



AGENDA

HALTOM CITY COUNCIL REGULAR MEETING

Council Chambers - City Hall, 4801 Haltom Road

Haltom City, Texas 76117

Work Session – 6:00 P.M. Regular Session – 7:00 P.M.

Monday, February 23, 2026

CALL TO ORDER (General Comments) 6:00 P.M.

EXECUTIVE SESSION

SECTION 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, appointments process and rules of procedure for boards and commissions, drone regulations, cemetery maintenance, and pending or contemplated litigation or a settlement offer for the following cases:

- City of Haltom City v. Pecos HFC
- Ponderosa Mobile Home Park

SECTION 551.072 – Deliberation about Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

SECTION 551.087 – Deliberation Regarding Economic Development Negotiations – Deliberation regarding financial or other incentives to a business prospect: BRAUCO, FMJM, LLC., and "Quick Corner Store."

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECONVENE TO OPEN SESSION/WORKSESSION - 6:45 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE - Council Member Place 5, DANA COFFMAN

VISITOR / CITIZENS FORUM

This time is for persons to address the Council on agenda items, except items scheduled for public hearings, which have separate comment periods. Speakers may also discuss matters not on the agenda. Please submit a Speaker's Request Form to the City Secretary and follow the instructions listed. The Council cannot discuss, debate, or take formal action on non-agenda topics presented, as doing so would violate open meetings law requirements.

REGULAR SESSION - CALL TO ORDER - 7:00 P.M.

PROCLAMATIONS/RECOGNITIONS

1. PROCLAMATION

In Recognition of the Haltom High School Band Director and Band.

2. PROCLAMATION

Honoring Mr. David McConnell.

REPORTS

3. 1st QUARTER STATISTICS - Fire Department (B. Jacobs)
4. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) (S. Wilson)

CONSENT AGENDA

5. MINUTES
Consideration and/or action regarding approval of the Minutes of the February 9, 2026 Regular Meetings. (I. Rodriguez)
6. 2025 RACIAL PROFILING REPORT
Haltom City Police Department's racial profiling report for calendar year 2025. (C. Phillips)
7. FIRE DEPARTMENT PURCHASE - Self-Contained Breathing Apparatus (Air Packs)
Consideration and/or action regarding the approval of budgeted purchase for the replacement of the Fire Department's SCBAs (Air Packs). (B. Jacobs)
8. PARKS & RECREATION PURCHASE: Additional Well/Pump at North Park
Consideration and/or possible action to approve the awarding of a budgeted project to Keller Drilling for the additional Well/Pump at North Park. (C. Pruitt)

REGULAR AGENDA

9. CERTIFICATION OF UNOPPOSED STATUS - May 2, 2026, General Election
Consideration and/or action to receive and accept the Certification of Unopposed Candidates presented by City Secretary. (I. Rodriguez)
10. RESOLUTION NO. R-2026-005-01 Canceling General Election of May 2, 2026
Consideration and/or action to approve a resolution regarding the cancelation of the General Election of City Councilmembers Places 3, 4, 5 and 6 schedules to be held on May 2, 2026. (I. Rodriguez)
11. AMENDMENT TO FACILITIES AGREEMENT - Diamond Meadows Subdivision
Consideration and/or action to approve amending the Facilities Agreement for the Diamond Meadows Subdivision (Block 1: Lots 1 - 40 and Lots 41X - 44X) to provide for the developer's contractor (Jackson Construction) to complete approximately \$90,000 of construction activities within Cedarcrest Drive. (G. Van Nieuwenhuize)
12. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT with BRAUCO, LLC
Consideration and/or action for the approval of a Chapter 380 Economic Development Agreement between the City of Haltom City and BRAUCO, LLC for the purpose of supporting a proposed private investment project within the City, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)
13. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT with FMJM Group, LLC.
Consideration and/or action on the approval of a Chapter 380 Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for the purpose of supporting a proposed private investment project within the City, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)

14. **THIRD AMENDMENT LEASE AGREEMENT - Waste Connections Lone Star Inc.**

Consideration and/or action on a Resolution authorizing the City Manager to execute a Third Amendment to a Lease Extension between the City of Haltom City, as Landlord, and Waste Connections Lone Star, Inc., as Tenant, extending the lease term and modifying certain provisions of the existing lease agreement. (R. Briggs)

15. **PROPERTY ENHANCEMENT INCENTIVE POLICY AGREEMENT - Quick Corner Store, 5412 E. Belknap St. Haltom City, TX 76117**

Consideration and/or action on the approval of a Property Enhancement Incentive Policy (PEIP) Agreement between the City of Haltom City and Quick Corner Store, located at 5412 E. Belknap St. Haltom City, TX 76117, for the purpose of supporting a proposed property enhancement project along the E. Belknap St. commercial corridor, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)

CITY STAFF REPORTS

FUTURE AGENDA ITEMS

Consideration and/or possible action to approve items to be placed on future agendas.

16. **ACTION(S) TAKEN.**

BOARDS / COMMISSIONS / COMMITTEES

- RESIGNATIONS – Consider approval of resignations.
- APPOINTMENTS/REAPPOINTMENTS – Consider approval regarding appointments/reappointments.

17. **RESIGNATION**

Consideration and/or action to accept the resignation of Jeannine Nunn (Place 4) from the Planning & Zoning Commission.

18. **APPOINTMENT**

Consideration and/or action to appoint Jeannine Nunn (Place 3) to the Parks and Recreation Board.

19. **APPOINTMENT**

Consideration and/or action to appoint Debra Arnold (Place 4) to the Planning & Zoning Commission, transitioning from Alternate Position.

20. **APPOINTMENT**

Consideration and/or action to appoint Jonathan Warren as a regular member to the Animal Advisory Committee, transitioning from an alternate position.

EXCUSED ABSENCE OF COUNCIL MEMBERS

Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a), attendance requirement of the Haltom City Charter.

21. **ACTION(S) TAKEN.**

EXECUTIVE SESSION - Reconvene to Regular Session

Take any action deemed necessary as a result of the Executive Session

22. **ACTION(S) TAKEN.**

ADJOURNMENT

CERTIFICATION

I, IMELDA RODRIGUEZ, CITY SECRETARY OF THE CITY OF HALTOM CITY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS POSTED ON THE OFFICIAL BULLETIN BOARDS IN CITY HALL ON THIS THE 17th DAY OF February 2026, AT 6:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

IMELDA B. RODRIGUEZ, CITY SECRETARY

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE CITY HALL BULLETIN BOARD ON _____ DAY OF _____, 2025.

Name: _____ Title: _____

This facility is wheelchair accessible. Handicapped parking spaces are available. Request for sign interpretative services must be made 48 hours ahead of the meeting. To make arrangements call 817-222-7754.

A handwritten signature in blue ink, appearing to read "Rodriguez", with a large, stylized initial "R".

Date Posted: February 17, 2026

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Fire

Subject: 1st QUARTER STATISTICS - Fire Department (B. Jacobs)

BACKGROUND

The City Council asked the Fire Department to provide an EMS System update once the system was fully transitioned to the City of Fort Worth. This report includes the 1st Quarter stats for the ambulance service, and the 1st Quarter stats for the Fire Department.

FISCAL IMPACT

None.

RECOMMENDATION

Attachments

[HCFD 1st Quarter Report.pdf](#)



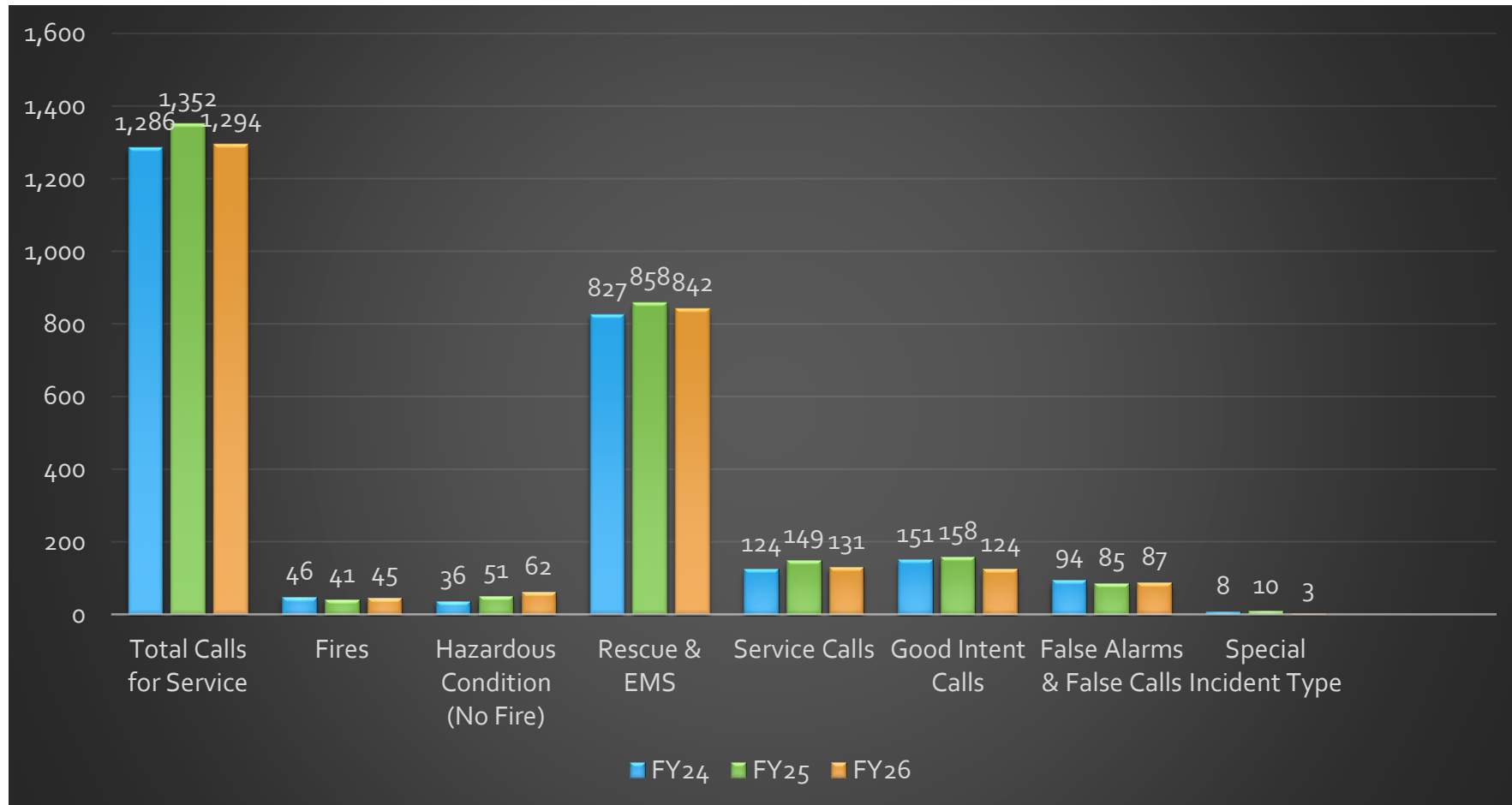
HALTOM CITY
FIRE DEPARTMENT
QUARTERLY REPORT



FD Calls for Service

1st Quarter

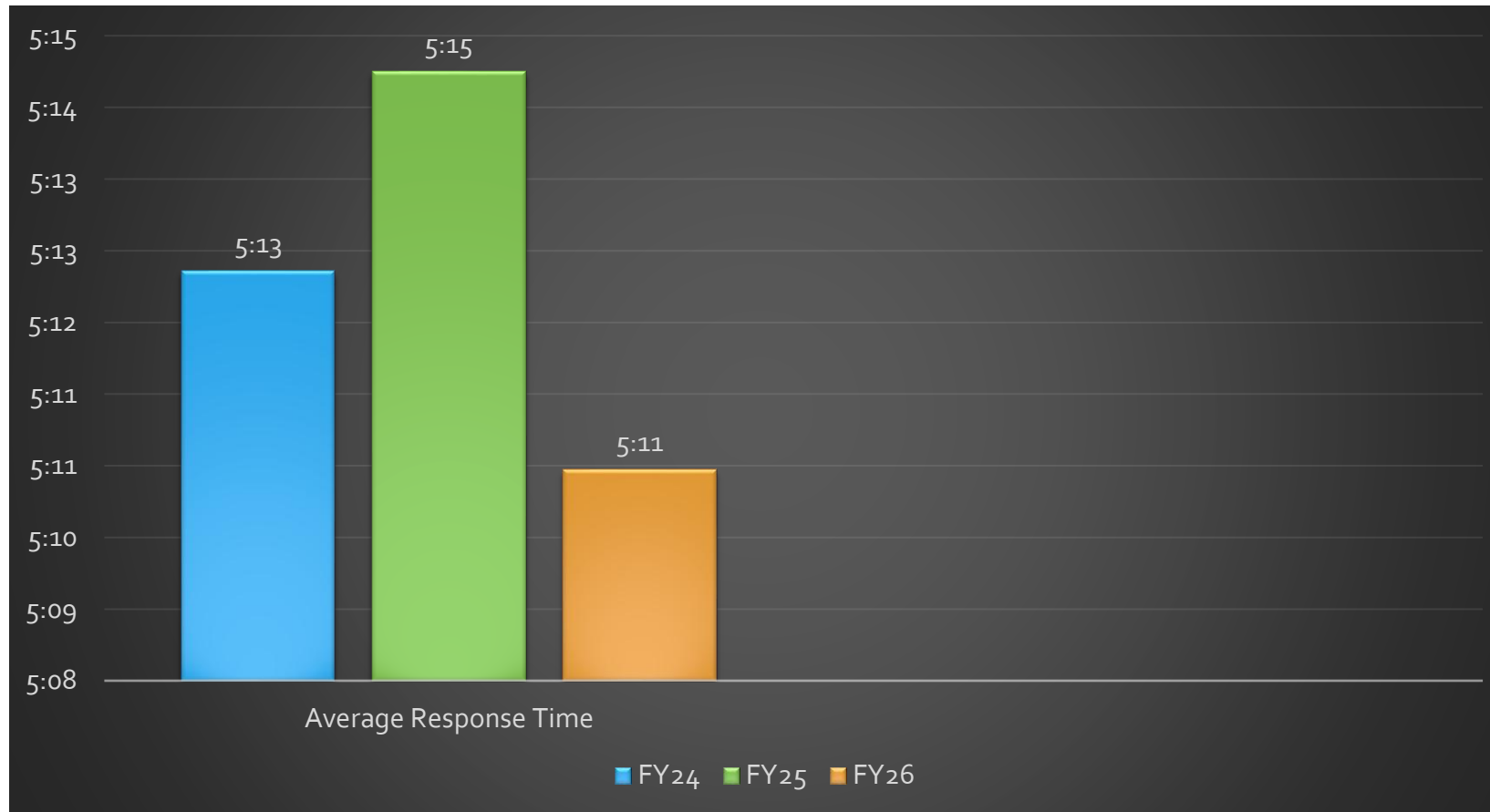
(3-Year Comparison)





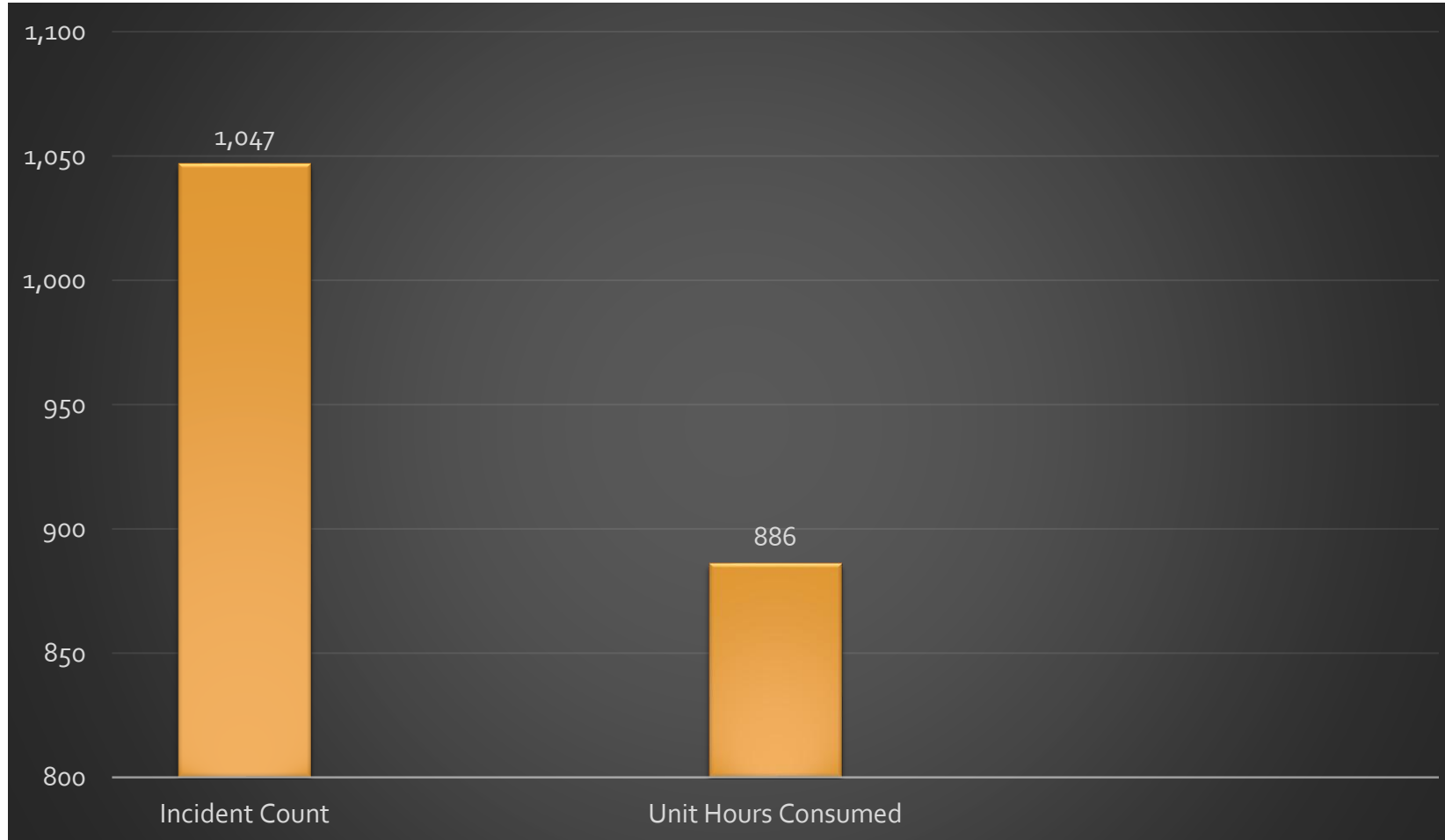
FD Response Times

1st Quarter
(3-Year Comparison)



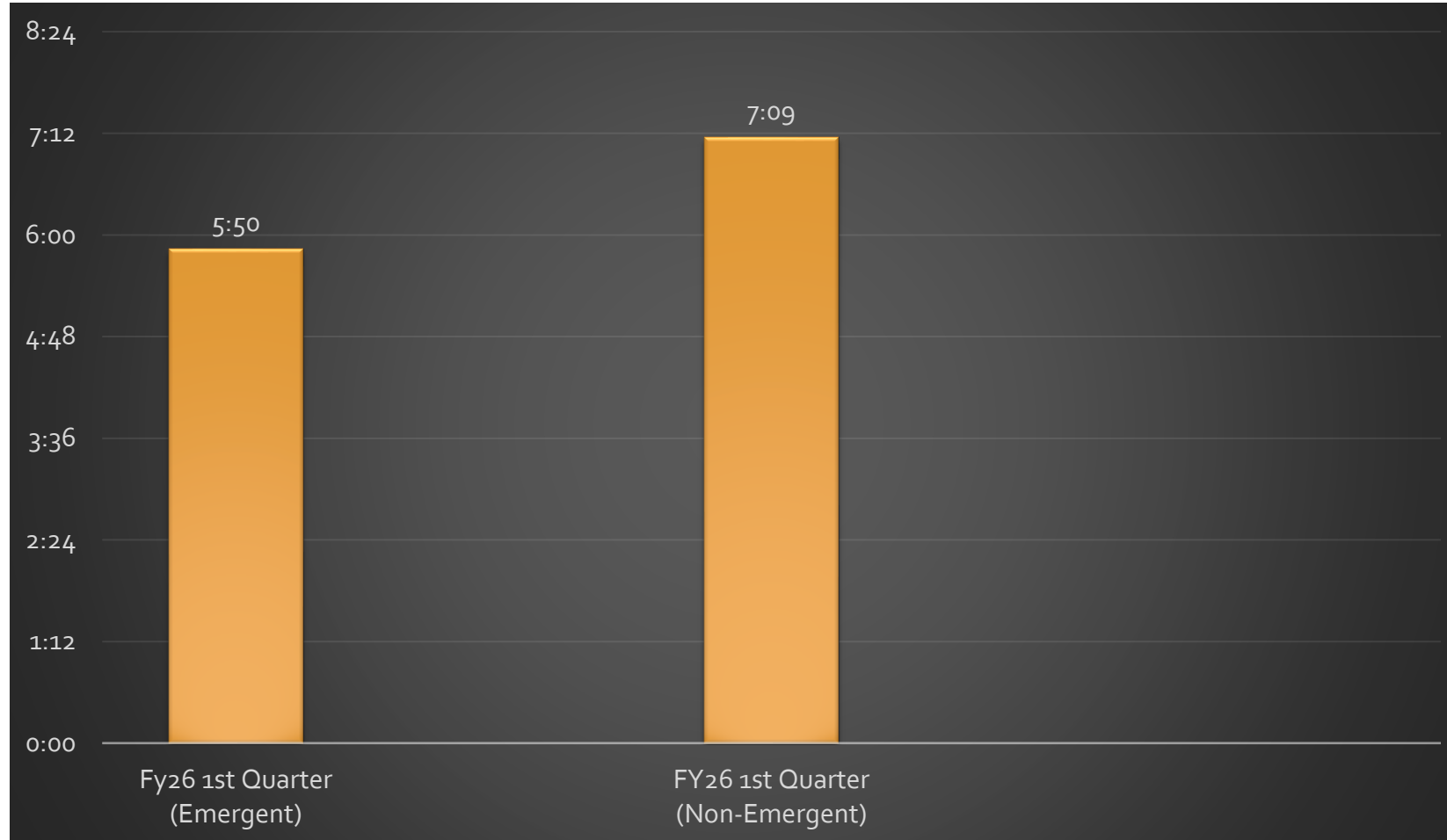
Ambulance Calls for Service

1st Quarter



Ambulance Response Times

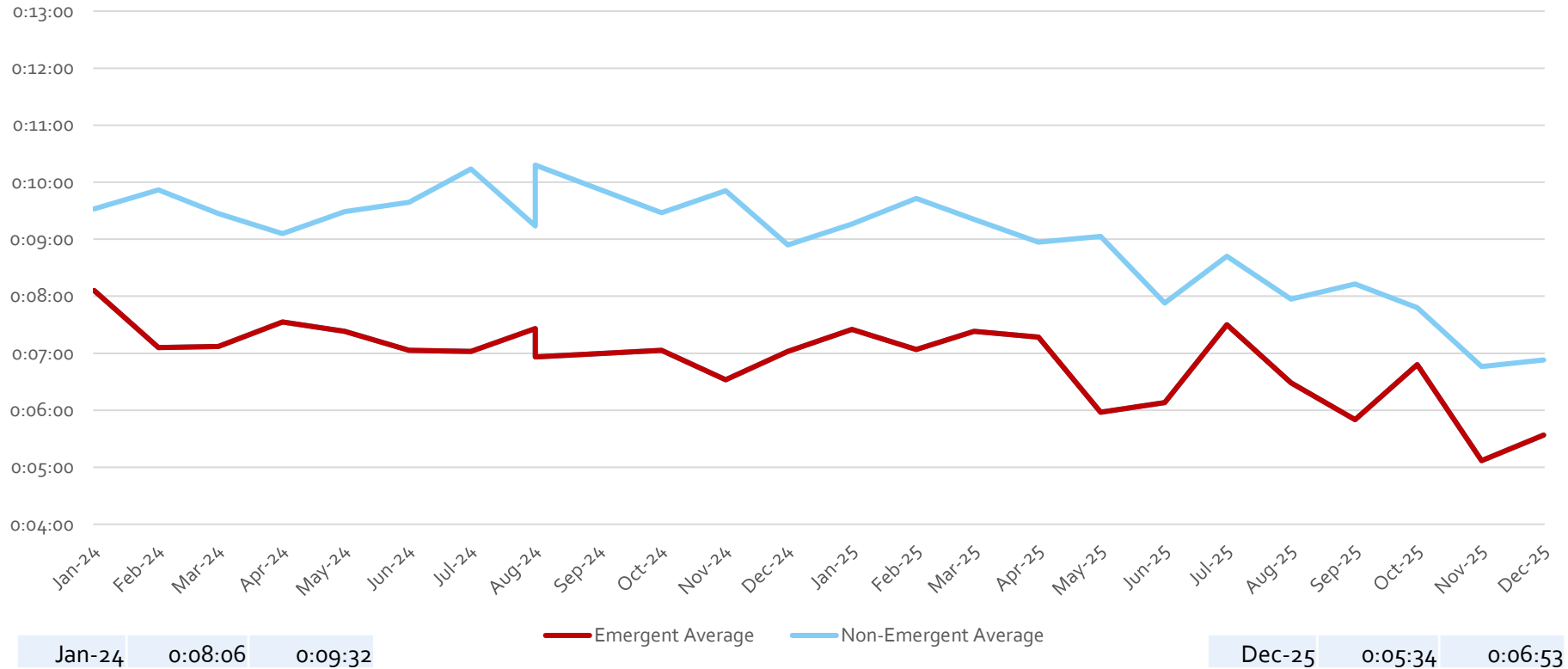
1st Quarter



Ambulance Response Times

2024 - 2025

Haltom City Travel Times





Questions?

