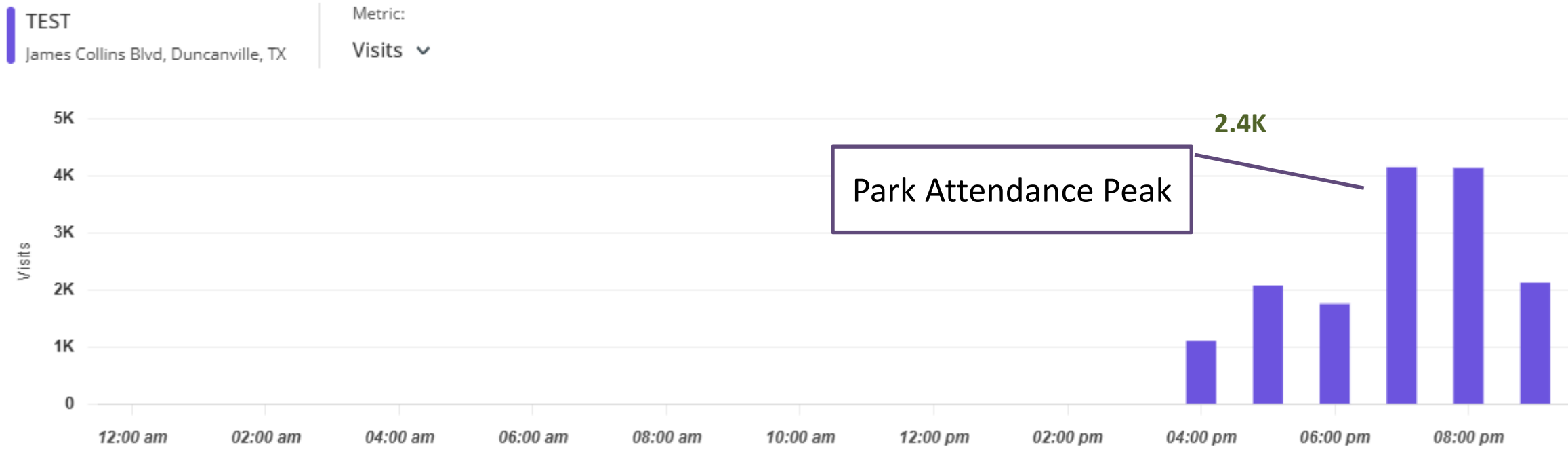
EVENT ACTIVITIES

PHOTO OPS	VIDEO GAME TRUCK
DRONE SHOW	NERF WAR GAME AREA
MOBILE FOOD VENDORS	MARKETPLACE VENDORS
TREE LIGHTING	FACE PAINTER/GLITTER TATTOOS
PETTING ZOO	TRACKLESS TRAIN
ARTS COMMISSION AREA	BALLOON ARTIST



2025- 7.1k TOTAL

Hourly Visits ?



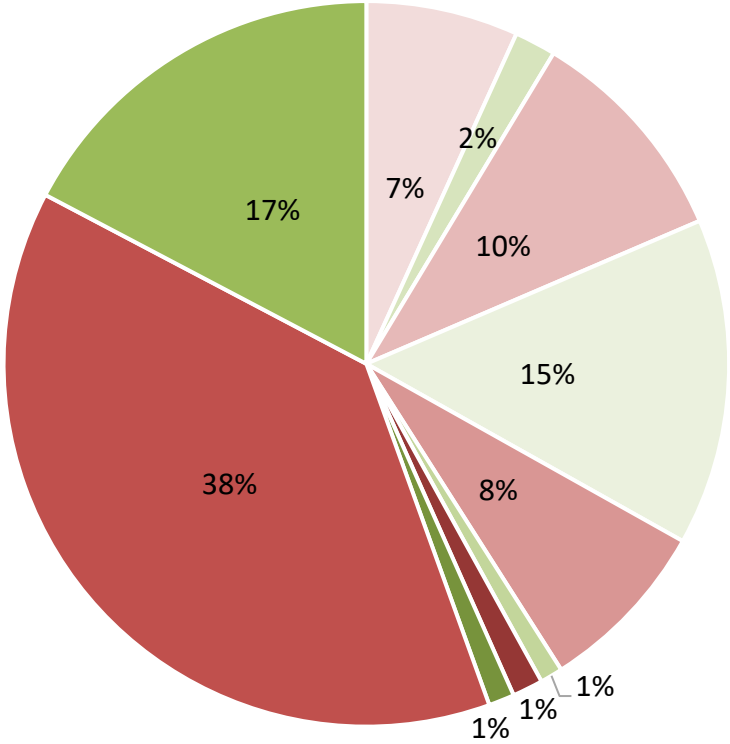
We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



HOLIDAY LIGHTS BUDGET

BUDGET: \$105,000
REVENUE: \$7,466
SPONSORS: \$2,025
OVERALL COST: \$101,113.04
COST TO THE CITY: \$91,622.04

BREAKDOWN



- REVENUE
- RENTALS
- DRONE SHOW
- SPONSORSHIPS
- MARKETING
- DÉCOR
- LABOR
- CANDY
- ENTERTAINMENT+ SOUND
- STAFF/VOL FOOD



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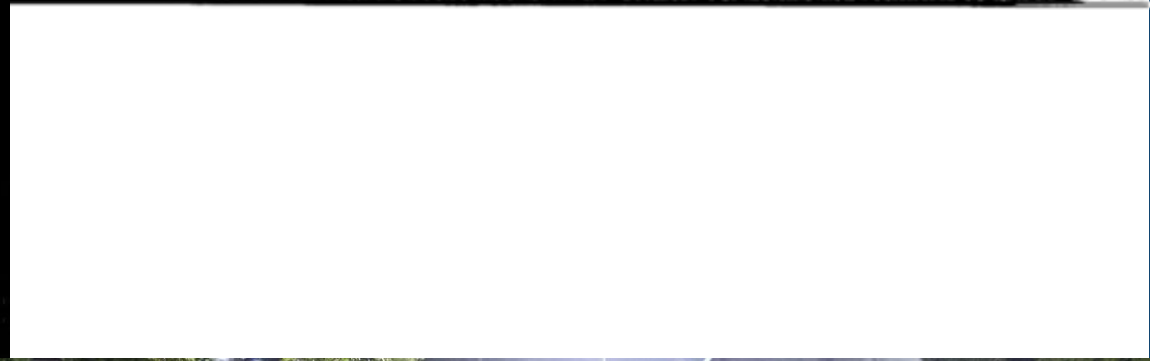
SPONSORS



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2025 EVENT SURVEY FEEDBACK

This has been the strongest year I ever seen Duncanville!

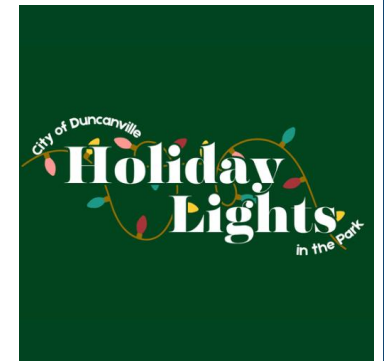
A few heaters throughout the event would've been great.

The drone show and the Christmas tree lights were so pretty.

The music and the parade were incredible! The City's livestream was so well done, and I enjoyed watching it again from the comfort of my home.

I enjoyed everything, especially student performances.

Maybe get more activities? Idk how much they cost so you may need a bigger budget but I'm not sure.



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THANK YOU

Any questions? Discussion.