



# AGENDA

## PANTEGO ECONOMIC DEVELOPMENT CORPORATION

December 14, 2016

TOWN COUNCIL CHAMBER  
1614 S. BOWEN ROAD  
REGULAR SESSION 7:00 P.M.

REGULAR SESSION 7:00 P.M.  
CALL TO ORDER AND PRESIDENT'S WELCOMING COMMENTS  
INVOCATION: Don Surratt  
PLEDGE OF ALLEGIANCE  
PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

REGULAR BUSINESS

1. Executive Director's Report
2. Approval of PEDC Minutes
  - November 9, 2016
3. Summary of Revenues and Expenditures
  - December 14, 2016

CITIZENS OPEN FORUM

This is a time for the public to address the PEDC on any subject not on this agenda. However, in accordance with the Open Meetings Act Section 551.042, the PEDC cannot discuss issues raised or make any decisions on that subject at this time. The PEDC or an appropriate Town official may make a statement of factual information or policy on the subject in response to an inquiry by a member of the public. Issues raised may be referred to Town Staff for research and possible future action.

DISCUSSION, REVIEW, AND CONSIDER ACTION AND/OR DIRECT STAFF ON THE FOLLOWING ITEMS OF BUSINESS:

4. Discuss, direct, and consider action on the planning of the splash pad at Bicentennial Park.
5. Discuss, direct, and consider action on a proposal from Metal Monkey on gift bags for new homeowners.

PEDC MEMBER INQUIRY

If a member of the PEDC makes a spontaneous inquiry about a subject not on this agenda, then the PEDC or an appropriate Town official may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the PEDC cannot discuss issues raised or make any decisions on that subject at this time. Issues raised may be referred to Town Staff for research and possible future action.

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code, I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Sunday, December 11, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

  
Julie Arrington, City Secretary



*Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in Town functions and activities. Auxiliary aids and services or accommodations should be requested to the City Secretary's Office at (817) 548-5852.*

Complete PEDC Agenda and background information are available for review at the City Secretary's Office and on the Town's website: [www.townofpantego.com](http://www.townofpantego.com)

**NOTICE  
of  
POTENTIAL QUORUM**

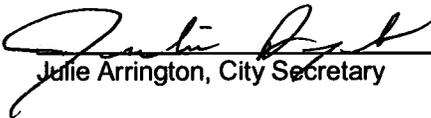
**NOTICE IS HEREBY GIVEN THAT A POTENTIAL QUORUM OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO MAY BE PRESENT DURING THE REGULAR MEETING OF THE PANTEGO ECONOMIC DEVELOPMENT CORPORATION.**

**December 14, 2016**

**TOWN COUNCIL CHAMBER  
1614 SOUTH BOWEN ROAD  
PANTEGO, TEXAS**

**BEGINNING AT 7:00 P.M.**

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Sunday, December 11, 2016 and remained so posted at least 72 hours before said meeting convened.

  
Julie Arrington, City Secretary





# Executive Director's Report

**To:** PEDC Board of Directors  
**From:** Matt Fielder, Executive Director  
**Date:** December 14, 2016

## **Prospects**

Staff held pre-development meetings with a micro-brewery interested in the former Velocity Gym on Marathon, as well as a BBQ restaurant interested in a site on Pioneer.

## **City Secretary**

Julie Arrington has tendered her resignation with the Town of Pantego effective December 30, 2016. She has accepted a position with a municipality closer to her residence.



## PANTEGO ECONOMIC DEVELOPMENT CORPORATION

To: President Danny Lakey and PEDC Board Members

From: Matt Fielder, City Manager

Date: 12/14/16

Re: Approval of PEDC Minutes.

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**Attachments: 11/09/16 Minutes**

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 9<sup>th</sup> day of November 2016 with the following members present:

|                    |                |
|--------------------|----------------|
| Danny Lakey        | President      |
| Don Surratt        | Vice President |
| Fred Adair         | Secretary      |
| Mickey Scott       | Director       |
| Stephanie Springer | Director       |

**Members Absent:**

|                  |           |
|------------------|-----------|
| Arsalan Gittiban | Treasurer |
|------------------|-----------|

**Constituting a quorum. Staff present was:**

|                 |                                |
|-----------------|--------------------------------|
| Matt Fielder    | Executive Director             |
| Julie Arrington | City Secretary                 |
| Dennis Jobe     | Community Development Director |
| Scott Williams  | Public Works Director          |

**Also in attendance:**

|               |                      |
|---------------|----------------------|
| Pam Mundo     | Mundo and Associates |
| Joyce Stanton | Town Engineer        |

**REGULAR SESSION 7:00 P.M.**  
**CALL TO ORDER AND GENERAL COMMENTS**

President Lakey called the meeting to order at 7:01 p.m. and welcomed the audience.