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Finance

Subject: ANNUAL COMPREHENSIVE FINANCIAL REPORT
(ACFR) (S. Wilson)

BACKGROUND

The audit of the City's financial statements by the City's external audit firm for the fiscal year ending September 30, 2025, has been completed. Weaver and Tidwell, LLP, Certified Public Accountants, performed the audit.

A copy of the Annual Comprehensive Financial Report (ACFR) and audit findings will be made available to the City Council.

The Audit Committee met on February 23, 2026, in a public meeting to review the reports with the auditors.

FISCAL IMPACT

The fiscal impact of the ACFR is reflected in the City's upcoming budget.

RECOMMENDATION

No action needed. The Audit Committee will share their conclusion at the Council meeting.

ATTACHMENTS

Annual Comprehensive Financial Report will be provided on February 23, 2026.

CITY COUNCIL MEMORANDUM

City Council Meeting:	Monday, February 23, 2026, 6:00 PM
Department:	City Secretary
Subject:	MINUTES

BACKGROUND

A Regular Meeting was held on February 9 2026.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve the Minutes presented.

Attachments

[020926.pdf](#)

MINUTES
HALTOM CITY COUNCIL REGULAR MEETING
February 9, 2026

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on Monday, February 9, 2026, at 6:00 p.m. in the Council Chambers at City Hall, 4801 Haltom Road, Haltom City, Texas, 76117, with the following members present:

Mayor An Truong
Deputy Mayor Pro Tem Kyle Hantz
Council Place 3 Ollie Anderson
Council Place 5 Troy Dunn

Mayor Pro Tem Don Cooper
Council Place 1 Lin Thompson
Council Place 4 Scott Lindgren
Council Place 6 Dana Coffman

Absent:

Staff Present: Rex Phelps, City Manager (CM); Sidonna Foust, Assistant City Manager (ACM); Alicia Kreh, City Attorney (CA); Imelda B. Rodriguez, City Secretary (CS); Alicia Santos, Assistant City Secretary (ACS); Stormy Johnson, Finance Director, (FD); Brian Jacobs, Fire Chief (FC); Cody Phillips, Police Chief (PC); Gregory S. Van Nieuwenhuize, Public Works Director (PWD); Glenna Batchelor, Planning and Community Development Director (PCDD); Dave Klopfenstein, IT Director (ITD); Robert Briggs, Economic Development Director (EDD); Christi Pruitt, Parks and Recreation Director (PRD); Erica M. Gills, Library Director (LD); and Nicholas L. Ballard, Communications & Marketing Specialist (CMS)

CALL TO ORDER (General Comments) 6:00 P.M.

EXECUTIVE SESSION

SECTION 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, development of rental ordinance, drone regulations, cemetery maintenance, and pending or contemplated litigation or a settlement offer for the following cases:

- City of Haltom City v. Pecos HFC
- Maria Rosales v. City of Haltom City
- Ponderosa Mobile Home Park
- Logan Rains v. DN Tanks, et. al.

SECTION 551.074 – Personnel - Deliberation regarding the appointment, employment, evaluation, reassignment, or duties of the City Manager.

SECTION 551.072 – Deliberation about Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

SECTION 551.087 - Deliberation Regarding Economic Development Negotiations - Deliberation regarding financial or other incentives to business(es) or business project(s): BRAUCO, Jeffrey's Automotive, Inc., FMJM, LLC.

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECONVENE TO OPEN SESSION/WORKSESSION - 6:45 p.m.

1. PRESENTATION: Barnes & Gold Partners – Proposed Mixed-Use Planned Development Vision for Mixed-Use Planned Development at Fossil Creek Blvd. and NE Loop 820 spanning east to the corner of High Pointe Dr. and Haltom Rd. (R. Briggs)
2. PRESENTATION: SPRINGLAKE PARKWAY - No Parking zones update
Staff will present proposed changes to the No Parking zones along Springlake Parkway. (G. Van Nieuwenhuize)

INVOCATION & PLEDGE OF ALLEGIANCE - Council Member Troy Dunn

VISITOR / CITIZENS FORUM – Non submitted.

REGULAR SESSION - CALL TO ORDER - 7:00 P.M.

RECOGNITIONS

3. EMPLOYEE SERVICE AWARD
In recognition of Mr. Brian Umbaugh's years of service with the Public Works Department.

PWD Van Nieuwenhuize and David Cummings individually gave a history of his work ethics and dedication for his years of service with Haltom City.

REPORTS

4. 1st Quarter Statistics – Haltom City Police (C. Phillips)

PC Phillips presented the report that included crime information year to date comparison for 1st Quarter Statistics for the following: Census Population Data, Year to date of :Calls for service, All Part 1 Offenses, Murder ,Sexual Assault, Murder, Robbery, Aggravated Assault, Burglary of a building, Burglary of a Residence, Theft, Burglary Motor Vehicle, Vehicle Theft and Arrest.

CONSENT AGENDA

5. MINUTES
Consideration and/or action regarding approval of the Minutes of the January 12, 2026, Regular Meetings. (I. Rodriguez)
6. ORDINANCE NO. O-2025-035-15 Z-009-25 Rezoning 5617 Midway Road (2ND Reading)
Consideration and/or action to approve the ordinance for the application of Eduardo Dimas for a Zoning Change request from "C-3" Commercial District to "PD-C-3" Planned Development Cabinet Shop located on the Lot 19, Block 3 of the Golden Gardens Addition, being approximately 0.918 acres of land, locally known as 5617 Midway Road. (G. Batchelor)

7. POLICE DEPARTMENT PURCHASE - SWAT Vehicle

Consideration and/or action regarding approval of a budgeted purchase of a LENCO armored personnel carrier (APC). (C. Phillips)

8. PARKS & RECREATION EQUIPMENT PURCHASES

Consideration and/or action regarding the approval of budgeted purchases of an RTV and Skid Steer, in the total amount of \$76,820, through Sourcewell Cooperative Contracts. (C. Pruitt)

9. PUBLIC WORKS EQUIPMENT PURCHASE

Consideration and/or action regarding the approval of budgeted purchase of a double drum roller in the amount of \$72,180.00 through the Houston-Galveston Area Council Purchasing Cooperative. (G. Van Nieuwenhuize)

10. WATER TANK REPAIRS AND/OR UPGRADES

Consideration and/or action to approve the use of the TIPS-USA Cooperative for Maguire Iron, Inc. to conduct the repairs and/or upgrades to the ground storage water tanks at both the North Oaks Pump Station and the Higgins Lane Pump Station in the amount of \$73,800.00. (G. Van Nieuwenhuize)

11. AGREEMENT FOR LICENSING - Microsoft Government Enterprise

Consideration and/or action to approve a budgeted agreement with Microsoft Government Agreement with SoftOne to provide Office 365 end-user licensing and Microsoft server licenses required to support the City of Haltom City's IT environment. (D. Klopfenstein)

MPT Cooper moved to approve consent agenda items 3,4,5,6,7,8,9,10 and 11, seconded by **CM Thompson. MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

REGULAR AGENDA

12. RESOLUTION No. R-2026-003-03: Amending Fee Schedule

Consideration and/or action regarding approval of a resolution amending the fee schedule. (S. Johnson)

FD Johnson briefed the City Council on the details of the amendments to the fee schedule, which requires approval by resolution.

CM Lindgren moved to approve agenda item 12, seconded by **CM Dunn. MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

13. RESOLUTION No. R-2026-004-11: 52nd Year Community Development Block Grant Project

CONDUCT A PUBLIC HEARING: Consideration and/or action on designating the Oak Knoll Drive (Parrish Road to Wheeler Street) Water Main Replacement Project to Tarrant County as the City of Haltom City's 52nd Year Community Development Block Grant project. (G. Van Nieuwenhuize)

PWD Van Nieuwenhuize briefed the City Council on the CDBG Grant Project and addressed questions from the Council.

Mayor Truong opened the public hearing at 8:00 p.m. There being no public comment, the public hearing closed at 8:01 p.m.

CM Dunn moved to approve agenda item 13, seconded by **CM Anderson**. **MOTION PASSED** - Unanimously
Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

14. RELEASE OF FACILITIES AGREEMENT - Colonial Park Addition, Phase II
Consideration and/or action to approve a Release to the Facilities Agreement for the Colonial Park Addition, Phase II (Block 1: Lots 1 - 2, Block 2: Lots 1 - 2 and Block 5: Lot 1). (G. Van Nieuwenhuize)

PWD Van Nieuwenhuize briefed the City Council on the details of the agreement, which requires approval by resolution.

CM Anderson moved to approve agenda item 14, seconded by **CM Lindgren**. **MOTION PASSED** - Unanimously
Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

15. AGREEMENT FOR SERVICES - Sanitary Sewer Lift Station Repairs
Consideration and/or action to approve the use of the TIPS-USA Contract #23010401 for Pump Solutions, Inc. for the repairs and the pump replacements at the Solona Street Sanitary Sewer Lift Station in the amount of \$64,880.00. (G. Van Nieuwenhuize)

PWD Van Nieuwenhuize briefed the City Council on the details of the agreement and recommended approval.

CM Dunn moved to approve agenda item 15, seconded by **DMPT Hantz**. **MOTION PASSED** - Unanimously
Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

16. ENGINEERING SERVICES AGREEMENT - Freese and Nichols, Inc. / America's Water Infrastructure Act
Consideration and/or action to approve an Engineering Services Agreement with Freese and Nichols, Inc., in the amount of \$102,800 for professional services in regards to the City's compliance with the America's Water Infrastructure Act. (G. Van Nieuwenhuize)

PWD Van Nieuwenhuize briefed the City Council on the details of the agreement and recommended approval.

CM Thompson moved to approve agenda item 16, seconded by **CM Anderson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

CITY STAFF REPORTS

17. North Park Update

PRD Pruitt gave the update corresponding to the details of the well for North Park and answered questions from the City Council.

FUTURE AGENDA ITEMS

Consideration and/or possible action to approve items to be placed on future agendas.

18. Action taken. None

CM Lindgren requested to address and issue with fiber optics companies regarding hanging wires.

At this moment CM Thompson gave an announcement regarding a fundraiser to be held on Saturday, February 21, 2026.

BOARDS / COMMISSIONS / COMMITTEES

- RESIGNATIONS – Consider approval of resignations.
- APPOINTMENTS/REAPPOINTMENTS – Consider approval regarding appointments/reappointments.

19. RESIGNATION

Consideration and/or action to approve the resignation of Debra Harris (Place 3) from the Zoning Board of Adjustment.

CM Anderson moved to accept the resignation, seconded by **CM Dunn**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

20. APPOINTMENT

Consideration and/or action to approve the appoint of Ariel Olivencia to (Place 3) on the Zoning Board of Adjustment, transitioning from Alternate Position.

CM Anderson moved to approve the appointment, seconded by **CM Thompson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

EXCUSED ABSENCE OF COUNCIL MEMBERS

Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a), attendance requirement of the Haltom City Charter.

21. Action taken. None

EXECUTIVE SESSION – Convene into E. S. at 8:30 and Reconvene to Regular Session 8:30

Take any action(s) deemed necessary as a result of the Executive Session.

22. Actions taken below as follows:

CM Lindgren moved to approve the property enhanced incentive program as discussed in Executive Session for 5925 Denton Hwy, seconded by **DMPT Hantz**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

CM Dunn moved to approve the property enhanced incentive program as discussed in Executive Session for 5929 Denton Hwy, seconded by **CM Thompson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

MPT Cooper moved to approve amending the City Manager employment agreement as discussed in Executive Session seconded by **CM Coffman**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

ADJOURNMENT

Mayor Truong adjourned the meeting at 8:57 p.m.

APPROVED BY:

Dr. An Truong, Mayor

RESPECTFULLY SUBMITTED BY

Imelda B. Rodriguez, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Police

Subject: 2025 RACIAL PROFILING REPORT

BACKGROUND

Since January 1, 2002, the Haltom City Police Department, in accordance with the Texas Racial Profiling Law (Senate Bill 1074), has been collecting police contact data for the purpose of identifying and responding, if necessary, to concerns regarding racial profiling practices. In 2017, the Sandra Bland Act was signed, requiring law enforcement agencies within the State of Texas to collect additional data and provide a more detailed analysis of the data. The report provides statistical data relevant to the public contacts made during the period of January 1, 2025, through December 31, 2025.

FISCAL IMPACT

None

RECOMMENDATION

Attachments

[Letter to Council Racial Profiling 2025.pdf](#)

[2025 Racial Profiling TCOLE Report Full.pdf](#)

[2025 Comparative Analysis \(Graphs\).pdf](#)

[2025 Racial Profiling TCOLE Report Comparative.pdf](#)



HALTOM CITY POLICE DEPARTMENT

LAW ENFORCEMENT CENTER

5110 Broadway Avenue
Haltom City, Texas 76117-3726
(817) 222-7026 Fax (817)222-7195

February 10, 2026

To the Honorable Mayor An Truong and Members of the City Council:

Since January 1, 2002, the Haltom City Police Department, in accordance with the Texas Racial Profiling Law (Senate Bill 1074), has been collecting police contact data for the purpose of identifying and responding, if necessary, to concerns regarding racial profiling practices. In 2017, the Sandra Bland Act was signed, requiring law enforcement agencies within the State of Texas to collect additional data and provide a more detailed analysis of the data. The findings provided in this report will serve as evidence that the Haltom City Police Department continues to strive toward the goal of maintaining strong relations with the community and strongly prohibits racial profiling.

In this report, you will find sections designed to provide background information on the Texas Racial Profiling Law requirements. The information is relevant to the institutional policies adopted by the Haltom City Police Department prohibiting the practice of racial profiling (among its officers).

The final components of this report provide statistical data relevant to the public contacts made during the period of January 1, 2025, through December 31, 2025. This information has been compared to various census data within the City of Haltom City, Tarrant County, and Texas. The comparative analysis is included in this report.

My goal is to continue being responsive to the community by implementing and monitoring the appropriate policies and safeguards to prevent racial profiling practices.

Sincerely,

Cody Phillips
Chief of Police

Racial Profiling Report | Full

Agency Name: HALTOM CITY POLICE DEPT.
Reporting Date: 01/25/2026
TCOLE Agency Number: 439217

Chief Administrator: CODY N PHILLIPS

Agency Contact Information:
Phone: (817) 222-7000
Email: cphillips@haltomcitytx.com

Mailing Address:
5110 BROADWAY AVE, HALTOM CITY, TX, 761173726

This Agency filed a full report

HALTOM CITY POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HALTOM CITY POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HALTOM CITY POLICE DEPT. if the individual believes that a peace officer employed by the HALTOM CITY POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HALTOM CITY POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the HALTOM CITY POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HALTOM CITY POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: Cody Phillips
Police Chief

Date: 01/25/2026

Total stops: 11773

Street address or approximate location of the stop

City street	10371
US highway	466
County road	22
State highway	663
Private property or other	251

Was race or ethnicity known prior to stop?

Yes	490
No	11283

Race / Ethnicity

Alaska Native / American Indian	40
Asian / Pacific Islander	482
Black	1972
White	5315
Hispanic / Latino	3964

Gender

Female 3903

Alaska Native / American Indian	7
Asian / Pacific Islander	170
Black	716
White	1804
Hispanic / Latino	1206

Male 7870

Alaska Native / American Indian	33
Asian / Pacific Islander	312
Black	1256
White	3511
Hispanic / Latino	2758

Reason for stop?

Violation of law 1526

Alaska Native / American Indian	3
Asian / Pacific Islander	39
Black	250
White	763

Hispanic / Latino	471
Preexisting knowledge	748
Alaska Native / American Indian	1
Asian / Pacific Islander	24
Black	109
White	293
Hispanic / Latino	321
Moving traffic violation	7603
Alaska Native / American Indian	29
Asian / Pacific Islander	357
Black	1299
White	3377
Hispanic / Latino	2541
Vehicle traffic violation	1896
Alaska Native / American Indian	7
Asian / Pacific Islander	62
Black	314
White	882
Hispanic / Latino	631
Was a search conducted?	
Yes	555
Alaska Native / American Indian	0
Asian / Pacific Islander	12
Black	114
White	281
Hispanic / Latino	148
No	11218
Alaska Native / American Indian	40
Asian / Pacific Islander	470
Black	1858
White	5034
Hispanic / Latino	3816
Reason for Search?	
Consent	57
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	32

Hispanic / Latino	15				
Contraband	32				
Alaska Native / American Indian	0				
Asian / Pacific Islander	1				
Black	7				
White	13				
Hispanic / Latino	11				
Probable	204				
Alaska Native / American Indian	0				
Asian / Pacific Islander	1				
Black	60				
White	101				
Hispanic / Latino	42				
Inventory	14				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	4				
White	5				
Hispanic / Latino	5				
Incident to arrest	248				
Alaska Native / American Indian	0				
Asian / Pacific Islander	8				
Black	35				
White	130				
Hispanic / Latino	75				
Was Contraband discovered?					
Yes	329	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	6	Yes	2	No	4
Black	75	Yes	19	No	56
White	167	Yes	63	No	104
Hispanic / Latino	81	Yes	18	No	63
No	226				
Alaska Native / American Indian	0				
Asian / Pacific Islander	6				
Black	39				
White	114				
Hispanic / Latino	67				

Description of contraband	
Drugs	260
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	65
White	129
Hispanic / Latino	62
Weapons	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	8
Hispanic / Latino	2
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	49
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	22
Hispanic / Latino	17
Stolen property	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	0
Other	43
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	30
Hispanic / Latino	8
Result of the stop	
Verbal warning	168

Alaska Native / American Indian	1
Asian / Pacific Islander	5
Black	32
White	114
Hispanic / Latino	16
Written warning	4616
Alaska Native / American Indian	17
Asian / Pacific Islander	233
Black	762
White	2302
Hispanic / Latino	1302
Citation	6611
Alaska Native / American Indian	22
Asian / Pacific Islander	235
Black	1111
White	2797
Hispanic / Latino	2446
Written warning and arrest	92
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	13
White	41
Hispanic / Latino	35
Citation and arrest	286
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	54
White	159
Hispanic / Latino	67
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	233
Alaska Native / American Indian	0
Asian / Pacific Islander	5

Black	43
White	115
Hispanic / Latino	70
Violation of Traffic Law	49
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	27
Hispanic / Latino	14
Violation of City Ordinance	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7
Hispanic / Latino	1
Outstanding Warrant	88
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	16
White	51
Hispanic / Latino	17

Was physical force resulting in bodily injury used during stop?

Yes	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	3
Resulting in Bodily Injury To:	
Suspect	1
Officer	2
Both	2
No	11761
Alaska Native / American Indian	40
Asian / Pacific Islander	482
Black	1972
White	5306
Hispanic / Latino	3961

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- | | |
|-------------------------------------|--------------------------|
| Use TCOLE's auto generated analysis | ☐ |
| Use Department's submitted analysis | ☐ |

Optional Narrative

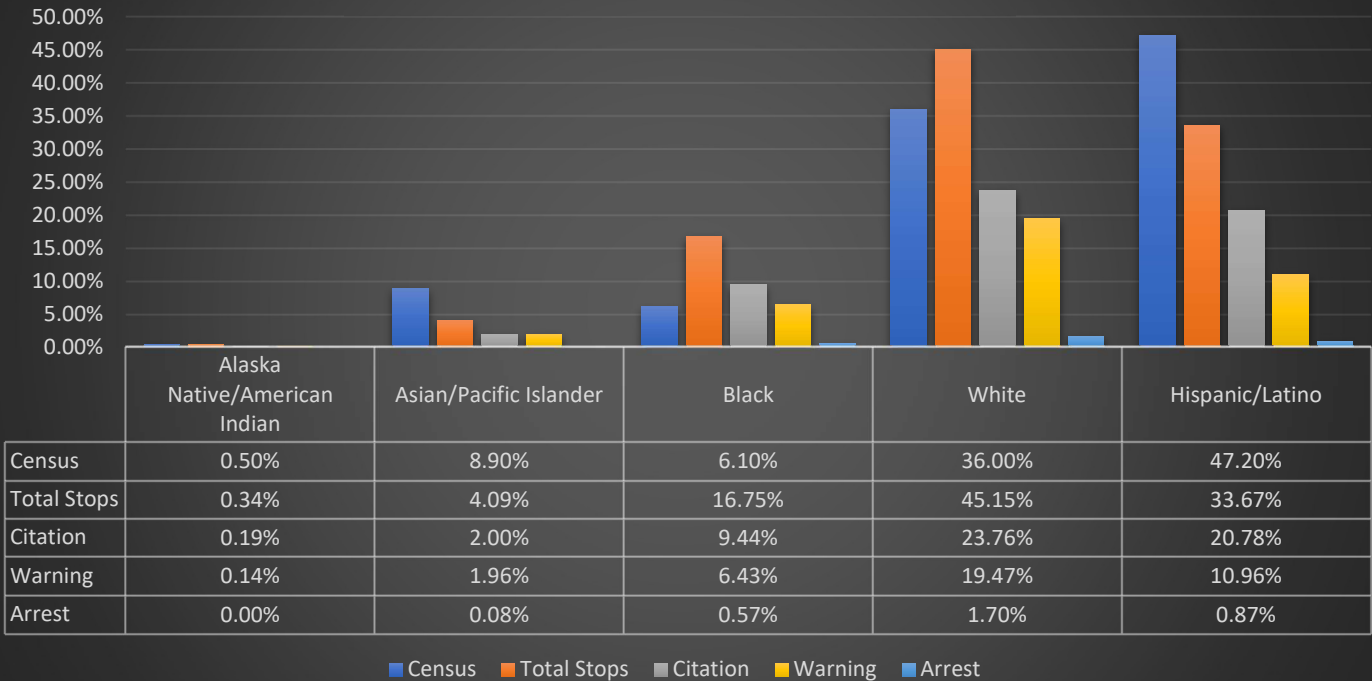
N/A

Submitted electronically to the

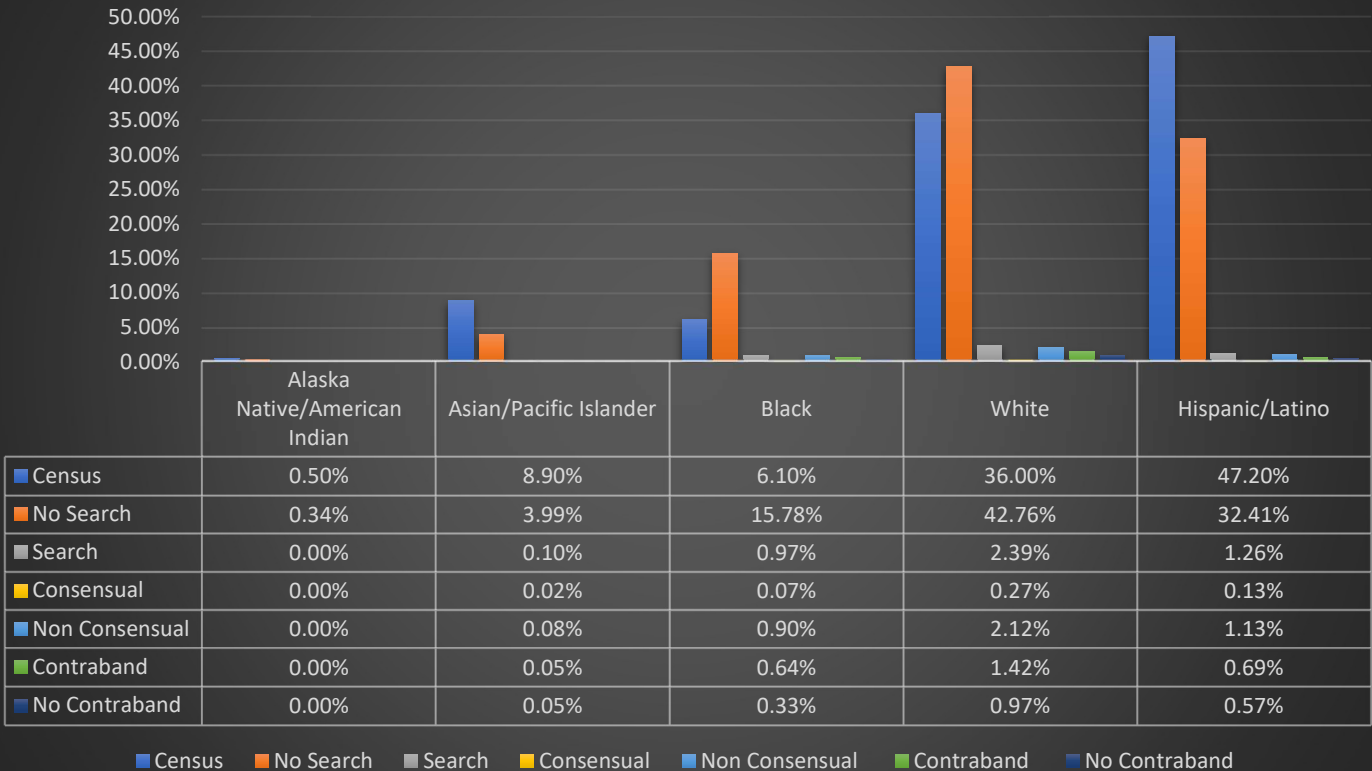


The Texas Commission on Law Enforcement

Comparative Analysis of Stops



Comparative Analysis of Searches



Racial Profiling Analysis Report

HALTOM CITY POLICE DEPT.

01. Total Traffic Stops:	11773	
02. Location of Stop:		
a. City Street	10371	88.09%
b. US Highway	466	3.96%
c. County Road	22	0.19%
d. State Highway	663	5.63%
e. Private Property or Other	251	2.13%
03. Was Race known prior to Stop:		
a. NO	11283	95.84%
b. YES	490	4.16%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	40	0.34%
b. Asian/ Pacific Islander	482	4.09%
c. Black	1972	16.75%
d. White	5315	45.15%
e. Hispanic/ Latino	3964	33.67%
05. Gender:		
a. Female	3903	33.15%
i. Alaska/ Native American/ Indian	7	0.06%
ii. Asian/ Pacific Islander	170	1.44%
iii. Black	716	6.08%
iv. White	1804	15.32%
v. Hispanic/ Latino	1206	10.24%
b. Male	7870	66.85%
i. Alaska/ Native American/ Indian	33	0.28%
ii. Asian/ Pacific Islander	312	2.65%
iii. Black	1256	10.67%
iv. White	3511	29.82%
v. Hispanic/ Latino	2758	23.43%
06. Reason for Stop:		
a. Violation of Law	1526	12.96%
i. Alaska/ Native American/ Indian	3	0.20%
ii. Asian/ Pacific Islander	39	2.56%

Racial Profiling Analysis Report

iii. Black	250	16.38%
iv. White	763	50.00%
v. Hispanic/ Latino	471	30.87%
b. Pre-Existing Knowledge	748	6.35%
i. Alaska/ Native American/ Indian	1	0.13%
ii. Asian/ Pacific Islander	24	3.21%
iii. Black	109	14.57%
iv. White	293	39.17%
v. Hispanic/ Latino	321	42.91%
c. Moving Traffic Violation	7603	64.58%
i. Alaska/ Native American/ Indian	29	0.38%
ii. Asian/ Pacific Islander	357	4.70%
iii. Black	1299	17.09%
iv. White	3377	44.42%
v. Hispanic/ Latino	2541	33.42%
d. Vehicle Traffic Violation	1896	16.10%
i. Alaska/ Native American/ Indian	7	0.37%
ii. Asian/ Pacific Islander	62	3.27%
iii. Black	314	16.56%
iv. White	882	46.52%
v. Hispanic/ Latino	631	33.28%
07. Was a Search Conducted:		
a. NO	11218	95.29%
i. Alaska/ Native American/ Indian	40	0.36%
ii. Asian/ Pacific Islander	470	4.19%
iii. Black	1858	16.56%
iv. White	5034	44.87%
v. Hispanic/ Latino	3816	34.02%
b. YES	555	4.71%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	12	2.16%
iii. Black	114	20.54%
iv. White	281	50.63%
v. Hispanic/ Latino	148	26.67%
08. Reason for Search:		
a. Consent	57	0.48%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.51%
iii. Black	8	14.04%
iv. White	32	56.14%
v. Hispanic/ Latino	15	26.32%
b. Contraband in Plain View	32	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.13%
iii. Black	7	21.88%
iv. White	13	40.63%
v. Hispanic/ Latino	11	34.38%
c. Probable Cause	204	1.73%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.49%
iii. Black	60	29.41%
iv. White	101	49.51%
v. Hispanic/ Latino	42	20.59%
d. Inventory	14	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	28.57%
iv. White	5	35.71%
v. Hispanic/ Latino	5	35.71%
e. Incident to Arrest	248	2.11%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	8	3.23%
iii. Black	35	14.11%
iv. White	130	52.42%
v. Hispanic/ Latino	75	30.24%
09. Was Contraband Discovered:		
YES	329	2.79%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	6	1.82%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	4	
iii. Black	75	22.80%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	19	
Finding resulted in arrest - NO	56	
iv. White	167	50.76%
Finding resulted in arrest - YES	63	
Finding resulted in arrest - NO	104	
v. Hispanic/ Latino	81	24.62%
Finding resulted in arrest - YES	18	
Finding resulted in arrest - NO	63	
b. NO	226	1.92%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	6	2.65%
iii. Black	39	17.26%
iv. White	114	50.44%
v. Hispanic/ Latino	67	29.65%
10. Description of Contraband:		
a. Drugs	260	2.21%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	1.54%
iii. Black	65	25.00%
iv. White	129	49.62%
v. Hispanic/ Latino	62	23.85%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	16	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	37.50%
iv. White	8	50.00%
v. Hispanic/ Latino	2	12.50%
d. Alcohol	49	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.08%
iii. Black	8	16.33%
iv. White	22	44.90%

Racial Profiling Analysis Report

v. Hispanic/ Latino	17	34.69%
e. Stolen Property	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
f. Other	43	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	5	11.63%
iv. White	30	69.77%
v. Hispanic/ Latino	8	18.60%
11. Result of Stop:		
a. Verbal Warning	168	1.43%
i. Alaska/ Native American/ Indian	1	0.60%
ii. Asian/ Pacific Islander	5	2.98%
iii. Black	32	19.05%
iv. White	114	67.86%
v. Hispanic/ Latino	16	9.52%
b. Written Warning	4616	39.21%
i. Alaska/ Native American/ Indian	17	0.37%
ii. Asian/ Pacific Islander	233	5.05%
iii. Black	762	16.51%
iv. White	2302	49.87%
v. Hispanic/ Latino	1302	28.21%
c. Citation	6611	56.15%
i. Alaska/ Native American/ Indian	22	0.33%
ii. Asian/ Pacific Islander	235	3.55%
iii. Black	1111	16.81%
iv. White	2797	42.31%
v. Hispanic/ Latino	2446	37.00%
d. Written Warning and Arrest	92	0.78%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	3.26%
iii. Black	13	14.13%
iv. White	41	44.57%
v. Hispanic/ Latino	35	38.04%

Racial Profiling Analysis Report

e. Citation and Arrest	286	2.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	2.10%
iii. Black	54	18.88%
iv. White	159	55.59%
v. Hispanic/ Latino	67	23.43%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	233	1.98%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	2.15%
iii. Black	43	18.45%
iv. White	115	49.36%
v. Hispanic/ Latino	70	30.04%
b. Violation of Traffic Law	49	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	16.33%
iv. White	27	55.10%
v. Hispanic/ Latino	14	28.57%
c. Violation of City Ordinance	8	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	7	87.50%
v. Hispanic/ Latino	1	12.50%
d. Outstanding Warrant	88	0.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	4.55%
iii. Black	16	18.18%
iv. White	51	57.95%
v. Hispanic/ Latino	17	19.32%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	11761	99.90%
i. Alaska/ Native American/ Indian	40	0.34%
ii. Asian/ Pacific Islander	482	4.10%
iii. Black	1972	16.77%
iv. White	5306	45.12%
v. Hispanic/ Latino	3961	33.68%
b. YES	12	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	75.00%
v. Hispanic/ Latino	3	25.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	8.33%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	2	16.67%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	2	16.67%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/25/2026

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Fire

Subject: FIRE DEPARTMENT PURCHASE - Self-Contained Breathing Apparatus (Air Packs)

BACKGROUND

The FY26 budget allows for the purchase of Self-Contained Breathing Apparatus (SCBAs) for the fire department. SCBAs are most commonly referred to as air packs and are part of the daily operations of the fire department. These are governed by Federal and State regulations and have a 15-year service life. The fire department's current SCBAs are nearing end of life. If approved, the fire department would expect to take delivery within six months.

FISCAL IMPACT

The requested purchase of these SCBAs is identified in the FY26 budget. The purchase of the SCBAs will not exceed the approved budget amount of \$600,000.

RECOMMENDATION

Staff recommends the purchase of the SCBAs in the amount of \$598,263.00 from *Metro Fire Apparatus Specialists, Inc.* through the Local Government Purchasing Cooperative d/b/a *BuyBoard*. The city is a member of *BuyBoard* and purchases through this cooperative satisfies all state and local bidding requirements.

In addition, staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Attachments

[HALTOM CITY FIRE RESCUE SCOTT AIR-PAK QUOTE 108503 - UPDATED 02_02_2026.pdf](#)



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote
#108503

Quote Date: 7/14/2025
Expires Date: 3/31/2026

Bill To: HALTOM CITY FIRE/RESCUE
BRIAN JACOBS
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 14246
HALTOM CITY TX 76117

Ship To: CITY OF HALTOM CITY
5024 BROADWAY AVE
HALTOM CITY TX 76117

Ordered By	Sales Rep	Entered By	Terms
CHRIS ANDERSON	SCOTT GIBBS	JIM MINTON	NET 30
FOB	Shipping Method	Contract Source	
METRO	BEST WAY	BUYBOARD 698-23	

Loc	Ord	UM	Item	Price	Ext. Price
	50	EA	MET-ITEM SCT-7100409390 X5A15025305B04 XD WIRE FRAME AIR-PAK 5.5 CGA, EZ-FLO+ REG W/QD RECTUS COUPLER, UEBSS, PAK-TRACKER/PASS/SEMS 3, NFPA 1970, 2025 ED. - 2/CARTON	\$8,945.00	\$447,250.00
	100	EA	SCT-7012471758 45 MINUTE, CARBON CYLINDER 5500 PSI, CGA THREAD VALVE 200969-01	\$780.00	\$78,000.00
	7	EA	SCT-7012471903 60 MINUTE, CARBON CYLINDER 5500 PSI, CGA THREAD VALVE 200972-01	\$1,758.00	\$12,306.00
	1		NOTES PAK-TRACKER AND SEMS II FUNCTION REQUIRES OPTIONAL 3M SCOTT HARDWARE & SOFTWARE TO OPERATE	\$0.00	\$0.00
	5	EA	SCT-7012471719 RIT-PAK III ASSY 5500 PSI, RECTUS EBSS, AV-3000, E-Z FLO REGULATOR, NO CYLINDER	\$3,995.00	\$19,975.00
	10	EA	SCT-7012472111 AV3000 HT, KEVLAR HEAD HARNESS MEDIUM FACESEAL, RIGHT COMM BRACKET - 5-STRAP 201215-05	\$378.00	\$3,780.00
	100	EA	SCT-7012621231 TEMPLE STRAP AV3000-HT 804178-03	\$26.00	\$2,600.00
	100	EA	SCT-7012621228 NECK BAND ASSEMBLY STRAP, AV-3000 HT, 4/5- STRAP 804176-03	\$26.00	\$2,600.00
	6	EA	SCT-7012511842 EPIC 3 VOICE AMPLIFIER 201275-01	\$687.00	\$4,122.00
	15	EA	SCT-7100291956 REGULATOR ASSY, 2018, QD, X3 EZ-FLO+, HUD, RECTUS COUPLER 200077-60	\$1,842.00	\$27,630.00





17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote

#108503

Quote Date: 7/14/2025
Expires Date 3/31/2026

Subtotal	\$598,263.00
Shipping Cost	\$0.00
Tax Total (%)	\$0.00

Total	\$598,263.00
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QT108503

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Parks & Recreation

Subject: PARKS & RECREATION PURCHASE: Additional Well/Pump at North Park

BACKGROUND

In the FY2026 budget, \$400,000 was approved for a second well for North Park.

The Public Works & Parks Department have worked together to research and determine the best possible resolution. The current well is drilled to the Paluxy formation and yields approximately 17 gallons per minute (gpm). In order to get the best solution, it is recommended to drill to the Trinity, which would get us closer to 100+ gpm. This will require an additional annual allocation, metering, and spacing requirements. We received the following bids:

Vendor	Bid Amount
Double D Drilling & Barco Well Service	\$459,699.98
Desert Eagle Drilling	\$395,000
Keller Drilling	\$335,000

Additional costs will include a pump house (approx. \$20,000), fencing to secure/protect pump house and equipment (approx. \$10,000), plumbing and electrical needed.

FISCAL IMPACT

The well project has an approved budget of \$400,000 for FY26. The current well does not sufficiently supply the pond in order to keep the level consistent. An additional, deeper well with a higher efficiency pump will greatly increase the capacity and help keep the pond from drawing too low.

RECOMMENDATION

Staff recommends selecting Keller Drilling to drill the well and install the pump and asks for approval to purchase a new pump house and select a fencing contractor to install a fence around pump house once installed.

In addition, staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 23rd day of February 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

ATTEST:

Dr. An Truong, Mayor

Imelda B. Rodriguez, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

Attachments

[FY26 well quotes.pdf](#)

Double D Drilling

PO Box 483

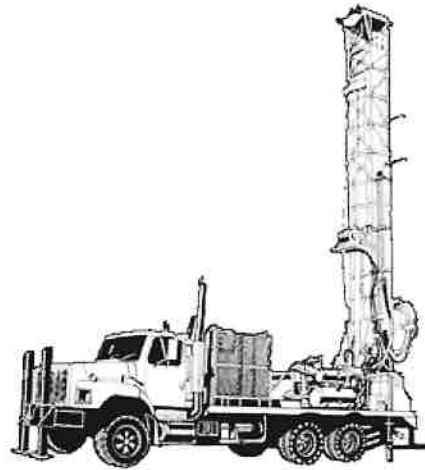
Lewisville, TX 75067

Dale Chepulis

dalechepulis@hotmail.com

Nick Chepulis

dominic.chepulis@gmail.com



PROPOSAL

Haltom City

% David Cummings

4801 Haltom Rd

Haltom City, TX 76117

November 5, 2025

We propose to furnish all materials and labor necessary to drill a water well on your property.

The well specifications are as follows:

1. Location - 5220 Denton Hwy, Haltom City, TX 76148
2. Depth - approx. 1200' (Trinity Sand)
3. Casing - 6 5/8" Steel, T&C
4. Screen - 6 5/8" Stainless Steel, T&C, 0.02 slot
5. Gravel Pack - #8-16
6. Bentonite/Cement well per TDLR regulations
7. Northern Trinity GCD permit

The payment and terms of this agreement are as follows:

1. **Cost of well: \$330,000.00**
2. A down payment of 50% is due once rig is on site.
3. It is understood that the driller can only provide a best-efforts guarantee regarding water quality and quantity.
4. Excludes clean up and electrical/plumbing connections.

The well will be completed per TDLR regulations.

Thank you,

Dale Chepulis

Nick Chepulis

Texas License #54840

Regulated by the Texas Department of Licensing and Regulation

PO Box 12157, Austin, Texas 78711

1-800-803-9202, 512-463-7880



ESTIMATE	#2038
ESTIMATE DATE	Nov 5, 2025
EXPIRATION DATE	Dec 31, 2025
TOTAL	\$128,699.98

Haltom City/North Park

(817) 822-7832
dcummings@haltomcitytx.com

CONTACT US
P.O. BOX 2406
Keller, TX 76244

(817) 379-5283
info@barcowellservice.com

ESTIMATE

Services	qty	unit price	amount
Notes - Service Notes This estimate is for the North Park Project in Haltom City.	1.0	\$0.00	\$0.00
Pulling Unit - Commercial P38 Labor to operate pulling unit to set pumping equipment. Includes Flow out on generator to complete/develop well.	1.0	\$17,000.00	\$17,000.00
Services subtotal:			\$17,000.00

Materials	qty	unit price	amount
Pumping Equipment - 100SR40 FPS SR-Series Submersible Pump, Hp Rating: 100 hp, Flow Rate: 100 gpm, 3 in Discharge, 304 Stainless Steel Impeller, 304 Stainless Steel Case, Dimensions: 6 in Dia**Place holder, may be 125SR40**	1.0	\$14,505.00	\$14,505.00
Pumping Equipment - 40 HP Motor 460V 3PH Franklin Electric 6" 40HP 460V 3Phase Motor	1.0	\$12,543.00	\$12,543.00
Wire - 2/4 Submersible Cable 2/4 Flat Jacket Submersible Cable	1000.0	\$23.87	\$23,870.00
Control Box / VFD / Starter - 3LHS450R-BOS PHASE TECH 3LHS450R-BOS 480V 3PH/ 480V 3PH 3R 50HP VFD 77A WITH MCCB DISCONNECT OUTPUT SINE FILTER	1.0	\$28,467.00	\$28,467.00
6" New Well - 3" Black Pipe 3" Black Schedule 40 Drop Pipe w/ API Sold by the Ft.	1000.0	\$22.77	\$22,770.00
Consumables - 3" X 6" Well seal/bullhead 3x6 custom well seal w/ bullhead assembly.	1.0	\$1,550.00	\$1,550.00
Consumables - 3" SS Check Valves 3" STAINLESS STEEL CHECK VALVES	3.0	\$1,124.40	\$3,373.20
Consumables - Splice Kit - Large Large Splice Kit 2,1,0,00,000	1.0	\$1,056.78	\$1,056.78
Wire - Misc. Electrical and plumbing Conduit, Wire, Electrical Fittings and pvc parts	1.0	\$2,500.00	\$2,500.00
Consumables - 1/4 Air Line	1000.0	\$1.00	\$1,000.00

1/4 Air Line Tubing Sold by the Foot

Consumables - Air Line Manifold	1.0	\$65.00	\$65.00
1/4" Air Line Manifold to Water Level Down to Hole			

Drilling Disclaimer	1.0	\$0.00	\$0.00
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Haul off of material, topsoil, rock, grass, mud or water is not included in drilling operations (unless specified above). Electric service and irrigation/domestic tie-in to well is not included nor is it covered by our drilling license. Barco Well Service, LP is NOT responsible for damage to underground infrastructure. Barco Well Service, LP is NOT responsible for the quantity, quality, sand or mineral content of groundwater in your area.

Please Initial: _____

Disclaimers & Warranties - Parts Warranty	1.0	\$0.00	\$0.00
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4" pumps and Motors 1/2hp to 5hp carry a 5 year warranty against manufacture defect. 7.5hp and up pumps and motors carry 1 year warranty against manufacture defects. GRUNDFOS SQ,SQE pumps and motors carry 3 year warranty against manufacture defects. CHALLENGER Bladder tanks carry a 5 year warranty. WELL-XTROLL bladder tanks carry a 7 YEAR warranty. ENDURAPLAS storage tanks carry a 10 year warranty against manufacture defects. BARCO Well Service doesn't guarantee quality or quantity of the wells it services. Manufacturer's Warranty does not include water quality that is heavily saturated with mineral, including iron, calcium, sand, heavy scaling and rust from steel casing. The Manufacturer's Warranty DOES NOT cover wells that received lightning damage or have a water quantity problem or misuse of equipment causing motors to overheat.

Disclaimers & Warranties - Service Disclaimer	1.0	\$0.00	\$0.00
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Service Declaimer

Barco Well Service will make every effort to prevent damage to customer property during the process of repairs to well and associated equipment. Heavy equipment used in the process of pulling and repairing well equipment can damage property, including but not limited to, underground services, irrigation, flatwork, well enclosures, and landscape. The customer understands and agrees to hold Barco Well Service harmless against such damages. In cases where existing equipment is pulled and breaks or falls due to corrosion, substandard materials, shifting of casing, or degradation of casing; customer agrees that Barco Well Service is not held responsible, and agrees to remit payment for services performed up to that point. Further expense for retrieving equipment from the well will be after customer approval. Any equipment removed from well and left on-site is the responsibility of the customer. Barco Well Service is held harmless against theft or damage to that equipment.

Please initial

Materials subtotal: \$111,699.98

Subtotal	\$128,699.98
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Total	\$128,699.98
--------------	---------------------

Texas Water Well Driller:

#59359WKP, #59773WKP, #60324WKP

Regulated By: TDLR

P.O. Box 12157

Austin, TX 78711

512-643-6599

Haul off of material, topsoil, rock, grass, mud or water is not included in drilling operations. Electric service or irrigation tie-in to well is not included nor is it covered by our license. Barco Well Service is not responsible for damage to underground infrastructure. Barco Well Service, LP is NOT responsible for the quantity, quality, sand, or mineral content of groundwater in your area.

KELLER DRILLING COMPANY, LLC

- Water Well Drilling -

www.kellerdrilling.com

Post Office Box 852 Keller, Texas 76244

Area Code (817) PE rshing 2 - 4321

January 16, 2026

Christi Pruitt, CPRP
Director of Parks and Recreation
City of Haltom City, Texas 76117

cpruitt@haltomcitytx.com

Gentlemen:

Keller Drilling Company, LLC (contractor) submits this proposal to City of Haltom City, Texas (customer) for one irrigation well to be located at your North Park facility.

Contractor shall agree to:

- 1.) Drill 12-1/4 inch hole to a total depth of 1,200 feet below ground level, or to the base of the lower Trinity sand formation, whichever is the shallower depth, collect drill samples through indicated productive zones, run open hole resistivity and gamma ray logs to determine water productive zones, run 60 +/- feet of .020" stainless steel pipe base screen with centralizers, run 1,100 feet of 8-5/8 steel casing, gravel pack with 80 +/- feet of 8-16 frac sand, pump cement from top of gravel pack to surface.
- 2.) Develop well with appropriate stimulant chemicals and mud cleaning chemicals, jet well with air, bail well as necessary, run test pump to clear remaining mud deposits.

- 3.) Install WS090300A 90 gpm 26 stage submersible pump with 30 hp Franklin motor, at a depth of 1,000 feet, more or less, below casing flange on 3 inch production tubing, with # 4 submersible electric cable, 1/8 inch Toro air line and gauge, well tee and plumbing flange at wellhead.
- 4.) Clean up location, level ground. Install 4 x 4 ft concrete pad around wellhead.
- 5.) Connect to customer's fused disconnect and install electric panel and junction box, provide Franklin Sub Monitor protection gear, test electric, run well, adjust as necessary.

Customer agrees to:

- 1.) Provide water for drilling purposes at the location.
- 2.) Provide and install electric service with 460 volt, 50 amp minimum service. and panel with fused disconnect.
- 3.) Provide rights of ingress and egress to and from the location.
- 4.) Provide contractor with municipal sales tax exemption certificate.

Warranty:

Contractor agrees to provide a one (1) year warranty on its workmanship, and a three (3) year warranty on the pump and motor in the event of failure due to ordinary wear and tear.

Terms:

Customer shall pay contractor the amount of \$230,000.00 upon reaching total drilling depth, and the customer has had adequate time to review well cuttings, logs, and drilling time records, and elects to complete the well as a producer.

In the event that customer elects to declare the well as a dry hole at the point of casing, customer shall pay contractor the amount of \$121,000.00.

If customer elects to complete the well as a producer, contractor shall install casing, cement the annulus, develop the well, and install tubing, wire, and pump and motor, and connect the wellhead junction box to the panel provided by customer, and customer shall pay contractor the amount of \$105,000.00.

The total amount to be paid for a producing well is calculated to be \$335,000.00.

In addition to the execution of a binding contract covering operations contemplated hereunder, customer agrees to provide contractor with a bank letter of credit payable to contractor in the amount of \$105,000.00 upon execution of a binding agreement for contractor's performances of well drilling.

Please review the above, and if it meets with your approval, either call or acknowledge your acceptance by return email.

Thank you for considering our company for this project.

Keller Drilling Company, LLC

Travis Hazlewood
Drilling Superintendent

TWH/s



PROJECT ESTIMATE

DATE: 2/7/2026

City of Haltom City
ATTN: Christi Pruitt
cpruitt@haltomcitytx.com

Upon well completion, a water sample will be submitted to a certified laboratory for analysis. We cannot guarantee the quality nor quantity of water.

Drilling to Include:

Drill an 14" borehole to a depth of 1200' (+/-)
8 5/8" Steel Casing
Graveled and Pressure Cemented
60' of 12" Surface Casing
GF70S300-26 Pump End
65ME40463 460V- 3 Phase Motor End
#2/4 Jacketed Pump Cable
1050' of 3" Steel Black Drop Pipe w Fittings
(3) 3" Check Valves
6'x3' HD Well Seal

Customer must provide proper electric and controls to the well site.

ESTIMATE TOTAL: \$ 395,000.00

This estimate encompasses only materials and labor listed above.
Any other materials or labor will be at additional cost.

WE WILL BE CAREFUL! HOWEVER, WE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO DRIVE,
FENCING, WATER LINES, SPRINKLER HEADS, ETC. Clean up & haul off NOT included in bid.

CUSTOMER SIGNATURE: _____ DATE: _____

Regulated by:
Texas Department of Licensing and Regulation
P.O. Box 12157

REMIT TO:
17330 Preston Rd, ste 200D-#208
DALLAS, TX 75252
O: (972) 480.3940 C: (817) 852.9299
EMAIL: cathy@deserteagledrilling.com

We are state licensed.
We will abide by state rules and
regulations.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: City Secretary

Subject: CERTIFICATION OF UNOPPOSED STATUS - May 2, 2026, General Election

BACKGROUND

As per Section 2.052 CERTIFICATION OF UNOPPOSED STATUS (a) The authority responsible for having the official ballot prepare shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes case for that candidate in the election for that office my be counted.