**INVOCATION**

Director Scott led the invocation which was followed by the Pledge of Allegiance.

**PRESIDENT'S COMMENTS**

President Lakey announced the resignation of Treasurer Gittiban effective December 30, 2016, due to conflicts with work.

**PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST**

None.

**REGULAR BUSINESS**

**4. Discuss, direct, and consider action on the planning of the splash pad for Bicentennial Park.**

Mike Giehl with Fun Abounds Playgrounds gave a presentation on his company's services and abilities for the splash pad. There was a discussion on the location and size of the splash pad and on the different types of flooring they offer; as well the requirements for monitoring the system. Mr. Giehl answered Council's questions regarding the length of the construction and the engineering firm he hires.

## 1. Executive Director Report

Mr. Fielder informed the Board of the following items:

Mr. Fielder met with the Emergency Medical Clinic that will be located on Pioneer Parkway. There are a couple of expansions; Joe Hall Roofing and Hanke & Ellie.

Mr. Fielder reminded the board of the scheduled ribbon cuttings for Transforming Life, Cake Bliss, Arlington Chiropractic, and Timeless Treasures. Perna's Cajun & Soul Food has rescheduled the ribbon cutting to December 10<sup>th</sup> at Noon.

Mr. Fielder reminded Council of the upcoming holiday events; The Town Christmas Party at Shady Valley on December 9<sup>th</sup> at 6:30 p.m.; the Candy Train on Saturday, November 26<sup>th</sup>; and the Mayoral Red Kettle Challenge on Saturday, December 17<sup>th</sup>.

## 2. Approval of PEDC Minutes

- **October 26, 2016**

There was a discussion on the State requirements for splash pads.

Secretary Adair made a motion to approve the minutes as submitted for October 26<sup>th</sup>. Director Springer seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Springer, and Scott.

Nays: None.

Abstentions: None.

President Lakey declared the motion passed unanimously.

## 4. Discuss, direct, and consider action on the planning of the splash pad for Bicentennial Park.

Chris Contreras with Adventure Playground Systems gave a presentation on his company's services and abilities for the splash pad. He informed the Board he uses Rand Engineering for his construction. There was a discussion on the State regulations, the type of flooring he uses, his warranty, and material used for construction.

Mr. Fielder stated he has two more presentations at the next meeting and then they can make a decision.

## 3. Summary of Revenues and Expenditures

- **November 9, 2016**

There was a discussion on the invoice for the park survey. Mr. Fielder informed the board there only written records from the 1970's. The survey includes all improvements within 5-feet of the property line and meets the expectations of the Grant. He assured the Board the Town Attorney had reviewed the survey. There was a discussion on the insurance requirements since the Town is working as the contractor on Town owned property.

Director Springer made a motion to approve the engineering survey as a contract and the Mundo Associates Invoice for their monthly fee. Secretary Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Springer, and Scott.

Nays: None.

Abstentions: None.

President Lakey declared the motion passed unanimously.

**CITIZENS OPEN FORUM**

None.

**5. Discuss and review the Bicentennial Park.**

Mr. Williams informed the Board of an issue with the original construction of the restroom facilities at the park. The Board directed him to obtain quotes and present them at the next meeting.

**6. Discuss, direct, and consider action on PEDC's Small Business Saturday event.**

Mrs. Mundo informed the Board the sales materials had been passed out to the businesses. She presented a flyer to the Board that was created by Timeless Treasures. She inquired on the Board approving an expense to advertise for Shop Pantego and support the flyer for other businesses in the community to place ads. The ad will be placed in the Short Horn that is distributed at UTA.

Director Springer made a motion to purchase a 3.5 X 2 square with the Short Horn Paper. Vice President Surratt seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Springer, and Scott.

Nays: None.

Abstentions: None.

President Lakey declared the motion passed unanimously.

**7. Discuss, direct, and consider action on Christmas activities.**

Mr. Fielder provided his findings for the cost of Santa. The Board directed Mr. Fielder to hire a Santa for the event on December 17<sup>th</sup>.