FISCAL IMPACT

None.

RECOMMENDATION

Acceptance of the Certification.

Attachments

[1929_001.pdf](#)

CERTIFICATION OF UNOPPOSED CANDIDATES

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF HALTOM CITY

TO: THE MAYOR AND CITY COUNCIL

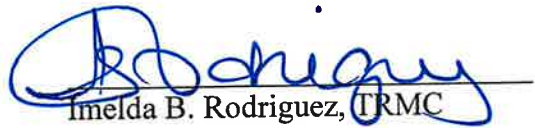
In accordance with Section 2.052 of the Texas Election Code, I Imelda B. Rodriguez, City Secretary for the City of Haltom City, Texas, and the authority responsible for having the hereby certify that the candidate(s) listed below are **unopposed** for the election office(s) for the election schedule on May 2, 2026.

UNOPPOSED CANDIDATE(S)

Office	Candidate Name
Councilmember Place 3	Olliephine Anderson
Councilmember Place 4	Jeffery Scott Lindgren
Councilmember Place 5	Troy Keith Dunn
Councilmember Place 6	Dana Paulett Coffman

WITNESS BY MY HAND AND SEAL of the City of Haltom City on this 17th day of February 2026.




Imelda B. Rodriguez, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: City Secretary

Subject: RESOLUTION NO. R-2026-005-01 Canceling General Election of May 2, 2026

BACKGROUND

The City Council of the City approved Resolution No. R2026-001-01, calling for a General Election to be held on Saturday, May 2, 2026, as provided by City Charter for City Council member Places 3, 4, 5, and 6.

Section 2.052 of the Texas Election Code provides that the governing body of a political subdivision by order or ordinance, may cancel the election and declare each unopposed candidate elected to the office upon receipt of a certification from the City Secretary that each candidate is unopposed, no candidate's name is to be placed on a list of write-in candidates, and no proposition is scheduled to appear on the ballot.

FISCAL IMPACT

None.

RECOMMENDATION

Approve Resolution.

Attachments

[Cancel Election.AKK.pdf](#)

RESOLUTION NO. R-2026-005-01

**A RESOLUTION ISSUING AN ORDER TO CANCEL THE
GENERAL ELECTION OF CITY COUNCILMEMBERS
PLACES 3, 4, 5, AND 6 SCHEDULED TO BE HELD
SATURDAY, MAY 2, 2026, AND DECLARING EACH
UNOPPOSED CANDIDATE ELECTED TO OFFICE**

WHEREAS, the City of Haltom City, Texas (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City approved Resolution No. R2026-001-01, calling for a General Election to be held on Saturday, May 2, 2026, as provided by City Charter for City Councilmember Places 3, 4, 5, and 6; and

WHEREAS, Section 2.052 of the Texas Election Code provides that the governing body of a political subdivision by order or ordinance, may cancel the election and declare each unopposed candidate elected to the office upon receipt of a certification from the City Secretary that each candidate is unopposed, no candidate's name is to be placed on a list of write-in candidates, and no proposition is scheduled to appear on the ballot; and

WHEREAS, Olliephine Anderson, Jeffery Scott Lindgren, Troy Keith Dunn, and Dana Paulett Coffman are the only candidates who filed an application for a place on the ballot by the deadlines prescribed by the Texas Election Code, for Councilmember Place 3, Councilmember Place 4, Councilmember Place 5, and Councilmember Place 6, respectively, for said election; and

WHEREAS, the above-mentioned certification has been submitted to the City Council by the City Secretary; and

WHEREAS, the City Council determines it is necessary to cancel the May 2, 2026, General Election as permitted by Section 2.052 of the Texas Election Code.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Haltom City, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. Pursuant to the above-mentioned recitals, the General Election scheduled to be held on Saturday, May 2, 2026, is hereby cancelled.

SECTION 3. The City Secretary is hereby authorized and instructed to take the necessary actions to cancel all activities and appointments made through Resolution No. R2026-001-01, and to post a copy of this Resolution at the Haltom City Senior Center and Haltom City Library on the day the election was scheduled to be held as required by Section 2.053 of the Texas Election Code.

SECTION 4. Olliephine Anderson, “Ollie Anderson,” is hereby declared duly elected Councilmember Place 3, respectively, subject to the oath, and the filing of a bond, as provided by the laws of the State of Texas.

SECTION 5. Jeffery Scott Lindgren, “Scott Lindgren,” is hereby declared duly elected Councilmember Place 4, respectively, subject to the oath, and the filing of a bond, as provided by the laws of the State of Texas.

SECTION 6. Troy Keith Dunn, “Troy Dunn,” is hereby declared duly elected Councilmember Place 5, respectively, subject to the oath, and the filing of a bond, as provided by the laws of the State of Texas.

SECTION 7. Dana Paulett Coffman, “Dana Coffman,” is hereby declared duly elected Councilmember Place 6, respectively, subject to the oath, and the filing of a bond, as provided by the laws of the State of Texas.

SECTION 8. In accordance with Section 2.053(e) of the Texas Election Code, a certificate of election and the oath of office shall be provided to the newly elected members after the day the election was scheduled to be held, in the same manner provided to a candidate elected at an election.

READ, PASSED, AND APPROVED, this 23rd Day of February 2026

Dr. An M. Truong
Mayor

ATTEST:

Imelda B. Rodriguez, TRMC
City Secretary

APPROVED AS TO FORM

Wayne Olson, City Attorney

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Public Works

Subject: AMENDMENT TO FACILITIES AGREEMENT -
Diamond Meadows Subdivision

BACKGROUND

On October 27, 2025, the Council approved a Facilities Agreement with the developer of the Diamond Meadows subdivision which is a 40 lot residential subdivision at the northeast corner of the intersection of Denton Hwy and Cedarcrest Drive.

The Diamond Meadows Facilities Agreement is a fairly standard development agreement for residential developments. The only significant deviation from the City's standard agreement is in regard to public infrastructure construction within a portion of Cedarcrest Drive. Because of the age of the existing water and sanitary sewer mains within Cedarcrest Drive, the developer will be replacing these mains. After their replacement, the developer will also remix the subgrade in accordance with the City's standards and then the City's Street Division will place the asphalt binder and pavement surface layers.

The developer has contracted with Jackson Construction to complete both the required public infrastructure construction within the Diamond Meadows subdivision as well as the water, sanitary sewer and subgrade work within a portion of Cedarcrest Drive.

Because of the condition of Cedarcrest Drive, the Public Works Department would like to mill and overlay Cedarcrest Drive from Jackson Construction's east "stopping point" to Emerald Oaks Drive. A few years ago, the City of North Richland Hills' water main under Cedarcrest Drive had a major break and along with repairing their water main, NRH also replaced a significant amount of Cedarcrest Drive around the Emerald Oaks Drive intersection.

Beyond the sections of Cedarcrest Drive that 1) NRH replaced, 2) the PW Department intends to mill and overlay and 3) Jackson Construction & the PW Department will replace, the first approximately 330' of Cedarcrest Drive east of Denton Hwy will remain untouched. Staff desires for this remaining section of Cedarcrest Drive to be replaced; however, this section also needs adjustments to curb inlets, replacement of about 140 lineal feet of curb & gutter, traffic control, etc. Because staff desires for this section to be replaced and to comply with the City's Purchasing Policy, for this situation, staff has authorized Jackson Construction to do some of the work (just less than \$50,000) in this 330' section and in the absence of an appropriate amendment to the developer's Facilities Agreement, the PW Department could complete the remainder of the work within this section of Cedarcrest Drive.

While the PW Department is prepared to "share" in the work necessary within this 330' section, the amount of time to do the repair and replace this section would be significantly reduced if Jackson Construction, while "still on site" was tasked with all of the work necessary in this section.

It is staff's desire for Jackson Construction to be responsible for the necessary work within this 330' section of Cedarcrest Drive. Staff has negotiated a cost of \$89,459 for this work (this amount includes the amount previously indicated) and the City Attorney's office is presently drafting the appropriate amendment to the existing Facilities Agreement. Because the total cost of this desired work exceeds \$50,000, Council approval is necessary if Jackson Construction is to complete the work desired within this section of Cedarcrest Drive. [Note: the PW Department will still do the asphalt work within this section – as well as the other sections of Cedarcrest Drive.]

FISCAL IMPACT

Funding is available in the Street Division's budget line item for street maintenance.

RECOMMENDATION

Staff recommends that the City Council approve amending the Facilities Agreement for the Diamond Meadows Subdivision (Block 1: Lots 1 - 40 and Lots 41X - 44X) to provide for the developer's contractor (Jackson Construction) to complete approximately \$90,000 of construction activities within Cedarcrest Drive.

In addition, upon approval of the City Attorney, Staff also recommends the City Manager be authorized to execute such Amendment.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 23rd day of February 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

Dr. An M. Truong
Mayor

ATTEST:

Imelda B. Rodriguez, TRMC
City Secretary

APPROVED AS TO FORM

Wayne Olson, City Attorney



MEMORANDUM / RESOLUTION

February 23, 2026

To: City Council

From: Robert Briggs, Director of Economic Development

Subject: 4th Amendment to Chp. 380 Agreement – FMJM Group, LLC.

PURPOSE

The purpose of this item is to consider approval of the Fourth Amendment to the Chapter 380 Economic Development Agreement between the City of Haltom City and FMJM Group LLC (“Developer”). The proposed amendment authorizes the conveyance of an approximately 0.556-acre parcel of City-owned property to the Developer to support project-related improvements, specifically additional parking for the My Stomping Grounds development project.

BACKGROUND

The City previously entered into a Chapter 380 Economic Development Agreement with FMJM Group LLC to facilitate development and redevelopment activities consistent with the City’s economic development goals. Subsequent amendments have been approved to refine the terms and implementation of the project.

The proposed Fourth Amendment provides for the conveyance of an additional parcel of land to enable necessary project infrastructure improvements, specifically the construction of additional parking facilities that support the broader development objectives.

Under the amendment:

- The City shall convey approximately 0.556 acres of City-owned land to the Developer at no cost, through a Special Warranty Deed.
- The Developer shall perform specific obligations tied to the conveyance to ensure the property is developed in alignment with City standards and project goals.

KEY TERMS

The amendment includes the following primary conditions:

Property Conveyance

- The City will convey the additional property to the Developer at no cost via Special Warranty Deed.

Developer Obligations

- No later than March 27, 2026, the Developer shall, at its sole cost, complete a survey of the additional property.
- Prior to the additional closing, the Developer shall replat the additional property at its sole cost in conformance with City standards.
- The Developer shall develop the additional property into a parking lot within 90 days of the additional closing.

Closing Requirements

- The additional closing shall occur on or before June 23, 2026.
- Closing shall occur at a title company selected by the City.
- The Developer shall pay all closing costs associated with the conveyance.

Performance Protection

- If the Developer fails to successfully complete all required terms of the agreement, the Developer shall immediately pay the City \$7.00 per square foot for the additional property.

BUDGET IMPACT

The additional property being conveyed consists of approximately 0.556 acres (approximately 24,219 square feet). Based on the contractual valuation of \$7.00 per square foot, the total estimated value of the property is approximately \$169,533.

Under the terms of the Fourth Amendment:

- If the Developer successfully completes all required obligations, including survey, replatting, and construction of the parking improvements within the required timelines, the property will be conveyed to the Developer at no cost as an economic development incentive.
- If the Developer fails to satisfy the performance requirements, the Developer shall immediately pay the City \$7.00 per square foot for the additional property, ensuring financial protection for the City.

Although the City will not receive direct compensation for the property conveyance if all terms are satisfied, the amendment is structured to support infrastructure improvements that are expected to enhance the operational success of the My Stomping Grounds development. The addition of parking capacity is anticipated to improve site functionality, customer access, and overall business performance.

Improved operational viability of the development is expected to contribute to increased commercial activity and support growth in the City's sales tax base, thereby providing long-term economic benefit that seeks to offset the value of the conveyed property.

COMPLIANCE & LEGAL REVIEW

The proposed amendment has been reviewed by City staff and legal counsel. The agreement includes performance protections to mitigate risk, including:

- Defined development deadlines
- Developer-funded survey and platting requirements
- Developer responsibility for closing costs
- Financial repayment obligation in the event of non-performance

These provisions ensure accountability and protect the City's financial and operational interests.

RECOMMENDATION

Staff recommends approval of the Fourth Amendment to the Chapter 380 Economic Development Agreement with FMJM Group LLC, as the amendment advances the successful completion of project infrastructure improvements and supports the City's economic development objectives.

SUPPORTING DOCUMENTATION:

- Original Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development
- 1st Amendment to Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development
- 2nd Amendment to Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development
- 3rd Amendment to Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development
- 4th Amendment to Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development
- Final Plat for 5150 Northern Cross, dated April 17, 2025
- Final Plat for 5150 Northern Cross, filed July 22, 2025
- City Council Presentation regarding 4th Amendment to Chapter 380 Agreement with FMJM Group, LLC for My Stomping Grounds Development

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS, AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH FMJM GROUP LLC; AUTHORIZING THE CONVEYANCE OF APPROXIMATELY 0.556 ACRES OF CITY-OWNED PROPERTY VIA SPECIAL WARRANTY DEED; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City is authorized under Chapter 380 of the Texas Local Government Code to establish and provide programs to promote economic development; and

WHEREAS, the City previously entered into a Chapter 380 Economic Development Agreement with FMJM Group LLC to support development within the City; and

WHEREAS, the City Council finds that approval of a Fourth Amendment providing for the conveyance of additional property and related development obligations will promote economic development and serve a public purpose;

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

SECTION 1

The City Council hereby approves the Fourth Amendment to the Chapter 380 Economic Development Agreement with FMJM Group LLC, substantially in the form attached as Exhibit "A".

SECTION 2

The City Manager is authorized to execute all documents necessary to implement the amendment, including a Special Warranty Deed conveying approximately 0.556 acres of property.

SECTION 3

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 23rd day of February 2026.

Mayor, Dr. An Truong

City Secretary, Imelda Rodriguez

**FOURTH AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This Fourth Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (the “**Amendment**”) is made and entered into as of February 23, 2026, (the “**Effective Date**”) by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the “**City**”) and FMJM Group, LLC, a Texas limited liability company (the “**Developer**”), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the “parties.”

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, as amended on or about December 26, 2024, by the First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant; on or about December 31, 2024, by the Second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant; and on October 27, 2025 by the Third Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (collectively, the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, the City has conveyed to the Developer an approximately 3.446 acre tract of land (the “**Property**”) for construction of the Project described in the Agreement; and

WHEREAS, in order to complete the Project, the Developer now desires the City to convey an approximately 0.556-acre parcel of land (the “**Additional Property**”) to the Developer, as depicted on **Exhibit E**, subject to certain conditions and with certain performance requirements further described herein.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments to the Agreement.

A. *Section 2.09 is added to read as follows:*

“2.09 The City shall convey to the Developer an approximately 0.556-acre parcel of land, depicted and described on **Exhibit E** attached hereto (the “**Additional Property**”) at no cost to the Developer by a special warranty deed in the form attached hereto as **Exhibit F**.”

B. *Section 3.11 is added to read as follows:*

“3.11 No later than March 27, 2026, the Developer, at its sole cost, shall have a survey performed on the Additional Property. Prior to the Additional Closing discussed in Article 4A, the Developer, at its sole cost, shall replat the Additional Property in conformance with City ordinances.”

C. *Section 3.12 is added to read as follows:*

“3.12 The Developer shall develop the Additional Property as an additional parking lot for the Property within 90 days of the Additional Closing.”

D. *Article 4A is added to read as follows:*

“ARTICLE 4A.
Conveyance of Additional Property

4A.01 Closing. The closing of the conveyance of the Additional Property (the “**Additional Closing**”) will occur on or before June 23, 2026 at a Title Company chosen by the City.

4A.02 Transfer of Additional Property. At the Additional Closing, the City shall convey the Additional Property, at no cost, to the Developer, by a special warranty deed in the form attached hereto as **Exhibit F**. The Developer shall pay all closing costs.”

E. *Section 6.02, subsection B is revised to read as follows:*

“B. If the Developer fails to convey the Property to the City within thirty (30) days of notice of termination as provided above, the Developer shall immediately pay the City the full amount of the Promissory Note. If the Developer fails to convey the Additional Property to the City within thirty (30) days of notice of termination as provided above, the Developer shall immediately pay the City \$7.00/sq. ft. for the Additional Property.”

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: _____
An Truong, Mayor

FMJM GROUP, LLC

By: _____
Felix O. Salinas, Managing Member

**EXHIBIT E:
DEPICTION OF ADDITIONAL PROPERTY**

~.556AC of green space to be developed for additional parking located west of Old Denton Rd., south of Northern Cross Blvd., and north/northeast of Haltom Rd. and adjacent to following established addresses:

- My Stomping Grounds - 5130 Northern Cross Blvd. Haltom City, Texas
- Beacon Baptist Church – 4950 Haltom Rd. Haltom City, Texas

Further depicted in the below image, within the area outlined and highlighted.



**EXHIBIT F
SPECIAL WARRANTY DEED**

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

Date: February _____, 2026

Grantor: City of Haltom City, Texas

Grantor's Mailing Address: 4801 Haltom Road
Haltom City, Texas 76117

Grantee: FMJM Group, LLC
Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117

Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "1"

Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "2," and all easements, setback lines and other matters shown on the recorded plat of the Property.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of Haltom City

By: _____
An Truong, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

Notary Public in and for the State of Texas

My Commission Expires:_____

AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Imelda Rodriguez
4801 Haltom Rd.
Haltom City, Texas 76117

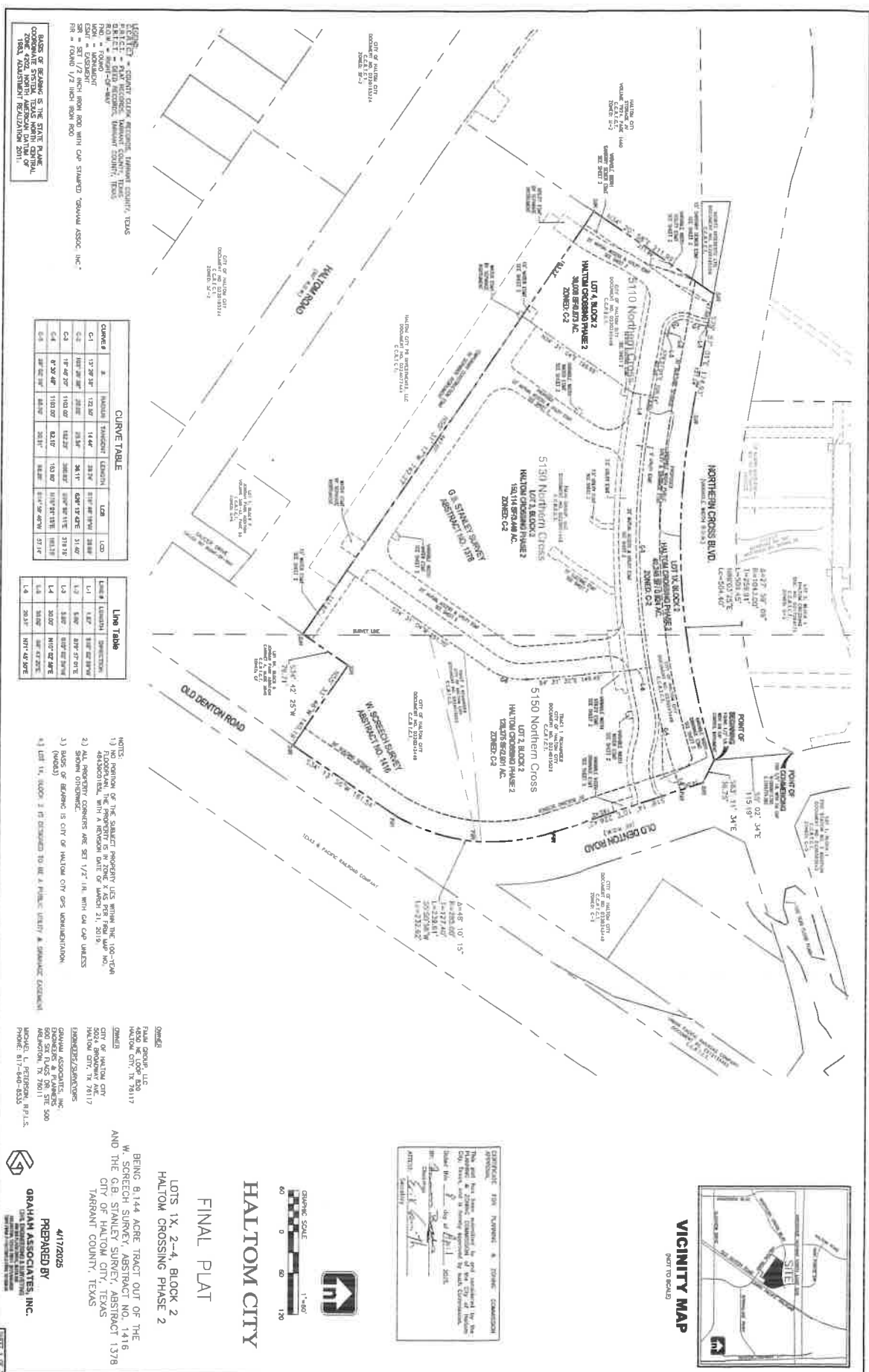
EXHIBIT “1”
PROPERTY DESCRIPTION

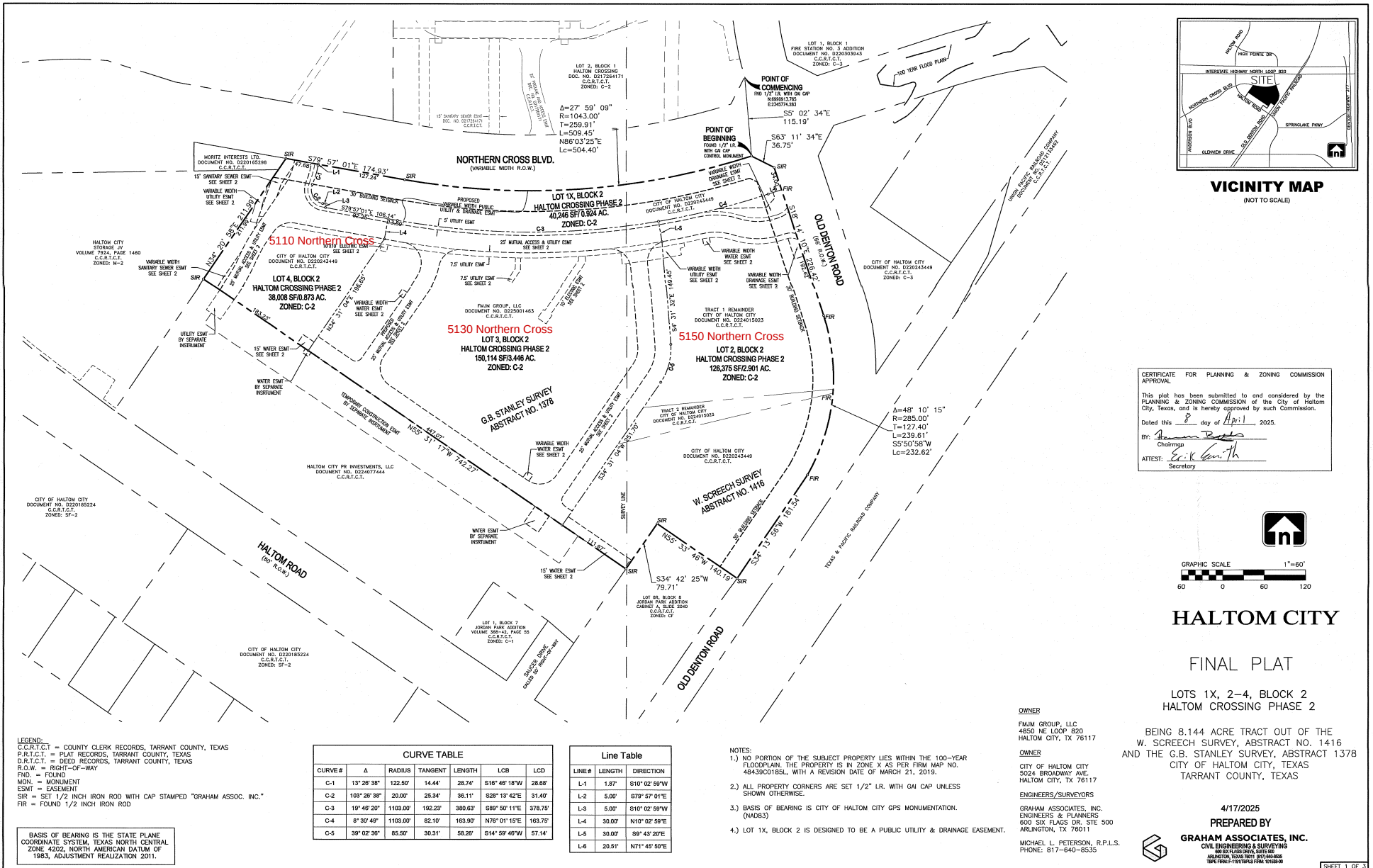
EXHIBIT "2"

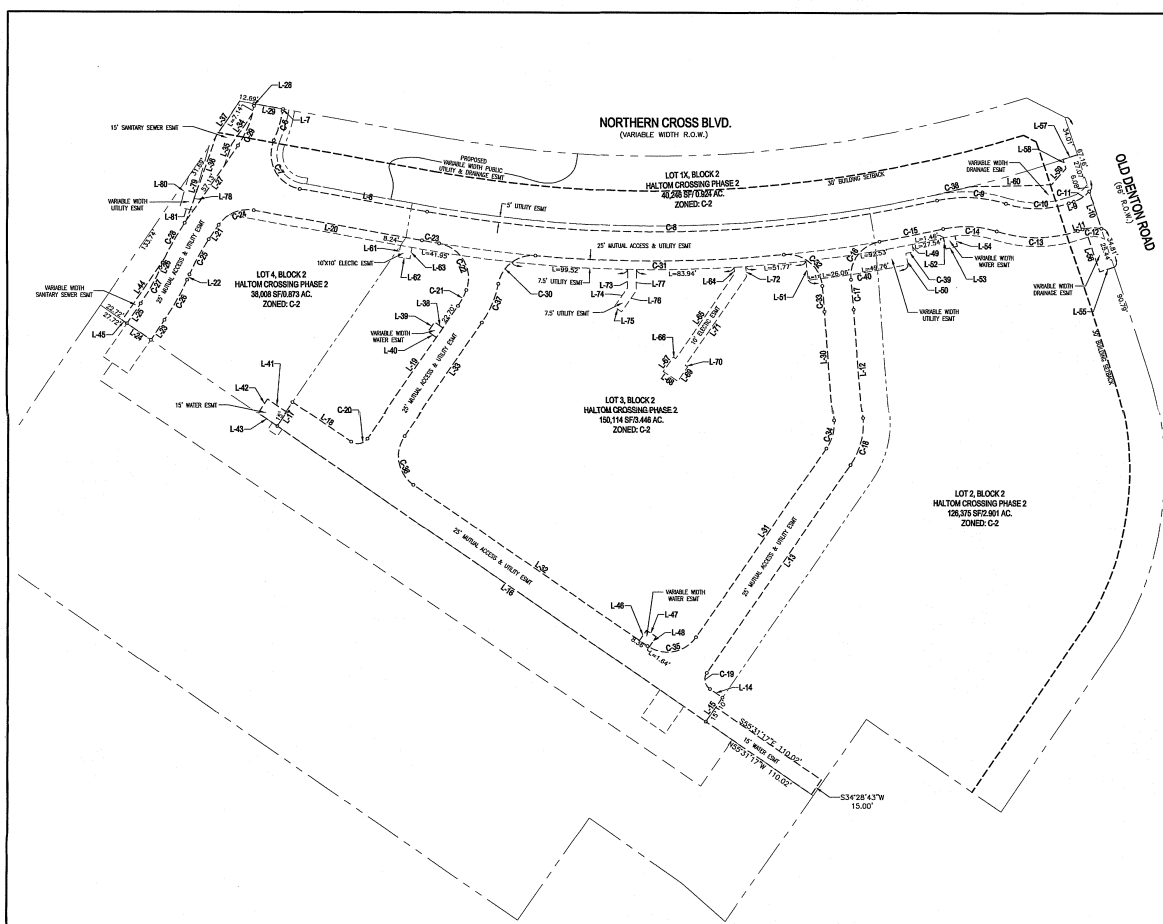
Permitted Exceptions

- Easement granted to City of Haltom City, described in instrument filed July 23, 1985, recorded in Volume 8252, Page 1332, Real Property Records, Tarrant County, Texas.
- Tax Resale Deed granted to Norcliff IV, LLC, described in instrument filed May 26, 2006, recorded as Instrument No. D206158484, Real Property Records, Tarrant County, Texas.
- Declaration of Use Restrictions by Haltom City Economic Development Corporation, dated November 15, 2018, recorded as Instrument No. D218268706, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

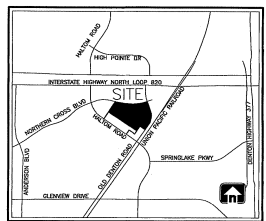






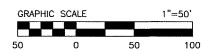
CURVE TABLE						
CURVE #	Δ	RADIUS	TANGENT	LENGTH	LCB	LCD
C-6	13° 28' 38"	112.50'	13.28'	26.40'	N10° 40' 56"E	26.34'
C-7	103° 28' 38"	30.00'	38.02'	54.16'	N28° 13' 42"W	47.10'
C-8	22° 47' 26"	1108.00'	223.32'	440.73'	S88° 39' 16"W	437.83'
C-9	30° 27' 44"	112.50'	30.63'	59.81'	N87° 30' 35"W	59.11'
C-10	35° 57' 27"	87.50'	28.39'	54.91'	S89° 44' 34"W	54.02'
C-11	31° 12' 35"	30.00'	8.38'	16.34'	S56° 09' 33"W	16.14'
C-12	31° 09' 50"	30.00'	8.35'	16.29'	N87° 19' 15"E	16.09'
C-13	35° 57' 27"	112.50'	36.51'	70.60'	N89° 44' 34"E	69.45'
C-14	30° 27' 44"	87.50'	23.82'	46.52'	S87° 30' 35"E	45.87'
C-15	2° 49' 23"	1133.00'	27.82'	55.83'	N78° 40' 15"E	55.82'
C-16	85° 56' 35"	30.00'	27.95'	45.00'	N37° 06' 39"E	40.90'
C-17	1° 27' 28"	1012.50'	12.88'	25.76'	N5° 15' 16"W	25.76'
C-18	39° 02' 36"	62.50'	22.16'	42.59'	N14° 56' 40"E	41.77'
C-19	90° 02' 21"	10.00'	10.01'	15.71'	N10° 30' 07"W	14.15'
C-20	89° 57' 37"	10.00'	9.99'	15.70'	S79° 29' 54"W	14.14'
C-21	14° 12' 28"	62.51'	7.79'	15.50'	S27° 24' 47"W	15.46'
C-22	101° 00' 59"	30.00'	36.40'	52.89'	S30° 11' 55"E	46.30'
C-23	0° 45' 24"	1133.00'	7.48'	14.96'	S80° 19' 43"E	14.96'
C-24	65° 42' 01"	30.00'	19.37'	34.40'	N67° 11' 59"E	32.59'
C-25	10° 33' 13"	187.50'	17.32'	34.54'	N29° 04' 21"E	34.49'
C-26	10° 41' 47"	212.50'	18.89'	39.67'	N29° 08' 59"E	39.61'
C-27	10° 41' 47"	187.50'	17.50'	35.00'	S29° 08' 59"W	34.95'
C-28	10° 33' 13"	212.50'	19.63'	39.14'	S29° 04' 21"W	39.09'
C-29	24° 17' 59"	87.50'	18.84'	37.11'	S22° 11' 59"W	36.83'
C-30	84° 17' 21"	30.00'	27.15'	44.13'	N52° 55' 47"E	40.26'
C-31	10° 48' 04"	1133.00'	107.11'	213.59'	N89° 40' 25"E	213.27'
C-32	90° 48' 42"	29.77'	30.19'	47.18'	S50° 46' 17"E	42.39'
C-33	1° 17' 26"	987.50'	11.12'	22.24'	S5° 10' 15"E	22.24'
C-34	38° 02' 36"	37.50'	13.30'	25.55'	S14° 59' 46"W	25.06'
C-35	89° 57' 39"	30.00'	29.98'	47.10'	S79° 29' 53"W	42.41'
C-36	90° 02' 19"	30.00'	30.02'	47.14'	N10° 30' 07"W	42.44'
C-37	23° 43' 58"	87.50'	16.39'	36.24'	N22° 39' 06"E	35.99'
C-38	1° 33' 37"	1103.00'	15.02'	30.04'	S78° 28' 45"W	30.03'
C-39	0° 20' 22"	1147.00'	3.40'	6.79'	N78° 53' 10"E	6.79'
C-40	4° 17' 58"	1157.00'	43.43'	86.82'	N81° 12' 35"E	86.80'

Line Table			Line Table		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L-7	1.87'	N10° 40' 56"E	L-45	4.99'	N55° 31' 17"W
L-8	111.14'	N79° 57' 01"W	L-46	10.66'	N54° 28' 43"E
L-9	4.41'	S71° 45' 50"W	L-47	10.00'	S55° 31' 17"E
L-10	33.86'	N18° 14' 10"W	L-48	10.62'	S34° 28' 43"W
L-11	4.45'	N71° 45' 50"E	L-49	6.50'	N11° 17' 01"W
L-12	93.49'	N4° 31' 32"W	L-50	10.00'	N10° 28' 41"W
L-13	216.71'	N34° 31' 04"E	L-51	16.50'	S7° 00' 43"E
L-14	12.99'	N55° 31' 17"W	L-52	9.54'	S12° 44' 27"E
L-15	25.00'	N34° 31' 04"E	L-53	10.00'	N77° 19' 33"E
L-16	447.07'	S55° 31' 17"E	L-54	9.08'	N12° 44' 27"W
L-17	25.00'	S34° 28' 43"W	L-55	13.08'	S71° 46' 07"W
L-18	80.02'	N55° 31' 17"W	L-56	31.50'	N18° 13' 53"W
L-19	138.53'	S34° 31' 05"W	L-57	13.08'	N71° 46' 50"E
L-20	146.72'	S79° 57' 01"E	L-58	8.33'	N18° 14' 10"W
L-21	15.04'	N34° 30' 58"E	L-59	18.55'	N41° 45' 50"E
L-22	4.95'	N23° 47' 45"E	L-60	70.04'	N88° 32' 03"E
L-23	20.86'	N34° 27' 25"E	L-61	10.00'	N10° 02' 59"E
L-24	25.00'	S55° 31' 17"E	L-62	10.00'	N79° 57' 01"W
L-25	20.86'	S34° 27' 25"W	L-63	10.00'	S10° 02' 59"W
L-26	4.95'	S23° 47' 45"W	L-64	5.39'	S3° 47' 00"E
L-27	80.31'	S34° 28' 58"W	L-65	88.63'	S34° 31' 04"W
L-28	1.87'	S10° 02' 59"W	L-66	2.50'	N55° 28' 56"W
L-29	25.00'	N79° 57' 01"W	L-67	15.00'	S34° 31' 04"W
L-30	93.49'	S4° 31' 32"E	L-68	15.00'	S55° 28' 56"E
L-31	196.76'	S34° 31' 04"W	L-69	15.00'	N34° 31' 04"E
L-32	244.07'	N55° 31' 17"W	L-70	2.50'	N55° 28' 56"W
L-33	118.49'	N34° 31' 04"E	L-71	92.10'	N34° 31' 04"E
L-34	31.41'	S34° 28' 58"W	L-72	8.86'	N3° 47' 00"W
L-35	19.39'	S19° 07' 43"W	L-73	15.83'	S0° 52' 24"W
L-36	76.50'	S19° 07' 43"W	L-74	14.84'	S34° 31' 04"W
L-37	36.51'	S34° 28' 58"W	L-75	7.50'	S55° 28' 56"E
L-38	8.57'	S55° 28' 56"E	L-76	22.10'	N34° 31' 04"E
L-39	10.00'	N34° 31' 04"E	L-77	18.10'	N0° 52' 24"E
L-40	8.57'	N55° 28' 56"W	L-78	5.64'	S79° 57' 01"E
L-41	19.00'	S55° 31' 17"E	L-79	46.99'	S15° 28' 43"W
L-42	15.00'	N34° 28' 43"E	L-80	27.90'	S15° 28' 43"W
L-43	19.00'	N55° 31' 17"W	L-81	12.12'	S79° 57' 01"E
L-44	64.88'	N34° 28' 32"E			



VICINITY MAP
(NOT TO SCALE)

- NOTES:
- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN. THE PROPERTY IS IN ZONE X AS PER FIRM MAP NO. 48439C0185L, WITH A REVISION DATE OF MARCH 21, 2019.
 - 2) ALL PROPERTY CORNERS ARE SET 1/2" I.R. WITH GAI CAP UNLESS SHOWN OTHERWISE.
 - 3) BASIS OF BEARING IS CITY OF HALTOM CITY GPS MONUMENTATION. (NAD83)
 - 4) LOT 1X, BLOCK 2 IS DESIGNED TO BE A PUBLIC UTILITY & DRAINAGE EASEMENT.



OWNER
FMJM GROUP, LLC
4850 NE LOOP R20
HALTOM CITY, TX 76117

OWNER
CITY OF HALTOM CITY
5024 BROADWAY AVE.
HALTOM CITY, TX 76117

ENGINEERS/SURVEYORS
GRAHAM ASSOCIATES, INC.
ENGINEERS & PLANNERS
600 SIX FLAGS DR. STE 500
ARLINGTON, TX 76011

MICHAEL L. PETERSON, R.P.L.S.
DATE: 08-20-2019
PHONE: 817-640-8535

HALTOM CITY

FINAL PLAT

LOTS 1X, 2-4, BLOCK 2
HALTOM CROSSING PHASE 2

BEING 8.144 ACRE TRACT OUT OF THE
W. SCREECH SURVEY, ABSTRACT NO. 1416
AND THE G.B. STANLEY SURVEY, ABSTRACT 1378
CITY OF HALTOM CITY, TEXAS
TARRANT COUNTY, TEXAS

4/17/2025
PREPARED BY
GRAHAM ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
1000 SOUTH GUYTON STREET
ARLINGTON, TEXAS 76011
PHONE: 817-640-8535

SHEET 2 OF 3

**CHAPTER 380 DEVELOPMENT PROGRAM AND
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND RESTAURANT**

This Economic Development Agreement (this "**Agreement**") is made and entered into as of November 25th, 2024 (the "**Effective Date**") by and between the City of Haltom City, a home rule municipal corporation located in Tarrant County, Texas (the "**City**"), and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below.

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to encourage the development of tourist and entertainment uses along the I-820 corridor in order to expand the ad valorem and sales tax base, create jobs and provide needed services and amenities for the citizens of Haltom City and the surrounding area; and

WHEREAS, the Developer has proposed to build or cause to be built an indoor/outdoor sports venue with food and drinks and family entertainment, to be known as the Stomping Grounds (the "**Project**") on an approximately 3.13 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**"); and

WHEREAS, the City desires to incentivize the Developer to build or cause to be built the Improvements (hereinafter defined) by conveying the Property to the Developer under certain conditions and with certain performance requirements further described herein; and

WHEREAS, the City Council of the City hereby establishes a Chapter 380 economic development program (the "**Program**") to encourage economic development within the City and finds and determines that this Agreement will effectuate the purposes of the Program, and that the Developer's performance of its obligations herein will provide local economic development and stimulate business and commercial activity in the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (each a "**Party**," collectively the "**Parties**") represent and agree as follows:

ARTICLE 1.

Definitions

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

The terms "Agreement," "City," "Closing," "Developer," "Developer Obligations," "Effective Date," "Expiration Date," "Opening Date," "Parties," "Party," "Project," "Program," "Promissory Note," "Property," "Sign Easement," and "Term" shall have the meanings assigned herein.

"Certificate of Occupancy" means the document issued by the City certifying the Improvements are in compliance with applicable building codes, zoning regulations, and other laws and indicating them to be in a condition suitable for occupancy by customers.

"Commencement of Construction" means that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for commencement of construction have been issued by all applicable governmental authorities; and (iii) mobilization and excavation of the site has occurred and the foundation for the restaurant has been poured.

"Encumbrances" means any debt or lien placed on the Property by the Developer or assignee of the Developer.

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

"Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages. Any work stoppage caused by a pandemic will not be considered a Force Majeure event unless it prevents construction workers from being physically present on the Property, or prevents the manufacture or delivery of essential materials, due to a government order.

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

"Improvements" means an indoor/outdoor sports venue, with a restaurant,

playground, amphitheater/stage with outdoor seating for entertainment, food truck parking and seating for customers, and related infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property.

ARTICLE 2.

General Provisions

2.01 All of the above recitals are found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

2.02 The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until all obligations by the Parties have been fulfilled ("**Expiration Date**"), unless sooner terminated as provided herein.

2.03 The City owns the Property, which is located within the city limits of the City, and the Developer intends to construct or cause to be constructed the Improvements on the Property.

2.04 The Property will be conveyed to the Developer in a developable condition that would not be affected by local, state, or federal restrictions concerning development in a flood plain that would prevent the City from issuing a building permit upon completion of infrastructure and a final certificate of occupancy subject to the rules and regulations of the City.

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$545,371.20. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$409,028.40 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

2.06 The Developer will be allowed to construct a sixty (60) foot tall pole sign for the Stomping Grounds in a mutually agreeable configuration and at a mutually agreeable location within a non-exclusive sign easement to be dedicated by the City (the "**Sign Easement**"). A single sign not to exceed 685 sq. ft. of signage will be allowed. It is understood that the sign will be considered an "Off Premise Sign" according to the Code of Ordinances, City of Haltom City, Texas, and that the sign will require approval by the Sign Board of Appeals which the City agrees to assist in the request to the Sign Board of Appeals. The Developer shall be responsible to maintain the sign structure in a safe, neat and aesthetically pleasing condition at all times. The Developer shall be responsible for removal of the pole sign upon request of the City if: i) the operation of the Stomping Grounds ceases; or ii) this Agreement is terminated by the City pursuant to Section 6.01. The Developer agrees to allow other developers with signage approved by the City to utilize the sign structure on reasonable terms and conditions.

2.07 The City will provide a joint access easement it owns or controls to guarantee access entry off of Northern Cross Boulevard to provide direct access to the Property.

ARTICLE 3.
Developer Obligations

3.01 As good and valuable consideration for this Agreement, the Developer agrees to perform in a reasonable and timely manner the terms and conditions set forth in this Article 3 (the "**Developer Obligations**").

3.02 The Developer agrees to design and construct the Improvements on the Property in accordance with construction plans approved by the City. The City, its inspectors, agents, and employees, shall have the right of reasonable access to the Property during construction to inspect the Improvements at reasonable times and with reasonable notice to the Developer, and in accordance with visitor access and security policies of the Developer, in order to insure the construction of the Improvements are in accordance with this Agreement, the approved construction plans and all applicable state and local laws and regulations (or valid waiver thereof).

3.03 No later than March 31, 2025, the Developer, at its sole cost, shall file an application for zoning change to a Planned Development or other appropriate zoning district for the Project in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application.

3.04 No later than March 31, 2025, the Developer, at its sole cost, shall file a final plat application for the Property platting the Property in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application. The Developer shall diligently pursue approval of the final plat by the City.

3.05 The Developer agrees to present a site plan and elevation plan to the City to be approved prior to a building permit being issued by the City.

3.06 The Developer agrees, subject to events of Force Majeure, to (i) cause Commencement of Construction of the Project to occur no later than May 31, 2025; and (ii) complete the Improvements and obtain a Certificate of Occupancy and cause the Project to open no later than May 31, 2026.

3.07 The Developer agrees to construct the Project in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

3.08 The Developer shall make timely payment of all Impositions during the Term of this Agreement.

3.09 The Developer shall maintain the Certificate of Occupancy and keep the Project open and operating for a period of at least five (5) years following the date the Project first opens ("**Opening Date**"). Notwithstanding the above, if the Certificate of Occupancy is terminated due to fire or similar casualty loss to the Project, then the Force Majeure provision shall allow the Developer a reasonable time to reobtain the Certificate of Occupancy.

3.10 The Developer shall be entitled to encumber the Property for purposes of obtaining loans for construction of the Improvements and related requirements to obtain a Certificate of Occupancy for the Project.

ARTICLE 4.

Conveyance of Property

4.01 Closing. The closing of the conveyance of the Property (the "Closing") will occur within one hundred twenty (120) days of the Effective Date.

4.02 Transfer of Property. At the Closing, the City shall deliver to the Developer a special warranty deed conveying the Property to the Developer. In addition, the City shall deliver the Sign Easement at Closing, to be recorded at the same time as the special warranty deed.

4.03 Promissory Note. The Developer will deliver the executed Promissory Note in the form set forth in Exhibit B at the time of Closing.

ARTICLE 5.

Obligations of City

5.01 Payment for Land. As long as the Developer is in full compliance with the Developer Obligations and other terms and conditions of this Agreement, the City agrees to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note. If the Developer defaults under this Agreement, the City's obligation to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note shall cease and the Developer will be responsible to pay the Promissory Note in full as provided herein.

ARTICLE 6.

Termination

6.01 This Agreement may be terminated upon any one or more of the following:

- A. Upon written notice by the City if the Developer fails to: (i) perform any of the Developer Obligations by the deadlines set forth in Article 3 of this Agreement; or (ii) operate the Project for a period of five (5) years following the Opening Date.
- B. Upon written notice by any Party, if any other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.
- C. Upon the occurrence of an Event of Bankruptcy or Insolvency involving the Developer if before the Promissory Note is paid in full.

6.02 In the event this Agreement is terminated by the City under Section 6.01, the City is entitled to the following remedies:

- A The City will no longer be obligated to cancel the Promissory Note, and the Promissory Note will become due and payable in full by the Developer as provided herein unless the Developer conveys the Property free and clear of all liens and Encumbrances to the City by special warranty deed within thirty (30) days of notice of termination.
- B If the Developer fails to convey the Property to the City within thirty (30) days of notice of termination as provided above, the Developer shall immediately pay the City the full amount of the Promissory Note.
- C The City may pursue any other remedies provided by law.

ARTICLE 7. **Miscellaneous**

7.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by the Developer without the express written consent of the City unless to an entity controlled by Felix Salinas or Meagan Bartek (control defined as fifty-one percent (51%) ownership or more of the entity becoming the assignee).

7.02 **Limitation on Liability.** It is understood and agreed between the Parties that the Developer, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Developer agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Developer's performance of the conditions under this Agreement, excluding actions of third parties with whom the Developer has not contracted with or whom are not injured on the Property or within the Improvements.

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

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

7.05 **Notice.**

- A To be effective, any notice to the City under this Agreement relating to claims of default must strictly comply with the provisions of the Texas Government Code, the Texas Local Government Code, and

the City's ordinances regarding suits and/or claims against a municipality or other public entity. However, notices sent to the City in the ordinary course of this Agreement shall be sent to the City pursuant to Section 7.05 B.

- B. Any notice required or permitted to be delivered hereunder (other than those described in Section 7.05 A.) shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to: Attn: City Manager
City of Haltom City
5024 Broadway Avenue
Haltom City, Texas 76117

With a copy to: Haltom City Attorney
Alicia Kreh
TOASE, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for the Developer, to: FMJM Group, LLC
ATTN: Felix O. Salinas
4850 NE Loop 820
Haltom City, Texas 76117

Any notice sent to the City pursuant to this section shall be confirmed by email to rphelps@haltomcitytx.com and akreh@toase.com. Any notice sent to the Developer pursuant to this section shall be confirmed by email to mbartek@stompinggrounds.com

7.06 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

7.07 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the State District Courts of Tarrant County, Texas.

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

7.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

7.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

7.14 Access to Information. The Developer agrees to provide the City access to information related to the construction of the Improvements during regular business hours upon reasonable notice. The City shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify any obligations of the Developer under this Agreement.

7.15 Attorney's Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

7.16 Compliance with Law. The Developer covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the Developer or its branch, division, or department is convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the full amount of any economic development incentive made under this Agreement, plus ten percent (10%) per annum from the date the incentive was made. Repayment shall be paid within one hundred twenty (120) days after the date the Developer receives notice of violation from the City.

CITY OF HALTOM CITY, TEXAS

By: 
An Truong, Mayor

FMJM GROUP, LLC

By: 
Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"

Promissory Note

Date: 12-6-24

Borrower: FMJM Group, LLC

Borrower's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$409,028.40

Annual Interest Rate: 0.00%

Maturity Date: 12-6-29

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreement: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November ____, 2024 ("Development Agreement") attached as **Exhibit A** and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By:



Felix O. Salinas, Managing Member

EXHIBIT "C"

Proposed Elevation Plan subject to final drawings for permitting.

SPECIAL WARRANTY DEED

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

Date:

Grantor: City of Haltom City, Texas

Grantor's Mailing Address: 5024 Broadway Avenue
Haltom City, Texas 76117

Grantee: FMJM Group, LLC d/b/a My Stomping Grounds

Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117

Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "A" and Exhibit "B"

Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "B," and all easements, setback lines and other matters shown on the recorded plat of the Property.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of Haltom City

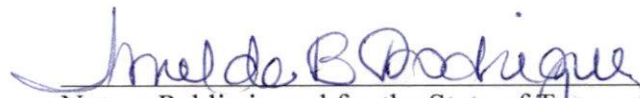
By: 
An Truong, Mayor

ACKNOWLEDGMENT

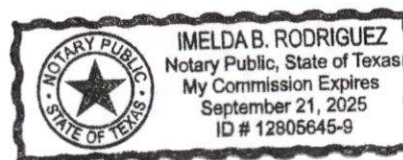
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of November, 2024.