**PEDC MEMBER INQUIRY**

None.

**ADJOURNMENT**

President Lakey adjourned the regular session at 9:36 p.m.

**APPROVED:**

\_\_\_\_\_  
Danny Lakey, President

**ATTEST:**

\_\_\_\_\_  
Fred Adair, Secretary



# Memo

To: President Danny Lakey and PEDC Board Members  
From: Karen Hollingsworth, Finance Director  
Date: December 14, 2016  
Re: PEDC Expenditure Approval

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Please see the attached Summary of Expenditures and Purchase Requisitions over \$1,000 for the month of November 2016, for board approval.

**Vendor Payments over \$1,000 for November 2016:**

|                      |            |  |                    |
|----------------------|------------|--|--------------------|
| Mundo And Associates | 11/11/2016 | October Economic Development Coordinator | 3,000.00           |
|                      |            |  | \$ -               |
|                      |            |  | -                  |
|                      |            |  | -                  |
|                      |            |  | -                  |
|                      |            |  | <u>3,000.00</u>    |
| Total                |            |  | <u>\$ 3,000.00</u> |

**Purchase Requisitions over \$1,000 for November 2016:**

|                           |            |                            |                    |
|---------------------------|------------|----------------------------|--------------------|
| 2039 - Timeless Treasures | 11/17/2016 | Economic Development Grant | \$ 1,167.50        |
|                           |            |                            | <u>1,167.50</u>    |
| Total                     |            |                            | <u>\$ 1,167.50</u> |

# MUNDO & ASSOCIATES

*Economic Development, Planning and Civil Engineering*  
www.mundoandassociates.com

MUNDO & ASSOCIATES INC. 5542 CANADA COURT 214.773.0966  
ROCKWALL, TX 75032 214.642.5352  
972.415.4596  
fax 972.771.6915

November 1, 2016

Karen Hollingsworth  
[khollingsworth@townofpantego.com](mailto:khollingsworth@townofpantego.com)

Danny Lakey, Vice President  
[danny.lakey@Texasshirtwerx.com](mailto:danny.lakey@Texasshirtwerx.com)

Arsalan Gittiban, Treasurer  
[dragittiban@yahoo.com](mailto:dragittiban@yahoo.com)

Erica Williams  
[ewilliams@townofpantego.com](mailto:ewilliams@townofpantego.com)

Town of Pantego  
1614 S. Bowen Road  
Pantego, TX 76013

Invoice for Services from Mundo and Associates, Inc. for the Pantego EDC.

|  |            |
|--|------------|
| October 2016 Services (see description attached) | \$3,000.00 |
| Total  | \$3,000.00 |

Thank you for the opportunity to serve the Pantego EDC  
Pamela J. Mundo, President  
Mundo and Associates, Inc.

TX HUB



# MUNDO & ASSOCIATES

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ROCKWALL, TX 75032 214.642.5352  
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## Description of Work

Pantego EDC

October, 2016

|   |                |
|---|----------------|
| October 5 Worked on agenda items for next meeting and discussed interview<br>On the splash pad with Keith Brown, finalized and sub quarterly report for<br>Park grant                                       | 3 hrs.         |
| October 7 Met with Hank & Ellie owner, All Paws owner and Keepsakes on Small<br>Business Saturday Santa idea. Received recommendation for Santa and called.<br>Rearranged interview with Keith Brown.       | 2 hrs          |
| October 12 Called Shopping Center businesses on Small Business Saturday, prepared<br>For meeting attended meeting, call Santa on his services   | 5 hrs          |
| October 18 Worked on newsletter and interviewed Timeless Treasurers on their<br>Halloween event and Small Business Christmas, emailed Keith Brown on his presentation<br>To Board on 26 <sup>th</sup> .     | 4 hrs.         |
| October 19 Talked with Dr. Jekyll's on Halloween event, talked with businesses on their<br>Small Business Christmas events, worked on plans for Small Business Christmas                                    | 3 hrs.         |
| October 26 Talked with businesses concerning Santa and their needs for Small<br>Business Christmas, reviewed plan preparations concerning the Park Grant, prepared<br>For the meeting attended the meeting. | 7 hrs.         |
| October 27 Spoke again with businesses concerning their plans for Christmas and<br>The Small Business Christmas event, updated inventory sheets on available space  | 3 hrs.         |
| October 28 Worked on Grant for park and prepared sign documents   | 4 hrs.         |
| <b>Total Hours</b>  | <b>31 hrs.</b> |