Notary Public in and for the State of Texas

My Commission Expires: 9/21/2024



AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Art Camacho
5024 Broadway Avenue
Haltom City, Texas 76117

EXHIBIT "A"

EXHIBIT "B"

Permitted Exceptions

1. Restrictive covenants described in instrument filed _____, recorded in cc# _____, Real Property Records, Tarrant County, Texas.
2. Restrictive covenants described in instrument filed _____, recorded in cc# _____, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

Promissory Note

Date: December 31, 2024

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$450,323.00

Annual Interest Rate: 0.00%

Maturity Date: May 31, 2031

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreements: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024, as amended by First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 26, 2024, and as further amended by the Second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 31, 2024 (collectively the "Development Agreement") attached as Exhibit A-1, Exhibit A-2, and Exhibit A-3, respectively, and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time, at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

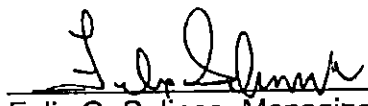
Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

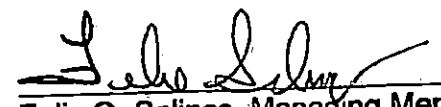
FMJM Group, LLC, Borrower

By: 
Felix O. Salinas, Managing Member

CITY OF HALTOM CITY, TEXAS

By: 
An Truong, Mayor

FMJM GROUP, LLC

By: 
Felix O. Salinas, Managing Member

other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

7.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

7.14 Access to Information. The Developer agrees to provide the City access to information related to the construction of the Improvements during regular business hours upon reasonable notice. The City shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify any obligations of the Developer under this Agreement.

7.15 Attorney's Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

7.16 Compliance with Law. The Developer covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the Developer or its branch, division, or department is convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the full amount of any economic development incentive made under this Agreement, plus ten percent (10%) per annum from the date the incentive was made. Repayment shall be paid within one hundred twenty (120) days after the date the Developer receives notice of violation from the City.

the City's ordinances regarding suits and/or claims against a municipality or other public entity. However, notices sent to the City in the ordinary course of this Agreement shall be sent to the City pursuant to Section 7.05 B.

- B. Any notice required or permitted to be delivered hereunder (other than those described in Section 7.05 A.) shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to: Attn: City Manager
City of Haltom City
5024 Broadway Avenue
Haltom City, Texas 76117

With a copy to: Haltom City Attorney
Alicia Kreh
TOASE, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for the Developer, to: FMJM Group, LLC
ATTN: Felix O. Salinas
4850 NE Loop 820
Haltom City, Texas 76117

Any notice sent to the City pursuant to this section shall be confirmed by email to rphelps@haltomcitytx.com and akreh@toase.com. Any notice sent to the Developer pursuant to this section shall be confirmed by email to mbartel@mystandinggrounds.com

7.06 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

7.07 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the State District Courts of Tarrant County, Texas.

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

7.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

6.02 In the event this Agreement is terminated by the City under Section 6.01, the City is entitled to the following remedies:

- A. The City will no longer be obligated to cancel the Promissory Note, and the Promissory Note will become due and payable in full by the Developer as provided herein unless the Developer conveys the Property free and clear of all liens and Encumbrances to the City by special warranty deed within thirty (30) days of notice of termination.
- B. If the Developer fails to convey the Property to the City within thirty (30) days of notice of termination as provided above, the Developer shall immediately pay the City the full amount of the Promissory Note.
- C. The City may pursue any other remedies provided by law.

ARTICLE 7. **Miscellaneous**

7.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by the Developer without the express written consent of the City unless to an entity controlled by Felix Salinas or Meagan Bartek (control defined as fifty-one percent (51%) ownership or more of the entity becoming the assignee).

7.02 Limitation on Liability. It is understood and agreed between the Parties that the Developer, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Developer agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Developer's performance of the conditions under this Agreement, excluding actions of third parties with whom the Developer has not contracted with or whom are not injured on the Property or within the Improvements.

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

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

7.05 Notice.

- A. To be effective, any notice to the City under this Agreement relating to claims of default must strictly comply with the provisions of the Texas Government Code, the Texas Local Government Code, and

3.10 The Developer shall be entitled to encumber the Property for purposes of obtaining loans for construction of the Improvements and related requirements to obtain a Certificate of Occupancy for the Project.

ARTICLE 4. **Conveyance of Property**

4.01 Closing. The closing of the conveyance of the Property (the "Closing") will occur within one hundred twenty (120) days of the Effective Date.

4.02 Transfer of Property. At the Closing, the City shall deliver to the Developer a special warranty deed conveying the Property to the Developer. In addition, the City shall deliver the Sign Easement at Closing, to be recorded at the same time as the special warranty deed.

4.03 Promissory Note. The Developer will deliver the executed Promissory Note in the form set forth in Exhibit B at the time of Closing.

ARTICLE 5. **Obligations of City**

5.01 Payment for Land. As long as the Developer is in full compliance with the Developer Obligations and other terms and conditions of this Agreement, the City agrees to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note. If the Developer defaults under this Agreement, the City's obligation to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note shall cease and the Developer will be responsible to pay the Promissory Note in full as provided herein.

ARTICLE 6. **Termination**

6.01 This Agreement may be terminated upon any one or more of the following:

- A. Upon written notice by the City if the Developer fails to: (i) perform any of the Developer Obligations by the deadlines set forth in Article 3 of this Agreement; or (ii) operate the Project for a period of five (5) years following the Opening Date.
- B. Upon written notice by any Party, if any other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.
- C. Upon the occurrence of an Event of Bankruptcy or Insolvency involving the Developer if before the Promissory Note is paid in full.

ARTICLE 3.
Developer Obligations

3.01 As good and valuable consideration for this Agreement, the Developer agrees to perform in a reasonable and timely manner the terms and conditions set forth in this Article 3 (the "**Developer Obligations**").

3.02 The Developer agrees to design and construct the Improvements on the Property in accordance with construction plans approved by the City. The City, its inspectors, agents, and employees, shall have the right of reasonable access to the Property during construction to inspect the Improvements at reasonable times and with reasonable notice to the Developer, and in accordance with visitor access and security policies of the Developer, in order to insure the construction of the Improvements are in accordance with this Agreement, the approved construction plans and all applicable state and local laws and regulations (or valid wavier thereof).

3.03 No later than March 31, 2025, the Developer, at its sole cost, shall file an application for zoning change to a Planned Development or other appropriate zoning district for the Project in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application.

3.04 No later than March 31, 2025, the Developer, at its sole cost, shall file a final plat application for the Property platting the Property in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application. The Developer shall diligently pursue approval of the final plat by the City.

3.05 The Developer agrees to present a site plan and elevation plan to the City to be approved prior to a building permit being issued by the City.

3.06 The Developer agrees, subject to events of Force Majeure, to (i) cause Commencement of Construction of the Project to occur no later than May 31, 2025; and (ii) complete the Improvements and obtain a Certificate of Occupancy and cause the Project to open no later than May 31, 2026.

3.07 The Developer agrees to construct the Project in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

3.08 The Developer shall make timely payment of all Impositions during the Term of this Agreement.

3.09 The Developer shall maintain the Certificate of Occupancy and keep the Project open and operating for a period of at least five (5) years following the date the Project first opens ("**Opening Date**"). Notwithstanding the above, if the Certificate of Occupancy is terminated due to fire or similar casualty loss to the Project, then the Force Majeure provision shall allow the Developer a reasonable time to reobtain the Certificate of Occupancy.

playground, amphitheater/stage with outdoor seating for entertainment, food truck parking and seating for customers, and related infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property.

ARTICLE 2. **General Provisions**

2.01 All of the above recitals are found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

2.02 The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until all obligations by the Parties have been fulfilled ("**Expiration Date**"), unless sooner terminated as provided herein.

2.03 The City owns the Property, which is located within the city limits of the City, and the Developer intends to construct or cause to be constructed the Improvements on the Property.

2.04 The Property will be conveyed to the Developer in a developable condition that would not be affected by local, state, or federal restrictions concerning development in a flood plain that would prevent the City from issuing a building permit upon completion of infrastructure and a final certificate of occupancy subject to the rules and regulations of the City.

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$545,371.20. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$409,028.40 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

2.06 The Developer will be allowed to construct a sixty (60) foot tall pole sign for the Stomping Grounds in a mutually agreeable configuration and at a mutually agreeable location within a non-exclusive sign easement to be dedicated by the City (the "**Sign Easement**"). A single sign not to exceed 685 sq. ft. of signage will be allowed. It is understood that the sign will be considered an "Off Premise Sign" according to the Code of Ordinances, City of Haltom City, Texas, and that the sign will require approval by the Sign Board of Appeals which the City agrees to assist in the request to the Sign Board of Appeals. The Developer shall be responsible to maintain the sign structure in a safe, neat and aesthetically pleasing condition at all times. The Developer shall be responsible for removal of the pole sign upon request of the City if: i) the operation of the Stomping Grounds ceases; or ii) this Agreement is terminated by the City pursuant to Section 6.01. The Developer agrees to allow other developers with signage approved by the City to utilize the sign structure on reasonable terms and conditions.

2.07 The City will provide a joint access easement it owns or controls to guarantee access entry off of Northern Cross Boulevard to provide direct access to the Property.

ARTICLE 1.

Definitions

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

The terms "Agreement," "City," "Closing," "Developer," "Developer Obligations," "Effective Date," "Expiration Date," "Opening Date," "Parties," "Party," "Project," "Program," "Promissory Note," "Property," "Sign Easement," and "Term" shall have the meanings assigned herein.

"Certificate of Occupancy" means the document issued by the City certifying the Improvements are in compliance with applicable building codes, zoning regulations, and other laws and indicating them to be in a condition suitable for occupancy by customers.

"Commencement of Construction" means that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for commencement of construction have been issued by all applicable governmental authorities; and (iii) mobilization and excavation of the site has occurred and the foundation for the restaurant has been poured.

"Encumbrances" means any debt or lien placed on the Property by the Developer or assignee of the Developer.

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

"Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages. Any work stoppage caused by a pandemic will not be considered a Force Majeure event unless it prevents construction workers from being physically present on the Property, or prevents the manufacture or delivery of essential materials, due to a government order.

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

"Improvements" means an indoor/outdoor sports venue, with a restaurant,

**CHAPTER 380 DEVELOPMENT PROGRAM AND
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND RESTAURANT**

This Economic Development Agreement (this "**Agreement**") is made and entered into as of November 21st, 2024 (the "**Effective Date**") by and between the City of Haltom City, a home rule municipal corporation located in Tarrant County, Texas (the "**City**"), and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below.

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to encourage the development of tourist and entertainment uses along the I-820 corridor in order to expand the ad valorem and sales tax base, create jobs and provide needed services and amenities for the citizens of Haltom City and the surrounding area; and

WHEREAS, the Developer has proposed to build or cause to be built an indoor/outdoor sports venue with food and drinks and family entertainment, to be known as the Stomping Grounds (the "**Project**") on an approximately 3.13 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**"); and

WHEREAS, the City desires to incentivize the Developer to build or cause to be built the Improvements (hereinafter defined) by conveying the Property to the Developer under certain conditions and with certain performance requirements further described herein; and

WHEREAS, the City Council of the City hereby establishes a Chapter 380 economic development program (the "**Program**") to encourage economic development within the City and finds and determines that this Agreement will effectuate the purposes of the Program, and that the Developer's performance of its obligations herein will provide local economic development and stimulate business and commercial activity in the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (each a "**Party**," collectively the "**Parties**") represent and agree as follows:

EXHIBIT A-1

**Chapter 380 Development Program and Economic Development Agreement
between the City of Haltom City, Texas and FMJM Group, LLC for Development of
an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024**

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"

Promissory Note

Date: _____

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$409,028.40

Annual Interest Rate: 0.00%

Maturity Date: _____

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreement: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November ____, 2024 ("Development Agreement") attached as **Exhibit A** and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice

of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By: _____
Felix O. Salinas, Managing Member

EXHIBIT A-2

**First Amendment to Chapter 380 Development Program and Economic
Development Agreement between the City of Haltom City, Texas and FMJM
Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant
dated December 26, 2024**

**SECOND AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, and FMJM Group, LLC for Development of a Restaurant (the "**Amendment**") is made and entered into as of December 31, 2024 (the "**Effective Date**") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "**City**") and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, as amended on or about December 26, 2024, by the First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (collectively, the "**Agreement**"); and

WHEREAS, the parties desire to amend the Agreement to adjust the acreage and the sales price of the Property (as that term is described in the Agreement).

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to the Agreement.**

A. The definition of the "Property" as stated in the third Whereas clause of the Agreement is revised to read as follows: "an approximately 3.446 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**")."

B. Section 2.05 of the Agreement is revised to read as follows:

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$600,431.00. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$450,323.00 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

C. Exhibits A and B of the Agreement are replaced by Exhibits A and B attached to this Amendment.

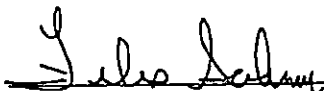
2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: 

An Truong, Mayor

FMJM GROUP, LLC

By: 

Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet,

a central angle of $19^{\circ}46'20''$, and a long chord which bears South $89^{\circ}50'11''$ East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.



SPECIAL WARRANTY DEED

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

Date: December 31, 2024
Grantor: City of Haltom City, Texas
Grantor's Mailing Address: 5024 Broadway Avenue
Haltom City, Texas 76117
Grantee: FMJM Group, LLC
Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117
Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "A"

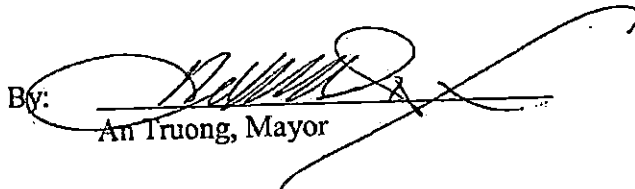
Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "B," and all easements, setback lines and other matters shown on the recorded plat of the Property.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of Haltom City

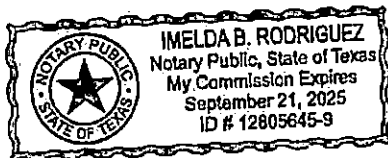
By: 
An Truong, Mayor

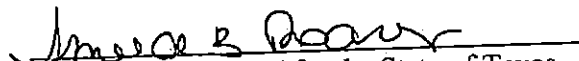
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of December, 2024.




Notary Public in and for the State of Texas

My Commission Expires: 9/21/2025

AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Art Camacho
5024 Broadway Avenue
Haltom City, Texas 76117

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet, a central angle of 19°46'20", and a long chord which bears South 89°50'11" East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

EXHIBIT "B"

Permitted Exceptions

- Easement granted to City of Haltom City, described in instrument filed July 23, 1985, recorded in Volume 8252, Page 1332, Real Property Records, Tarrant County, Texas.
- Tax Resale Deed granted to Norcliff IV, LLC, described in instrument filed May 26, 2006, recorded as Instrument No. D206158484, Real Property Records, Tarrant County, Texas.
- Declaration of Use Restrictions by Haltom City Economic Development Corporation, dated November 15, 2018, recorded as Instrument No. D218268706, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**"), dated effective as of December 20, 2024 (the "**Effective Date**"), is entered into by and between **THE CITY OF HALTOM CITY, TEXAS**, a Texas home rule municipality (the "**Seller**"), and **STREAM REALTY ACQUISITION, L.L.C.**, a Texas limited liability company (the "**Purchaser**") (Seller and Purchaser are each, individually, a "**Party**" and are collectively the "**Parties**").

RECITALS

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement dated effective as of June 2, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated effective as of May 13, 2024 (as amended, the "**Agreement**"), regarding the purchase and sale of three parcels of real property located in the City of Haltom City, Tarrant County, Texas (collectively, the "**Property**").

B. In accordance with Section 1(c)(i) of the Agreement, the Parties desire to enter into this Amendment of the Agreement to establish the final Purchase Price of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Defined Terms.** All capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
2. **Purchase Price.** Pursuant to Section 1(c)(i) of the Agreement, the final Purchase Price for the Property is (1) \$450,846.00 with respect to Tract 1, (2) \$140,873.04 with respect to Tract 2, and (3) \$229,909.68 with respect to Tract 3, for a combined total of Eight Hundred Twenty-One Thousand Six Hundred Twenty-Eight and 72/100 Dollars (\$821,628.72). For the avoidance of doubt, the final Purchase Price described in this Section was calculated pursuant to the formula set forth on Exhibit A to this Amendment, and the Net Square Feet of the Property is as depicted on the Area Exhibits attached hereto as Exhibit B.
3. **No Other Changes.** Except as expressly provided in this Amendment, the Agreement shall be unchanged and shall continue in full force and effect as therein written.
4. **Ratification.** Except as expressly modified by this Amendment, the Agreement is in full force and effect as originally written and all of the terms, covenants, and conditions of the Agreement, as modified by this Amendment, are hereby ratified and confirmed and will remain in full force and effect. If there is a conflict between the terms of the Agreement and this Amendment, then the terms of this Amendment control. All references to the term "**Agreement**" shall hereafter refer to the Agreement as amended by this Amendment.
5. **Successors and Assigns.** This Amendment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed a part of an original and all of which together shall constitute one (1) agreement. The parties hereto may deliver their signatures to this Amendment by electronic (portable data format) transmission, or other electronic transmission, including without limitation, DocuSign and AdobeSign (collectively, "Electronic Signatures"), which Electronic Signatures shall be deemed to be original executed signature pages binding on the party that so delivered the Electronic Signatures and admissible as if such signatures were original executed versions of this Amendment. The use of Electronic Signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including, without limitation, the Electronic Signatures in Global and National Commerce Act, any state law based on the Uniform Electronic Transactions Act and the Uniform Commercial Code

[Remainder of page intentionally left blank; signature page(s) follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

CITY OF HALTOM CITY, TEXAS,
a Texas home rule municipal corporation

By: 

Name: An Truong

Title: Mayor

PURCHASER:

STREAM REALTY ACQUISITION, L.L.C.,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

Final Purchase Price Calculation

13-Dec-24	Gross Acres	Actual Net Acres	Net Acres in Square Feet	Pricing Offer per Net Square Foot	Totals
Belknap Street	14.47	8.280	360,676.80	\$ 1.25	\$ 450,846.00
Weaver Street	4.31	2.156	93,915.36	\$ 1.50	\$ 140,873.04
McCullar Road	7.07	5.278	229,909.68	\$ 1.00	\$ 229,909.68
	25.85	15.71	684,501.84	\$ 1.20	\$ 821,628.72

Exhibit B

Area Exhibits

See attached.



TOTAL LAND AREA:
7.068 ACRES

EASEMENTS & FLOODPLAIN:
1.79 ACRES

NET: 5,278 ACRES



**BUILDING 8
AREA EXHIBIT**

IN
HALTOM CITY
TARRANT COUNTY, TEXAS
DECEMBER 11, 2024

PREPARED BY:



2801 MEACHAM BLVD, Suite 003
FORT WORTH, TEXAS 76137
TEL. (817) 647-1422
www.biff.com

**FIRST AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, an FMJM Group, LLC for Development of a Restaurant (the "**Amendment**") is made and entered into as of 12-26-24, 2024 (the "**Effective Date**") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "**City**") and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (the "**Agreement**"); and

WHEREAS, the Agreement provided that the Property (as that term is defined in the Agreement") being developed consisted of approximately 3.13 acres of land; and

WHEREAS, the parties desire to amend the Agreement to reflect the actual acreage and adjust the sales price.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to the Agreement.**

A. The definition of the "Property" as stated in the third Whereas clause of the Agreement is revised to read as follows: "an approximately 3.546 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**")."

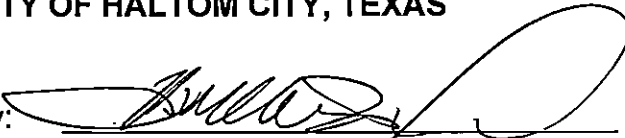
B. Section 2.05 of the Agreement is revised to read as follows:

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$617,855.00. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$463,390.00 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

C. Exhibits A and B of the Agreement are replaced by Exhibits A and B attached to this Amendment.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: 
An Truong, Mayor

FMJM GROUP, LLC

By: 
Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.546 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 261.60 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°28'56" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 206.23 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet, a central angle of 19°46'20", and a long chord which bears South 89°50'11" East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 154,468 square feet, 3.546 acres of land, more or less.

EXHIBIT "B"

Promissory Note

Date: _____

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$463,390.00

Annual Interest Rate: 0.00%

Maturity Date: _____

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreements: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024, as amended by First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December __, 2024 (collectively the "Development Agreement") attached as **Exhibit A-1** and **Exhibit A-2**, respectively, and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time, at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of

notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By: _____
Felix O. Salinas, Managing Member

EXHIBIT A-1

Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024

EXHIBIT A-2

First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 26, 2024

**SECOND AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, and FMJM Group, LLC for Development of a Restaurant (the "**Amendment**") is made and entered into as of December 31, 2024 (the "**Effective Date**") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "**City**") and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, as amended on or about December 26, 2024, by the First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (collectively, the "**Agreement**"); and

WHEREAS, the parties desire to amend the Agreement to adjust the acreage and the sales price of the Property (as that term is described in the Agreement).

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to the Agreement.**

A. The definition of the "Property" as stated in the third Whereas clause of the Agreement is revised to read as follows: "an approximately 3.446 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**")."

B. Section 2.05 of the Agreement is revised to read as follows:

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$600,431.00. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$450,323.00 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

C. Exhibits A and B of the Agreement are replaced by Exhibits A and B attached to this Amendment.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: 

An Truong, Mayor

FMJM GROUP, LLC

By: 

Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet,

a central angle of $19^{\circ}46'20''$, and a long chord which bears South $89^{\circ}50'11''$ East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

SPECIAL WARRANTY DEED

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

Date: December 31, 2024

Grantor: City of Haltom City, Texas

Grantor's Mailing Address: 5024 Broadway Avenue
Haltom City, Texas 76117

Grantee: FMJM Group, LLC

Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117

Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "A"

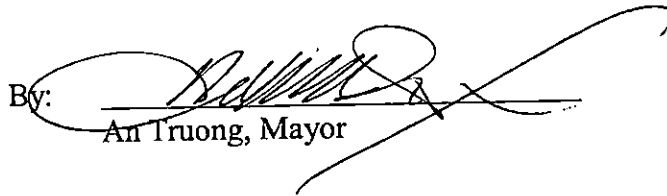
Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "B," and all easements, setback lines and other matters shown on the recorded plat of the Property.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of Haltom City

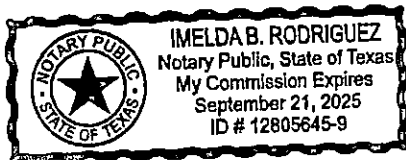
By: 
An Truong, Mayor

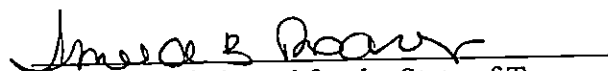
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of
December, 2024.




Notary Public in and for the State of Texas

My Commission Expires: 9/21/2025

AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Art Camacho
5024 Broadway Avenue
Haltom City, Texas 76117

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

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THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

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THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

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THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

EXHIBIT "B"

Permitted Exceptions

- Easement granted to City of Haltom City, described in instrument filed July 23, 1985, recorded in Volume 8252, Page 1332, Real Property Records, Tarrant County, Texas.
- Tax Resale Deed granted to Norcliff IV, LLC, described in instrument filed May 26, 2006, recorded as Instrument No. D206158484, Real Property Records, Tarrant County, Texas.
- Declaration of Use Restrictions by Haltom City Economic Development Corporation, dated November 15, 2018, recorded as Instrument No. D218268706, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

EXHIBIT A-3

**Second Amendment to Chapter 380 Development Program and Economic
Development Agreement between the City of Haltom City, Texas and FMJM
Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant
dated December 31, 2024**

Promissory Note

Date: December 31, 2024

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$450,323.00

Annual Interest Rate: 0.00%

Maturity Date: May 31, 2031

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreements: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024, as amended by First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 26, 2024, and as further amended by the Second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 31, 2024 (collectively the "Development Agreement") attached as **Exhibit A-1**, **Exhibit A-2**, and **Exhibit A-3**, respectively, and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time, at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By:


Felix O. Salinas, Managing Member

EXHIBIT A-1

**Chapter 380 Development Program and Economic Development Agreement
between the City of Haltom City, Texas and FMJM Group, LLC for Development of
an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024**

**CHAPTER 380 DEVELOPMENT PROGRAM AND
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND RESTAURANT**

This Economic Development Agreement (this "**Agreement**") is made and entered into as of November 21st, 2024 (the "**Effective Date**") by and between the City of Haltom City, a home rule municipal corporation located in Tarrant County, Texas (the "**City**"), and FMJM Group, LLC, a Texas limited liability company (the "**Developer**"), for the purposes and considerations stated below.

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to encourage the development of tourist and entertainment uses along the I-820 corridor in order to expand the ad valorem and sales tax base, create jobs and provide needed services and amenities for the citizens of Haltom City and the surrounding area; and

WHEREAS, the Developer has proposed to build or cause to be built an indoor/outdoor sports venue with food and drinks and family entertainment, to be known as the Stomping Grounds (the "**Project**") on an approximately 3.13 acre parcel of land owned by the City, which is more particularly depicted in **Exhibit A** (the "**Property**"); and

WHEREAS, the City desires to incentivize the Developer to build or cause to be built the Improvements (hereinafter defined) by conveying the Property to the Developer under certain conditions and with certain performance requirements further described herein; and

WHEREAS, the City Council of the City hereby establishes a Chapter 380 economic development program (the "**Program**") to encourage economic development within the City and finds and determines that this Agreement will effectuate the purposes of the Program, and that the Developer's performance of its obligations herein will provide local economic development and stimulate business and commercial activity in the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (each a "**Party**," collectively the "**Parties**") represent and agree as follows:

ARTICLE 1.