*Contract requirements is for 30 hours monthly*

TX HUB



**TOWN OF PANTEGO**

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 2039

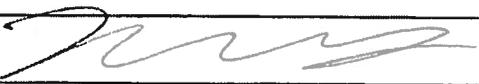
**INSTRUCTIONS TO VENDOR**

1. PURCHASE ORDER NUMBER Vendor must show purchase order number on all packages, shipping papers, invoices and relative correspondence
2. INVOICING. Send Invoices to  
TOWN OF PANTEGO  
Attn: Accounts Payable  
1614 S. Bowen Road  
PANTEGO, TEXAS 76013
3. TAXES. Municipally Tax Exempt  
Entity I.D. #75-1281097

*Timeless Treasures*  
TO 2410 W. Park Row Dr.  
Pantego, TX 76013

SHIP  
TO

| DATE         |          | ACCT #                     | DEPT. |    |     |        |    |  |
|--------------|----------|----------------------------|-------|----|-----|--------|----|--|
| 11-16-16     |          | 903-5-000-455.00           | PEOC  |    |     |        |    |  |
| QUANTITY     |          | STOCK NUMBER / DESCRIPTION | PRICE |    | PER | AMOUNT |    |  |
| ORDERED      | RECEIVED |                            |       |    |     |        |    |  |
| 1            | 1        | Economic Development Grant | 1,167 | 50 | 1   | 1,167  | 50 |  |
| <b>TOTAL</b> |          |                            |       |    |     | 1,167  | 50 |  |

  
\_\_\_\_\_  
APPROVED BY



## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** between **DEBORAH and MICHAEL GALLAWAY** dba **TIMELESS TREASURES VINTAGE & MORE** (hereinafter referred to as "Developer"), and the **PANTEGO ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "EDC"), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, EDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to EDC for financial assistance necessary for the construction of Qualified Expenditures to be located on the Property which is generally located at 2410 West Park Row, Town of Pantego, Texas; and

**WHEREAS**, the EDC's Board of Directors have determined the reimbursement provided to Developer for the Qualified Expenditures on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 505.158 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

## SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

## SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until all obligations of Developer to EDC have been performed in full, or until **October 1, 2018**, unless terminated sooner under the provisions hereof.

## SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The words "Developer" mean Deborah and Michael Gallaway, dba Timeless Treasures Vintage & More, their heirs, successors, and assigns, whose address for purposes of this Agreement is 2410 W. Park Row Drive, Pantego, Texas 76013.
- (d) **EDC.** The word "EDC" means the Pantego Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose address for the purposes of this Agreement is 1614 S. Bowen Road, Pantego, Texas 76013.
- (e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the EDC.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) **Property.** The word "Property" means the Timeless Treasures Vintage & More retail establishment to be located at 2410 W. Park Row, Pantego, Texas 76013.
- (h) **Qualified Expenditures.** The words "Qualified Expenditures" mean those signage expenses to be located on the Property, and which otherwise meet the definition of "project" as that term is defined by Section 505.158 of the Act, and the definition of

“cost,” as that term is defined by Section 501.152 of the Act.

- (i) **Related Documents.** The words “Related Documents” mean and include without limitation all loan agreements, and all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** Upon execution and effective date of this Agreement, Developer shall be entitled to reimbursement from the EDC for Qualified Expenditures made to the Property in the amount not to exceed **One Thousand One Hundred and Eighty and No/100 Dollars (\$1,180.00)**. Developer shall submit to the EDC invoices, receipts, or other documentation acceptable to the EDC prior to any reimbursement. Developer covenants and agrees to provide to the EDC said invoices, receipts, or other documentation acceptable to the EDC by **December 31, 2016**.
- (b) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2016**, and during the Term of this Agreement to employ and retain a minimum of two (2) part-time employment positions working at the Property.
- (c) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other promissory notes, instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and EDC.

#### SECTION 5. AFFIRMATIVE OBLIGATIONS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance.** EDC covenants and agrees to reimburse Developer for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed **One Thousand One Hundred and Eighty and No/100 Dollars (\$1,180.00)**, or the aggregate amount of said invoices, receipts, or other documentation

submitted by the Developer to EDC within thirty (30) days of receipt of said documentation.

- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and EDC.

## SECTION 6. CESSATION OF ADVANCES.

If EDC has made any commitment to make any reimbursement to Developer, whether under this Agreement or under any other agreement, EDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

## SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **Reimbursement for Qualified Expenditures.** Failure of Developer to submit to the EDC invoices, receipts, or other documentation acceptable to the EDC consistent with Section 4(a) of this Agreement is an Event of Default.
- (b) **Job Creation and Retention.** Failure of Developer to employ and maintain a minimum of two (2) part-time employment positions working at the Property consistent with Section 4(b) of this Agreement is an Event of Default.
- (c) **Financial Assistance.** Failure of EDC to provide reimbursement to Developer consistent with Section 5(a) of this Agreement is an Event of Default.
- (d) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of Developer under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (e) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (f) **Other Defaults.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and

between the EDC and Developer is an Event of Default.

#### **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the financial assistance provided by the EDC to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by Developer to EDC.

#### **SECTION 9. INDEMNIFICATION.**

Developer shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall

obtain Developer's concurrence thereto.

## SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Tarrant County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Deborah & Michael Gallaway  
2410 W. Park Row Drive  
Pantego, Texas 76013

if to EDC:

Pantego Economic Development Corporation  
1614 S. Bowen Road  
Pantego, Texas 76013

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120<sup>th</sup> day after the date the EDC notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.**

**DEVELOPER:**

**DEBORAH GALLAWAY**

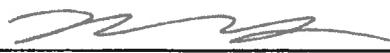
  
Date Signed: \_\_\_\_\_

**MICHAEL GALLAWAY**

  
Date Signed: \_\_\_\_\_

**EDC:**

**PANTEGO ECONOMIC DEVELOPMENT CORPORATION,**  
a Texas non-profit corporation

By:   
Name: Matthew Fisher  
Title: City Manager  
Date Signed: 10-18-16

**ATTEST:**

  
Julie Arrington, City Secretary

**Dickson Sign Co**

418 McKinley St  
 Cedar Hill, TX 75104  
 P: 678 361 2381  
 dicksonsign@gmail.com  
<https://m.facebook.com/Dicksonsignsllc/>

**Bill To**

Timeless Treasures Vintage & More  
 timelesstreasures2304@gmail.com

**Invoice INV0032**

Date 10/26/2016

| DESCRIPTION                                     | QTY | RATE      | AMOUNT    |
|---|-----|-----------|-----------|
| Removal of 4'x10' LED Light box with Lexan face |     | \$375.00  | \$375.00  |
| *price includes permitting                      |     |           |           |
| New 4'x10' Lexan face with graphics             |     | \$550.00  | \$550.00  |
| Installation in new location                    |     | \$475.00  | \$475.00  |
| New print and Lexan (1) 8'x33"                  |     | \$585.00  | \$585.00  |
| *price includes installation                    |     |           |           |
| Door logo                                       |     | \$50.00   | \$50.00   |
| Paid deposit of \$700                           |     | -\$700.00 | -\$700.00 |
| New Customer Discount                           |     | -\$50.00  | -\$50.00  |
| Delayed project discount                        |     | -\$50.00  | -\$50.00  |
| New print (1) 8'x33" face                       |     | \$0.00    | \$0.00    |
| \$215 I paid the cost.                          |     |           |           |

This estimate requires a deposit of \$700.00.

\*Fabrication starts as soon as down payment clears and artwork is approved. We ask for a 2 and a half week turnaround time (after approved artwork) unless it's a rush job (which would cost extra).

\*Dickson Sign Co gives a (1) year warranty on our work performed. Price subject to change if any extra work is performed.

|                    |                   |
|--------------------|-------------------|
| <b>Total</b>       | <b>\$1,235.00</b> |
| Paid (11/01/2016)  | \$1,235.00        |
| <b>Balance Due</b> | <b>\$0.00</b>     |

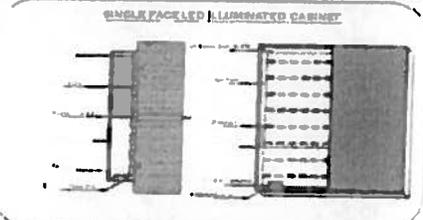
1111 W. LEDBETTER DR. #200 DALLAS, TX 75224



**Illuminated Single-Sided Cabinet Sign**

- 4' x 10' Size Box Sign
- Internally Illuminated w/White LED Modules
- 2" Retainers
- 3/16" White Acrylic Face
- High Performance Translucent Vinyl Overlay
- Power Supply to have 12V - 0.85A Transformer

*Handwritten notes:*  
 f-16  
 Rec'd  
 \$400.00  
 Tiffany Faggins



**Electrical Notes**

Power must be supplied through a dedicated circuit in a well-protected area of the building. Access to the electrical panel must be maintained at all times.