Definitions

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

The terms "Agreement," "City," "Closing," "Developer," "Developer Obligations," "Effective Date," "Expiration Date," "Opening Date," "Parties," "Party," "Project," "Program," "Promissory Note," "Property," "Sign Easement," and "Term" shall have the meanings assigned herein.

"Certificate of Occupancy" means the document issued by the City certifying the Improvements are in compliance with applicable building codes, zoning regulations, and other laws and indicating them to be in a condition suitable for occupancy by customers.

"Commencement of Construction" means that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for commencement of construction have been issued by all applicable governmental authorities; and (iii) mobilization and excavation of the site has occurred and the foundation for the restaurant has been poured.

"Encumbrances" means any debt or lien placed on the Property by the Developer or assignee of the Developer.

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

"Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages. Any work stoppage caused by a pandemic will not be considered a Force Majeure event unless it prevents construction workers from being physically present on the Property, or prevents the manufacture or delivery of essential materials, due to a government order.

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

"Improvements" means an indoor/outdoor sports venue, with a restaurant,

playground, amphitheater/stage with outdoor seating for entertainment, food truck parking and seating for customers, and related infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property.

ARTICLE 2.

General Provisions

2.01 All of the above recitals are found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

2.02 The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until all obligations by the Parties have been fulfilled ("**Expiration Date**"), unless sooner terminated as provided herein.

2.03 The City owns the Property, which is located within the city limits of the City, and the Developer intends to construct or cause to be constructed the Improvements on the Property.

2.04 The Property will be conveyed to the Developer in a developable condition that would not be affected by local, state, or federal restrictions concerning development in a flood plain that would prevent the City from issuing a building permit upon completion of infrastructure and a final certificate of occupancy subject to the rules and regulations of the City.

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$545,371.20. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$409,028.40 ("**Promissory Note**") in order to guarantee the Developer's performance under this Agreement.

2.06 The Developer will be allowed to construct a sixty (60) foot tall pole sign for the Stomping Grounds in a mutually agreeable configuration and at a mutually agreeable location within a non-exclusive sign easement to be dedicated by the City (the "**Sign Easement**"). A single sign not to exceed 685 sq. ft. of signage will be allowed. It is understood that the sign will be considered an "Off Premise Sign" according to the Code of Ordinances, City of Haltom City, Texas, and that the sign will require approval by the Sign Board of Appeals which the City agrees to assist in the request to the Sign Board of Appeals. The Developer shall be responsible to maintain the sign structure in a safe, neat and aesthetically pleasing condition at all times. The Developer shall be responsible for removal of the pole sign upon request of the City if: i) the operation of the Stomping Grounds ceases; or ii) this Agreement is terminated by the City pursuant to Section 6.01. The Developer agrees to allow other developers with signage approved by the City to utilize the sign structure on reasonable terms and conditions.

2.07 The City will provide a joint access easement it owns or controls to guarantee access entry off of Northern Cross Boulevard to provide direct access to the Property.

ARTICLE 3.
Developer Obligations

3.01 As good and valuable consideration for this Agreement, the Developer agrees to perform in a reasonable and timely manner the terms and conditions set forth in this Article 3 (the "**Developer Obligations**").

3.02 The Developer agrees to design and construct the Improvements on the Property in accordance with construction plans approved by the City. The City, its inspectors, agents, and employees, shall have the right of reasonable access to the Property during construction to inspect the Improvements at reasonable times and with reasonable notice to the Developer, and in accordance with visitor access and security policies of the Developer, in order to insure the construction of the Improvements are in accordance with this Agreement, the approved construction plans and all applicable state and local laws and regulations (or valid waiver thereof).

3.03 No later than March 31, 2025, the Developer, at its sole cost, shall file an application for zoning change to a Planned Development or other appropriate zoning district for the Project in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application.

3.04 No later than March 31, 2025, the Developer, at its sole cost, shall file a final plat application for the Property platting the Property in conformance with City ordinances. The City authorizes the Developer to file an application on the City's behalf and agrees to sign any documentation necessary to submit a complete application. The Developer shall diligently pursue approval of the final plat by the City.

3.05 The Developer agrees to present a site plan and elevation plan to the City to be approved prior to a building permit being issued by the City.

3.06 The Developer agrees, subject to events of Force Majeure, to (i) cause Commencement of Construction of the Project to occur no later than May 31, 2025; and (ii) complete the Improvements and obtain a Certificate of Occupancy and cause the Project to open no later than May 31, 2026.

3.07 The Developer agrees to construct the Project in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

3.08 The Developer shall make timely payment of all Impositions during the Term of this Agreement.

3.09 The Developer shall maintain the Certificate of Occupancy and keep the Project open and operating for a period of at least five (5) years following the date the Project first opens ("**Opening Date**"). Notwithstanding the above, if the Certificate of Occupancy is terminated due to fire or similar casualty loss to the Project, then the Force Majeure provision shall allow the Developer a reasonable time to reobtain the Certificate of Occupancy.

3.10 The Developer shall be entitled to encumber the Property for purposes of obtaining loans for construction of the Improvements and related requirements to obtain a Certificate of Occupancy for the Project.

ARTICLE 4. **Conveyance of Property**

4.01 Closing. The closing of the conveyance of the Property (the "Closing") will occur within one hundred twenty (120) days of the Effective Date.

4.02 Transfer of Property. At the Closing, the City shall deliver to the Developer a special warranty deed conveying the Property to the Developer. In addition, the City shall deliver the Sign Easement at Closing, to be recorded at the same time as the special warranty deed.

4.03 Promissory Note. The Developer will deliver the executed Promissory Note in the form set forth in Exhibit B at the time of Closing.

ARTICLE 5. **Obligations of City**

5.01 Payment for Land. As long as the Developer is in full compliance with the Developer Obligations and other terms and conditions of this Agreement, the City agrees to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note. If the Developer defaults under this Agreement, the City's obligation to cancel the Promissory Note and terminate the Developer's payment obligations under the Promissory Note shall cease and the Developer will be responsible to pay the Promissory Note in full as provided herein.

ARTICLE 6. **Termination**

6.01 This Agreement may be terminated upon any one or more of the following:

- A. Upon written notice by the City if the Developer fails to: (i) perform any of the Developer Obligations by the deadlines set forth in Article 3 of this Agreement; or (ii) operate the Project for a period of five (5) years following the Opening Date.
- B. Upon written notice by any Party, if any other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.
- C. Upon the occurrence of an Event of Bankruptcy or Insolvency involving the Developer if before the Promissory Note is paid in full.

6.02 In the event this Agreement is terminated by the City under Section 6.01, the City is entitled to the following remedies:

- A. The City will no longer be obligated to cancel the Promissory Note, and the Promissory Note will become due and payable in full by the Developer as provided herein unless the Developer conveys the Property free and clear of all liens and Encumbrances to the City by special warranty deed within thirty (30) days of notice of termination.
- B. If the Developer fails to convey the Property to the City within thirty (30) days of notice of termination as provided above, the Developer shall immediately pay the City the full amount of the Promissory Note.
- C. The City may pursue any other remedies provided by law.

ARTICLE 7. **Miscellaneous**

7.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by the Developer without the express written consent of the City unless to an entity controlled by Felix Salinas or Meagan Bartek (control defined as fifty-one percent (51%) ownership or more of the entity becoming the assignee).

7.02 Limitation on Liability. It is understood and agreed between the Parties that the Developer, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Developer agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Developer's performance of the conditions under this Agreement, excluding actions of third parties with whom the Developer has not contracted with or whom are not injured on the Property or within the Improvements.

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

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

7.05 Notice.

- A. To be effective, any notice to the City under this Agreement relating to claims of default must strictly comply with the provisions of the Texas Government Code, the Texas Local Government Code, and

the City's ordinances regarding suits and/or claims against a municipality or other public entity. However, notices sent to the City in the ordinary course of this Agreement shall be sent to the City pursuant to Section 7.05 B.

- B. Any notice required or permitted to be delivered hereunder (other than those described in Section 7.05 A.) shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to: Attn: City Manager
City of Haltom City
5024 Broadway Avenue
Haltom City, Texas 76117

With a copy to: Haltom City Attorney
Alicia Kreh
TOASE, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for the Developer, to: FMJM Group, LLC
ATTN: Felix O. Salinas
4850 NE Loop 820
Haltom City, Texas 76117

Any notice sent to the City pursuant to this section shall be confirmed by email to rphelps@haltomcitytx.com and akreh@toase.com. Any notice sent to the Developer pursuant to this section shall be confirmed by email to mbartel@mystandinggrounds.com

7.06 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

7.07 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the State District Courts of Tarrant County, Texas.

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

7.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

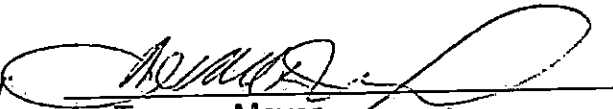
7.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

7.14 Access to Information. The Developer agrees to provide the City access to information related to the construction of the Improvements during regular business hours upon reasonable notice. The City shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify any obligations of the Developer under this Agreement.

7.15 Attorney's Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

7.16 Compliance with Law. The Developer covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the Developer or its branch, division, or department is convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the full amount of any economic development incentive made under this Agreement, plus ten percent (10%) per annum from the date the incentive was made. Repayment shall be paid within one hundred twenty (120) days after the date the Developer receives notice of violation from the City.

CITY OF HALTOM CITY, TEXAS

By: 
An Truong, Mayor

FMJM GROUP, LLC

By: 
Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"

Promissory Note

Date: _____

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$409,028.40

Annual Interest Rate: 0.00%

Maturity Date: _____

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreement: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November ____, 2024 ("Development Agreement") attached as **Exhibit A** and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice

of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By: _____
Felix O. Salinas, Managing Member

EXHIBIT A-2

**First Amendment to Chapter 380 Development Program and Economic
Development Agreement between the City of Haltom City, Texas and FMJM
Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant
dated December 26, 2024**

SPECIAL WARRANTY DEED

Fidelity National GF# 900 6224022.00

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

Date: December 31, 2024
Grantor: City of Haltom City, Texas
Grantor's Mailing Address: 5024 Broadway Avenue
Haltom City, Texas 76117
Grantee: FMJM Group, LLC
Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117

Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "A"

Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "B," and all easements, setback lines and other matters shown on the recorded plat of the Property.

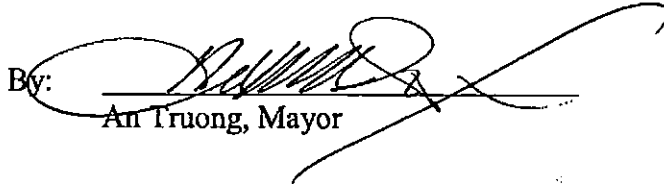
Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

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** need email to city attorney's office*

GRANTOR:

City of Haltom City

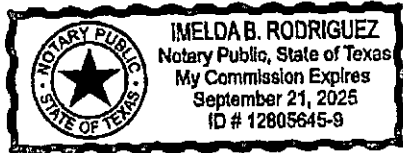
By: 
An Truong, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of
December, 2024.




Notary Public in and for the State of Texas

My Commission Expires: 9/21/2025

AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Art Camacho
5024 Broadway Avenue
Haltom City, Texas 76117

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet, a central angle of 19°46'20", and a long chord which bears South 89°50'11" East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

EXHIBIT "B"

Permitted Exceptions

- Easement granted to City of Haltom City, described in instrument filed July 23, 1985, recorded in Volume 8252, Page 1332, Real Property Records, Tarrant County, Texas.
- Tax Resale Deed granted to Norcliff IV, LLC, described in instrument filed May 26, 2006, recorded as Instrument No. D206158484, Real Property Records, Tarrant County, Texas.
- Declaration of Use Restrictions by Haltom City Economic Development Corporation, dated November 15, 2018, recorded as Instrument No. D218268706, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

**FIRST AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, an FMJM Group, LLC for Development of a Restaurant (the "Amendment") is made and entered into as of 12-26-24, 2024 (the "Effective Date") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "City") and FMJM Group, LLC, a Texas limited liability company (the "Developer"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (the "Agreement"); and

WHEREAS, the Agreement provided that the Property (as that term is defined in the Agreement") being developed consisted of approximately 3.13 acres of land; and

WHEREAS, the parties desire to amend the Agreement to reflect the actual acreage and adjust the sales price.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to the Agreement.

A. The definition of the "Property" as stated in the third Whereas clause of the Agreement is revised to read as follows: "an approximately 3.546 acre parcel of land owned by the City, which is more particularly depicted in Exhibit A (the "Property")."

B. Section 2.05 of the Agreement is revised to read as follows:

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$617,855.00. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$463,390.00 ("Promissory Note") in order to guarantee the Developer's performance under this Agreement.

C. Exhibits A and B of the Agreement are replaced by Exhibits A and B attached to this Amendment.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: _____

An Truong, Mayor

FMJM GROUP, LLC

By: _____

Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.546 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 261.60 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°28'56" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 206.23 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet, a central angle of 19°46'20", and a long chord which bears South 89°50'11" East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 154,468 square feet, 3.546 acres of land, more or less.

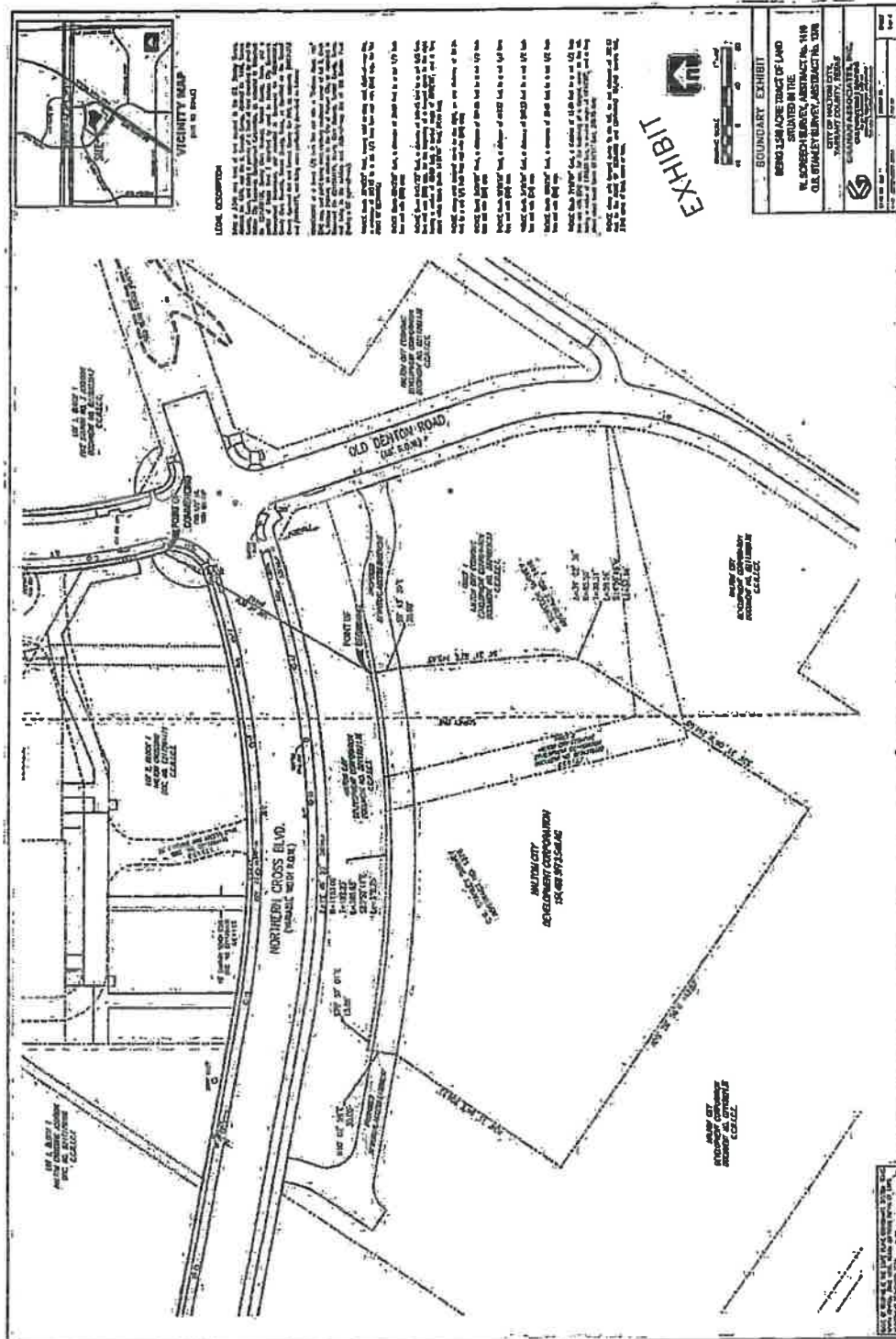


EXHIBIT "B"

Promissory Note

Date: _____

Borrower: FMJM Group, LLC

**Borrower's
Mailing Address:** 4850 NE Loop 820
Haltom City, Texas 76117

Lender: City of Haltom City, Texas

Place for Payment: 5024 Broadway Ave.
Haltom City, Texas 76117

Principal Amount: \$463,390.00

Annual Interest Rate: 0.00%

Maturity Date: _____

Annual Interest Rate on Matured, Unpaid Amounts: 0.00%

Terms of Payment: The Borrower and the Lender are parties to the following agreements: Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024, as amended by First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December __, 2024 (collectively the "Development Agreement") attached as Exhibit A-1 and Exhibit A-2, respectively, and incorporated herein by reference for all purposes. The Principal Amount of this Promissory Note amount will be paid by the City of Haltom City, Texas in accordance with the terms of the Development Agreement so long as Borrower is not in default of the Development Agreement. Should Borrower open and operate the Project, as defined in the Development Agreement, for five (5) years, the Borrower's full obligation under this Promissory Note will be paid by the City of Haltom City, Texas at such time, at which time this Promissory Note shall be marked paid in full and returned to Borrower.

Other Security for Payment: All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note due within thirty (30) days of

notice of default. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

The Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

FMJM Group, LLC, Borrower

By: _____
Felix O. Salinas, Managing Member

EXHIBIT A-1

Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated November 25, 2024

EXHIBIT A-2

First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant dated December 26, 2024

**SECOND AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, and FMJM Group, LLC for Development of a Restaurant (the "Amendment") is made and entered into as of December 31, 2024 (the "Effective Date") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "City") and FMJM Group, LLC, a Texas limited liability company (the "Developer"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, as amended on or about December 26, 2024, by the First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to adjust the acreage and the sales price of the Property (as that term is described in the Agreement).

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to the Agreement.

A. The definition of the "Property" as stated in the third Whereas clause of the Agreement is revised to read as follows: "an approximately 3.446 acre parcel of land owned by the City, which is more particularly depicted in Exhibit A (the "Property")."

B. Section 2.05 of the Agreement is revised to read as follows:

2.05 In exchange for the Property, the Developer agrees to pay the City the Purchase Price of \$600,431.00. In addition to the Purchase Price, the Developer agrees to execute a promissory note in the amount of \$450,323.00 ("Promissory Note") in order to guarantee the Developer's performance under this Agreement.

C. Exhibits A and B of the Agreement are replaced by Exhibits A and B attached to this Amendment.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: 

An Truong, Mayor

FMJM GROUP, LLC

By: 

Felix O. Salinas, Managing Member

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet,

a central angle of $19^{\circ}46'20''$, and a long chord which bears South $89^{\circ}50'11''$ East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

SPECIAL WARRANTY DEED

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

Date: December 31, 2024
Grantor: City of Haltom City, Texas
Grantor's Mailing Address: 5024 Broadway Avenue
Haltom City, Texas 76117
Grantee: FMJM Group, LLC
Grantee's Mailing Address: 4850 NE Loop 820
Haltom City, Texas 76117
Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements): See attached Exhibit "A"

Reservations and Exceptions to Conveyance and Warranty: This conveyance is made subject to any covenants, conditions, easements and restrictions recorded in the public records of Tarrant County, including the Permitted Exceptions set forth in Exhibit "B," and all easements, setback lines and other matters shown on the recorded plat of the Property.

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of Haltom City

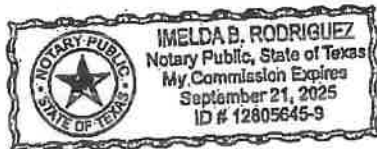
By: 
An Truong, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority on this day personally appeared An Truong, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Haltom City, and that he executed this instrument on behalf of said entity for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of
December, 2024.




Notary Public in and for the State of Texas

My Commission Expires: 9/21/2025

AFTER RECORDING RETURN TO:

City of Haltom City
Attn: Art Camacho
5024 Broadway Avenue
Haltom City, Texas 76117

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a 3.446 acre tract of land situated in the G.B. Stanley Survey, Abstract No. 1378, and the W. Screech Survey, Abstract No. 1416, Tarrant County, Texas, and being a portion of a Tract of land described by deed to Haltom City Economic Development Corporation, as recorded in Document No. D211282136, County Clerk Records, Tarrant County, Texas, and a portion of Tracts 1 and 2 described by deed to Haltom City Economic Development Corporation, and recorded in Document No. D224015023, County Clerk Records, Tarrant County, Texas, as identified on the Tarrant County Appraisal Roll and Tarrant County Tax Roll, as accounts #04174313 and #04466977, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a "Graham Assoc. Inc." (GAI) cap, said point being most northerly southeast corner of Lot 2, Block 1, Haltom Crossing, an addition to the City of Haltom City, as recorded in Document No. D217264171, County Clerk Records, Tarrant County, Texas, and being in the existing west right-of-way line of Old Denton Road (having a 66' right-of-way);

THENCE South 30°46'22" West, leaving said existing west right-of-way line, a distance of 243.93 to a set 1/2 inch iron rod with (GAI) cap, for the POINT OF BEGINNING;

THENCE South 09°43'20" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 04°31'32" East, a distance of 149.45 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the right having a radius of 85.50 feet, a central angle of 39°02'36", and a long chord which bears South 14°59'46" West, 57.14 feet;

THENCE along said tangent curve to the right, an arc distance of 58.26 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 34°31'04" West, a distance of 251.70 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 55°31'17" West, a distance of 447.07 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 34°31'04" East, a distance of 196.65 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE North 10°02'59" East, a distance of 30.00 feet to a set 1/2 inch iron rod with (GAI) cap;

THENCE South 79°57'01" East, a distance of 13.89 feet to a set 1/2 inch iron rod with (GAI) cap, for the beginning of a tangent curve to the left having a radius of 1103.00 feet, a central angle of 19°46'20", and a long chord which bears South 89°50'11" East, 378.75 feet;

THENCE along said tangent curve to the left, an arc distance of 380.63 feet to the POINT OF BEGINNING and CONTAINING 150,114 square feet, 3.446 acres of land, more or less.

EXHIBIT "B"

Permitted Exceptions

- Easement granted to City of Haltom City, described in instrument filed July 23, 1985, recorded in Volume 8252, Page 1332, Real Property Records, Tarrant County, Texas.
- Tax Resale Deed granted to Norcliff IV, LLC, described in instrument filed May 26, 2006, recorded as Instrument No. D206158484, Real Property Records, Tarrant County, Texas.
- Declaration of Use Restrictions by Haltom City Economic Development Corporation, dated November 15, 2018, recorded as Instrument No. D218268706, Real Property Records, Tarrant County, Texas.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, reimpose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

**THIRD AMENDMENT TO
CHAPTER 380 DEVELOPMENT PROGRAM AND ECONOMIC
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HALTOM CITY, TEXAS, AND FMJM GROUP, LLC FOR
DEVELOPMENT OF AN INDOOR/OUTDOOR SPORTS VENUE AND
RESTAURANT**

This Third Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City, Texas, and FMJM Group, LLC for Development of a Restaurant (the "Amendment") is made and entered into as of October 27, 2025, (the "Effective Date") by and between the City of Haltom City, Texas, a Texas municipal corporation located in Tarrant County, Texas (the "City") and FMJM Group, LLC, a Texas limited liability company (the "Developer"), for the purposes and considerations stated below. The City and the Developer may sometimes hereafter be collectively referred to as the "parties."

WITNESSETH:

WHEREAS, on or about November 25, 2024, the City and the Developer entered into that Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, as amended on or about December 26, 2024, by the First Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant, and further amended on or about December 31, 2024, by the Second Amendment to Chapter 380 Development Program and Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for Development of an Indoor/Outdoor Sports Venue and Restaurant (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to provide for construction of public infrastructure and a private mutual access road providing direct access to the Property (as that term is described in the Agreement) and adjacent properties.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to the Agreement.