1. Primary electrical of 120V
2. J-box installed within 5 feet of sign.

Otherwise, customer is responsible for the proper completion of the sign.

SIGNS TO BE MANUFACTURED TO UL SPECIFICATIONS AND WILL BEAR THE UL LABEL OF LISTED MANUFACTURER TO THE NATIONAL ELECTRIC CODES

**LISTED SIGN COMPANY**

Texas Sign Contractors License: TSC1618434  
 Registered by The Texas Department of Licensing and Regulation  
 P.O. Box 12157 Austin, TX 78711 1-800-803-8282

|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <p><b>LANDLORD APPROVAL</b></p> <p>The undersigned consents to the installation and erection of the sign on the property in accordance with the agreement between Giant Sign Co. and the Property Owner/Authorized Agent. (Print Name, Address, and Phone Number)</p> |  | <p><b>DESIGN SPECIFICATIONS &amp; OWNER APPROVALS</b></p> <p>This drawing is the property of Giant Sign Co. All rights to this drawing are reserved by Giant Sign Co.</p> |  | <p><b>CLIENT:</b> Tiffany Faggins <b>DATE:</b> 3-6-2015</p>  |  |
| <p>Property Owner/Authorized Agent _____ Date _____</p>   |  | <p>Customer _____ Date _____</p>  |  | <p><b>ADDRESS:</b> 1111 W. Ledbetter Dr. #200 Dallas, TX 75224</p>                                     |  |
|   |  |   |  | <p><b>DESTINATIONS:</b> Dallas TX</p>  |  |
|   |  |   |  | <p><b>ARTIST:</b> Andy Park<br/> <b>CELL:</b> (972) 988-9355<br/> <b>EMAIL:</b> andy@giantsign.com</p> |  |



## PANTEGO ECONOMIC DEVELOPMENT CORPORATION

To: President Danny Lakey and PEDC Board Members  
From: Matt Fielder, City Manager  
Date: 12/14/16  
Re: Discuss, direct, and consider action on the planning of the splash pad at Bicentennial Park.

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Heartland Parks & Recreation and Vortex Aquatics will make presentations on their companies and their splash pad products.

**Attachments: N/A**



## PANTEGO ECONOMIC DEVELOPMENT CORPORATION

To: President Danny Lakey and PEDC Board Members  
From: Matt Fielder, City Manager  
Date: 12/14/16  
Re: Discuss, direct, and consider action on a proposal from Metal Monkey on gift bags for new home owners.

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Josh Finkenbinder, with Metal Monkey, has proposed that the PEDC participate in an effort he is leading to provide gift bags to three hundred new homeowners in the Arlington/Pantego/Mansfield area each month. He is proposing to include the Shop Pantego logo for \$1 per bag (\$300 per month or \$3,600 per year) on the welcome bags.

**Attachments: N/A**

**From:** [Joshua Finkenbinder](#)  
**To:** [Matthew Fielder](#); [Julie Arrington](#)  
**Subject:** PEDC Agenda  
**Date:** Monday, December 05, 2016 11:49:47 AM

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Hi Matt and Julie,

I have started a marketing company called Metal Monkey and I spoke with Danny Lakey about the Town of Pantego sponsoring our gift bags. Specifically, we target the 300 families that purchase a home in Arlington, DGW, and Pantego every month. I go to each door and welcome the family to the community and give them a gift bag. Many folks don't know about Pantego and I believe this would be a great way for them to learn about all the amazing businesses in town. On each draw string gift bag would be Metal Monkey's logo and also the Shop Pantego logo. We charge our sponsors \$1 to put a marketing item in each gift bag. We ask for the same price from PEDC to place their logo on the gift bag. Only \$1 per bag. Please place this on the PEDC agenda for December 14.

Thank you,  
Josh Finkenbinder  
Cell: 469-688-4913