A. Section 2.07 is revised to read as follows:

"2.07 In connection with the platting of the Property as provided in Section 3.04, the Developer will dedicate a 25 foot wide Mutual Access & Utility Easement for the construction of a private mutual access road and public infrastructure. This private mutual access road within the easement will provide access entry from Northern Cross Boulevard to provide direct

access to the Property. The Developer will construct a private mutual access road within the easement to provide access to the Property and adjacent properties (including Block 2, Haltom Crossing Addition and Lot 1, Block 1, Haltom City Pickleball Addition), as depicted on **Exhibit D**, attached hereto for all purposes. The private mutual access road will be constructed in accordance with plans approved by the City but will be a private road/driveway that is maintained by the Developer. The City is not responsible for and will not share in any costs of maintenance or repair of the private mutual access road once it is constructed. The Developer may enter into appropriate agreements with adjacent property owners to share in the cost of maintenance of the mutual access road."

B. A new Section 2.08 is added to read as follows:

"2.08 The Developer shall install public infrastructure (water, sanitary sewer and storm drainage facilities) necessary to serve the Property and adjacent properties, (including Block 2, Haltom Crossing Addition and Lot 1, Block 1, Haltom City Pickleball Addition), as depicted on **Exhibit D**, within easements to be dedicated on the plat. The Developer will provide performance, maintenance, and payment bonds for the construction of the public infrastructure, in accordance with City requirements. The City will provide construction inspection services for the public infrastructure. The Developer will provide As-Built (Record) Drawings of the installed public infrastructure to the City. The City will not issue a Letter of Acceptance of the public infrastructure until receiving such drawings. After completion of the private mutual access road and public infrastructure, upon receipt of an invoice from the Developer the City shall, within sixty (60) days of acceptance by the City, reimburse the Developer \$812,390.37 toward the cost of construction.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF HALTOM CITY, TEXAS

By: 
An Truong, Mayor

FMJM GROUP, LLC

By: 
Felix O. Salinas, Managing Member



City Council Regular Meeting

14. THIRD AMENDMENT LEASE AGREEMENT - Waste Connections Lone Star Inc.

Consideration and/or action on a Resolution authorizing the City Manager to execute a Third Amendment to a Lease Extension between the City of Haltom City, as Landlord, and Waste Connections Lone Star, Inc., as Tenant, extending the lease term and modifying certain provisions of the existing lease agreement. (R. Briggs)

Meeting	Agenda Group
Monday, February 23, 2026, 6:00 PM	REGULAR AGENDA Item: 14.
Presented By	Department
	Administration

CITY COUNCIL MEMORANDUM /

RESOLUTION

City Council Meeting:

February 23, 2026

Department:

Robert Briggs, Director of Economic Development

Subject:
TX

Request for Lease Extension – 2120 Minnis Dr. Haltom City,

PURPOSE

The purpose of this item is for City Council to consider approval of the Third Extension to the Lease Agreement between the City and Waste Connections for the property located at 2120 Minnis Drive.

The proposed extension will:

- Allow Waste Connections to continue operating its existing transfer station at the site;
- Encourage the continued provision of waste collection and related services to the community;
- Support Waste Connections' commitment to invest more than \$750,000 in capital improvements to the property, including environmental, dust mitigation, noise reduction, and safety enhancements; and
- Align the lease term with the duration of the City's existing waste services contract to ensure operational consistency and administrative efficiency.

BACKGROUND

Waste Connections currently leases and operates a transfer station facility at 2120 Minnis Drive and serves as a provider of waste services within the community. The company has requested an extension of the lease agreement to support ongoing operations and planned site investments.

The proposed lease extension is intended to provide continuity of service, promote operational stability, and facilitate planned capital improvements that are expected to enhance environmental performance and improve site conditions for surrounding areas. Staff has reviewed the request and coordinated with the City Attorney's Office to prepare the Third Extension to the Lease Agreement for Council consideration.

BUDGET IMPACT

Approval of the lease extension will allow the City to continue receiving lease payments for the property throughout the duration of the extended term. The total financial value associated with the lease extension is:

- Upon execution of the lease, lessee will pay, as advance base rent for the term, the sum of seventy-two thousand dollars (\$72,000).
- Lessee shall pay the City additional rental in the form of a royalty based on usage of the property. The royalty will be payable, with respect to non-recyclable materials accepted by the lessee from non-commercial haulers as defined below at the convenience/transfer station/drop-off point operated by the lessee on a per-load basis and royalties shall only be due with respect to those non-commercial haulers for which the lessee charges a fee at the facility:
 - Per Passenger Car - \$1.50
 - Per Pickup Truck - \$2.50
 - Per Other Vehicle - \$3.50

No additional expenditure is required as part of this action.

COMPLIANCE & LEGAL REVIEW

The Third Extension to the Lease Agreement has been drafted and reviewed by the City Attorney's Office to ensure compliance with applicable legal requirements and City policies.

RECOMMENDATION

Staff recommends approval of the Third Extension to the Lease Agreement with Waste Connections for the property located at 2120 Minnis Drive.

Approval of the proposed lease extension is anticipated to provide several operational and community benefits, including:

- Continued professional partnership with Waste Connections and sustained availability of waste service operations supporting the community;
- Alignment between the City's operational needs and the tenant's continued use of the site, promoting operational consistency and efficiency;
- Implementation of enhanced dust control measures intended to improve air quality conditions;
- Increased environmental protection measures associated with planned capital improvements;
- Enhanced noise mitigation efforts to improve surrounding site conditions;
- Overall operational and site safety improvements; and
- Alignment of the lease term expiration with the existing waste services contract period to provide administrative clarity and long-term planning consistency.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 23rd day of February 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

Dr. An M. Truong, Mayor

ATTEST:

Imelda B. Rodriguez, City Secretary

Wayne Olsen, City Attorney

SUPPORTING DOCUMENTATION:

- Third Amendment to Lease Agreement with Waste Connections Lone Star, Inc.
- Aerial Image/Property Overview:

Attachments

[City Council Memo - 3rd Amendment to Minnis Dr. Transfer Station Lease_Waste Connections_2.23.2026.pdf](#)

[3rd Amendment to Minnis Dr. Transfer Station Lease Agreement_Waste Connections_2.23.2026.pdf](#)

[Original Lease Agreement of Minnis Dr. Transfer Station IESI_6.19.1998.pdf](#)

[1st Amendment to Minnis Dr. Transfer Station Lease Agreement_IESI_6.19.1998.pdf](#)

[2nd Amendment to Minnis Dr. Transfer Station Lease Agreement_Waste Connections_6.13.2022.pdf](#)



M E M O R A N D U M

February 23, 2026

To: City Council

From: Robert Briggs, Director of Economic Development

Subject: Request for Lease Extension – 2120 Minnis Dr. Haltom City, TX

PURPOSE

The purpose of this item is for City Council to consider approval of the Third Extension to the Lease Agreement between the City and Waste Connections for the property located at 2120 Minnis Drive.

The proposed extension will:

- Allow Waste Connections to continue operating its existing transfer station at the site;
- Encourage the continued provision of waste collection and related services to the community;
- Support Waste Connections' commitment to invest more than \$750,000 in capital improvements to the property, including environmental, dust mitigation, noise reduction, and safety enhancements; and
- Align the lease term with the duration of the City's existing waste services contract to ensure operational consistency and administrative efficiency.

BACKGROUND

Waste Connections currently leases and operates a transfer station facility at 2120 Minnis Drive and serves as a provider of waste services within the community. The company has requested an extension of the lease agreement to support ongoing operations and planned site investments.

The proposed lease extension is intended to provide continuity of service, promote operational stability, and facilitate planned capital improvements that are expected to enhance environmental performance and improve site conditions for surrounding areas. Staff has reviewed the request and coordinated with the City Attorney's Office to prepare the Third Extension to the Lease Agreement for Council consideration.

BUDGET IMPACT

Approval of the lease extension will allow the City to continue receiving lease payments for the property throughout the duration of the extended term. The total financial value associated with the lease extension is:

- Upon execution of the lease, lessee will pay, as advance base rent for the term, the sum of seventy-two thousand dollars (\$72,000).
- Lessee shall pay the City additional rental in the form of a royalty based on usage of the property. The royalty will be payable, with respect to non-recyclable materials accepted by the lessee from non-commercial haulers as defined below at the convenience/transfer station/drop-off point operated by the lessee on a per-load basis and royalties shall only be due with respect to those non-commercial haulers for which the lessee charges a fee at the facility:
 - Per Passenger Car - \$1.50
 - Per Pickup Truck - \$2.50
 - Per Other Vehicle - \$3.50

No additional expenditure is required as part of this action.

COMPLIANCE & LEGAL REVIEW

The Third Extension to the Lease Agreement has been drafted and reviewed by the City Attorney's Office to ensure compliance with applicable legal requirements and City policies.

RECOMMENDATION

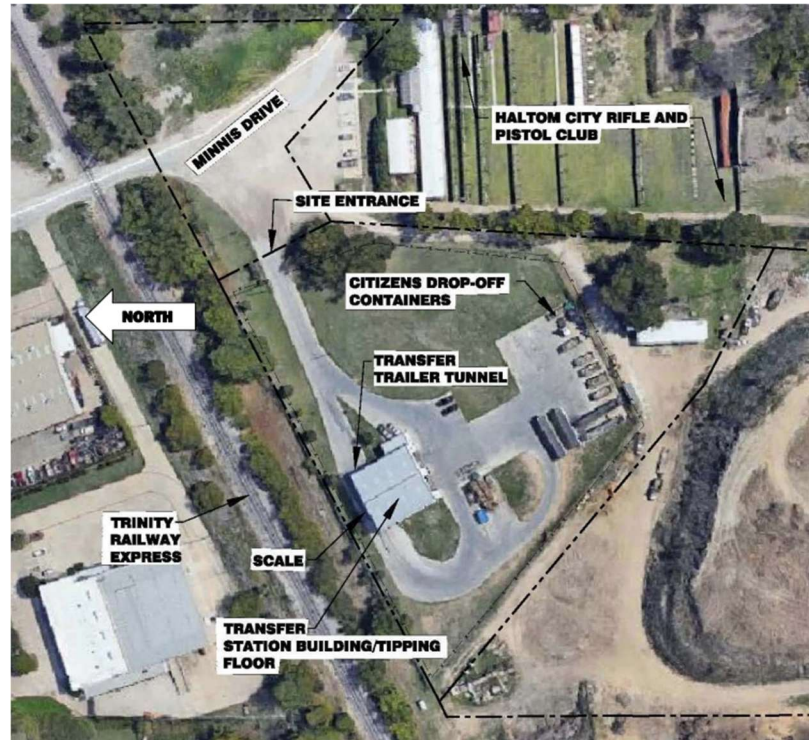
Staff recommends approval of the Third Extension to the Lease Agreement with Waste Connections for the property located at 2120 Minnis Drive.

Approval of the proposed lease extension is anticipated to provide several operational and community benefits, including:

- Continued professional partnership with Waste Connections and sustained availability of waste service operations supporting the community;
- Alignment between the City's operational needs and the tenant's continued use of the site, promoting operational consistency and efficiency;
- Implementation of enhanced dust control measures intended to improve air quality conditions;
- Increased environmental protection measures associated with planned capital improvements;
- Enhanced noise mitigation efforts to improve surrounding site conditions;
- Overall operational and site safety improvements; and
- Alignment of the lease term expiration with the existing waste services contract period to provide administrative clarity and long-term planning consistency.

SUPPORTING DOCUMENTATION:

- Third Amendment to Lease Agreement with Waste Connections Lone Star, Inc.
- Aerial Image/Property Overview:



CONTACTS:

Robert Briggs, Director of Economic Development
817.222.7746
rbriggs@haltomcitytx.com

Abel Moreno Jr., North Texas Municipal Manager
817.223.8186
Abel.moreno@wasteconnections.com

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE OF UNIMPROVED REAL ESTATE ("Third Amendment") is dated this 23rd day of February, 2026 (the "Third Amendment Effective Date"), by and between the City of Haltom City, Texas ("Lessor" or "City"), and Waste Connections Lone Star, Inc., formerly known as Progressive Waste Solutions of TX, Inc., formerly known as IESI TX Corporation, formerly known as Independent Environmental Services, Inc. ("Lessee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined), as amended. Lessor or City and Lessee may be referred to individually as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, Lessee and Lessor entered into that certain Lease of Unimproved Real Estate dated June 19, 1998, as amended by that certain First Amendment to Lease Agreement dated August 7, 2000, and by that certain Second Amendment to Lease Agreement dated June 13, 2022 (collectively, the "Lease") for approximately 4.5 acres of land situated in Tarrant County, Texas, as more particularly described in the Lease (the "Property"); and

WHEREAS, pursuant to the Lease, all improvements, including buildings, fixtures, machinery and equipment of whatsoever nature at any time constructed, made, installed, placed or maintained by Lessee upon the Property (the "Improvements"), are at all times owned by the Lessee and required to be kept in good repair and condition by Lessee; and

WHEREAS, Lessee now desires, at its sole expense, to make certain additional capital improvements upon the Property to improve operational efficiency and site conditions, and requests an extension of the Initial Term of the Lease to support such investment; and

WHEREAS, Lessor agrees to extend the term of the Lease, subject to the provisions contained herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. Term. Notwithstanding anything contained in the Lease to the contrary, the term of the Lease is hereby extended to expire on June 19, 2035.
2. Required Capital Improvements.

- A. Lessee shall design, construct, and complete, at its sole expense, certain capital improvements on the Property, with a total project cost of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Capital Improvements"), prior to June 19, 2028. Nothing herein shall be construed as requiring Lessor to fund, reimburse, or otherwise participate in the financing of such Capital Improvements.
 - B. Failure to complete the Capital Improvements in accordance with this Third Amendment shall constitute an event of default under the Lease, as amended, and subject to any opportunities to cure and subsequent termination rights.
 - C. The specific scope and design of Capital Improvements shall be determined by Lessee in its reasonable discretion, but shall be intended to address each of the following operational objectives:
 - i. Dust control and air quality improvements;
 - ii. Environmental protection measures;
 - iii. Noise mitigation; and
 - iv. Overall operational and site safety.
 - D. All Capital Improvements shall be subject to and completed in compliance with all applicable federal, state, and local laws and regulations, and must proceed through all required permitting, licensing and approval processes as required by applicable law or policy.
3. Counterparts. This Third Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Entire Agreement/Ratification. The Lease and this Third Amendment represent the entire agreement among the Parties with respect to the matters that are subject hereof. All terms and provisions of the Lease not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Lease" in this Third Amendment shall include the terms contained in this Third Amendment.
5. Conflicting Provisions. In the event of any conflict between the terms of the Lease and this Third Amendment, the terms of this Third Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment as of the Third Amendment Effective Date written above.

LESSOR:

Haltom City, Texas

By: _____

Title: _____

Name: _____

LESSEE:

Waste Connections Lone Star, Inc.

By: _____

Title: _____

Name: _____

LEASE OF UNIMPROVED REAL ESTATE

This lease ("Lease") is made and entered into by and between CITY OF HALTOM CITY, a municipal corporation located in Tarrant County, Texas ("City" or "Lessor") and INDEPENDENT ENVIRONMENTAL SERVICES, INC., a Texas corporation ("IESI" or "Lessee").

WHEREAS, on August 29, 1996, the City entered into a Contract for Residential and Commercial Refuse Collection ("Contract") with IESI, and, contemporaneously herewith, the City and IESI have entered into a First Amendment to the Contract to allow IESI to lease certain property from the City.

WITNESSETH:

It is hereby agreed as follows:

1. **Definitions.** As used in this Lease, the following terms shall have the meanings specified as follows:

"Default" means the occurrence and continuation of any of the Events of Default set forth in paragraphs 21 and 22 hereof beyond any applicable notice or time periods.

"Environmental Laws" means applicable federal, state and local laws relating to protection of the public health, welfare, and the environment, including without limitation, laws relating to the storage, handling and use of chemicals and other Hazardous Materials, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

"Environmental Proceedings" means any pending civil (including actions by private parties), criminal or administrative proceedings or investigations affecting the Existing Landfill relating to environmental, health or safety matters.

"Event of Default" means an event which, with applicable notice or lapse of time or both, would become a Default.

"Existing Conditions" means all facts, events, circumstances, and conditions existing or applicable at or prior to the date of the execution of this Lease with respect to the Property or City's use or operation thereof.

"Facility" means all assets and/or facilities of Lessee hereafter constructed or put in operation on the Property.

"Force Majeure Event" means any act of God, war, civil disturbance, court order, laws, acts or regulations of governmental bodies, labor disputes, failure or loss of supply or market, or any equipment failure or malfunction or other occurrence beyond the reasonable control of the party affected.

"Government Agency" means any federal, state, county, municipal or local government or any agency, department, instrumentality or political subdivision thereof.

"Hazardous Materials" means anything defined as a "contaminant" or "hazardous substance" under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or its state equivalent.

"Laws" means all applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of any Government Agency, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction pertaining to any matters arising under this Lease and/or the Contract (including, but not limited to, those pertaining to health or safety; to the construction, use or occupancy of the Property; and to the Environmental Laws), or the franchises and privileges connected therewith.

"Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing.

"TNRCC" means the Texas Natural Resources Conservation Commission and any successor government agency.

"Transaction Documents" means this Lease and the Contract.

2. **Location.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain tract of land comprised of approximately 4.5 acres of land situated in Tarrant County, Texas (the "Property") as more particularly described on Attachment 1 attached to and made a part of this Lease for all purposes, together with all and singular the rights and appurtenances pertaining to the Property, including without limitation any right, title, and interest of Lessor, as owner of the Property, in and to adjacent streets, alleys and rights-of-way, and all improvements located thereon.
3. **City's Representations.** City hereby represents and warrants to IESI as follows:
 - a. City possesses full power and authority to enter into the Transaction Documents and to perform its obligations thereunder. The execution and delivery of the Transaction Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary corporate actions. The Transaction Documents are valid and

binding obligations of City and enforceable against City in accordance with their terms.

- b. No third party consent or approval is required in connection with the execution, and performance by City of any its obligations as set forth in the Transaction Documents. The execution, delivery and performance by City of its obligations pursuant to the Transaction Documents by City will not: (i) require any approval by any Government Agency, (ii) contravene the City's charter, bylaws, or any applicable Laws, or (iii) contravene or result in any breach of or constitute a default under any indenture, mortgage, loan agreement, lease, contract or other agreement or instrument to which City is a party or by which the Property is bound, which contravention, breach or default would have a material adverse effect on the IESI's ability to perform its obligations under the Transaction Documents or interfere with IESI's use of the Property.
- c. There are no Environmental Proceedings or other actions or proceedings pending or threatened against City involving the Property before any court, tribunal, administrative agency, board or arbitrator.
- d. To the knowledge of City, there has been no Release and there is no threat of Release of any Hazardous Materials on, under, onto or from the Property, provided, City has informed IESI that a fire training center which may have utilized gasoline and diesel fuels for training exercises may have once been located on a portion of the Property and therefore it is possible that fossil fuels may be present on the Property.
- e. City is in compliance with all Environmental Laws with regard to the Property.

4. IESI's Representations. IESI hereby represents and warrants to City as follows:

- a. IESI is a corporation duly and validly organized and existing and in good standing under the laws of the State of Texas and possesses full power and authority to enter into the Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents by IESI and the performance and observance of the provisions thereof have been duly authorized by all necessary corporate actions. The Transaction Documents are valid and binding obligations of IESI enforceable against IESI in accordance with their terms.
- b. No third party consent or approval is required in connection with the execution, delivery and performance by IESI of any of the Transaction Documents. The execution, delivery and performance of the Transaction Documents by IESI will not: contravene or result in any breach of or constitute a default under any indenture, mortgage, loan agreement, lease,

contract or other agreement or instrument to which IESI is a party or by which it is bound, which contravention, breach or default would have a material adverse effect on the IESI's ability to perform its obligations under the Transaction Documents.

- c. There are no actions or proceedings pending or, to the best of IESI's knowledge, threatened against IESI before any court, tribunal, administrative agency, board or arbitrator that, if adversely determined, would adversely affect IESI's ability to perform its obligations under the Transaction Documents.

5. Term. The initial term of this Lease (the "Initial Term") shall commence on the date hereof and shall expire on the twenty-fifth (25th) anniversary of such date. The Initial Term of the Lease may be renewed and extended for two (2) additional successive periods of three (3) years each, commencing upon expiration of the term then in effect and expiring on the third (3rd) anniversary thereafter ("Renewal Terms") if both parties agree to such renewal and extension. The Initial Term and the successive Renewal Term(s), if applicable, are herein collectively referred to as the "Term." If the Initial Term is extended or renewed in accordance with this paragraph, either party, upon request of the other party, shall execute and acknowledge, in form suitable for recording, an instrument confirming any such extension or renewal.

6. Rent. Upon the execution of this Lease, Lessee has paid to Lessor, as advance base rent for the Term, the sum of seventy-two thousand dollars (\$72,000). Lessee shall pay the City additional rental in the form of a royalty based on usage of the Property. Such royalty will be payable with respect to non-recyclable materials accepted by IESI from non-commercial haulers (as defined below) at the convenience/transfer station/drop-off point operated by IESI on the Property on a per-load basis as follows:

Per passenger car	-	\$1.50
Per pickup truck	-	\$2.50
Per other vehicle	-	\$3.50

It is understood that the above royalties shall only be due with respect to those non-commercial haulers for which IESI charges a fee at its Facility; no royalty will be payable if no fee is levied (e.g. for haulers bringing recyclable material) and no royalty will be payable with respect to haulers for which a discount is granted pursuant to the following sentence. For purposes hereof, "non-commercial haulers" are persons or firms bringing materials to the Facility in any type of vehicle other than firms whose primary business is the collection or hauling of refuse, debris, garbage or rubbish for profit hauled in truck bodies or containers designed solely for garbage or refuse collection. IESI will discount its disposal fees at the Facility by 25% for Haltom City residents who produce a current Haltom City water bill with picture identification showing an address conforming to the water bill; provided, this shall apply only to residential trash

and shall not include any hazardous or other non-acceptable waste or any waste hauled for a fee. IESI will maintain records of all incoming non-commercial haulers to include numbered gate tickets, a ticket log and a video camera recording all incoming loads, with videotapes to be maintained for a minimum of three (3) months and up to six (6) months if so requested by City. The royalty rates set forth above will be adjusted upward in proportion to any increase in IESI's fees charged for disposal by non-commercial haulers at its Facility unless such increase results from increased costs incurred by IESI as a result of new regulations of any Government Agency or any changes in current regulations. In addition, the royalty rates set forth above will be adjusted upward if the royalties paid to Lessor do not equal at least 50% of Lessee's "profits" (as defined below) from non-commercial haulers at the Facility. For purposes hereof, Lessee shall maintain books and records for the Facility as a separate profit center on a calendar year basis. The profit (before federal income taxes) for the Facility on an overall basis as reflected in Lessee's books and records shall be determined as of the end of the first calendar year of operation of the Facility and annually thereafter. The profit shall be divided by the gross revenue for the Facility for the same period as reflected in Lessee's books and records to determine the "profit percentage". The profit percentage will be multiplied by the amount of disposal fees received by Lessee from non-commercial haulers at the Facility for the same period and the product of such calculation shall be deemed Lessee's "profit" for purposes hereof. If the royalty payments to Lessor for the period covered by such calculation are less than 50% of Lessee's "profit" as calculated above, then Lessee shall pay the amount of such difference to Lessor as additional rent hereunder; provided, however, that if such calculation shows that Lessor's royalties exceeded 50% of Lessee's "profit" as so calculated, then the amount of such excess shall be carried forward and credited against any additional rent due under a calculation for a subsequent period. Lessor shall have the right to audit Lessee's books and records relating to the Facility to determine the accuracy of royalty payments hereunder, but such payments shall be conclusively deemed correct if not challenged by Lessor within three (3) years after payment.

7. Acceptance of Premises. Lessee acknowledges that it has fully inspected the Property and accepts the Property, and any improvements situated on the Property, as suitable for the purposes for which the Property is leased in its present condition.
8. Use of Property. The Property shall be used and occupied only for the purposes of operating a recycling facility, processing facility, convenience/transfer station, drop-off point for refuse, debris, garbage and rubbish, garage and storage for vehicles and containers, offices and other uses related to Lessee's business. Lessee shall at its own expense obtain any and all governmental licenses and permits necessary for such uses. The City covenants that, for so long as IESI is not materially in breach or in default of any of its obligations under the Lease, neither City nor anyone claiming by, through or under City shall interfere with IESI's use or possession of the Property during the Term of this Lease.

9. Title to Improvements. It is expressly agreed that any and all buildings, improvements, fixtures, machinery and equipment of whatsoever nature at any time constructed, made, installed, placed or maintained by IESI upon the Property (collectively, the "Improvements") (a) are not the subject of this Lease; (b) shall be and remain the property of IESI; and (c) may be removed from the Property by IESI at the expiration of the Term or earlier termination of this Lease. Notwithstanding the above, the Improvements shall be removed from the Property by IESI after such expiration or termination upon City's request.
10. Permits. Upon IESI's request, City shall use reasonable efforts to support and cooperate with IESI in its efforts to obtain, the issuance of any and all Government Agency permits, licenses, certificates and approvals that are required in connection with the uses permitted in this Lease (hereinafter collectively referred to as the "Permits"). City shall provide the services of its employees in this respect at City's sole cost and expense. IESI shall, on the other hand, be solely responsible for all reasonable and necessary out-of-pocket costs (not otherwise incurred by City), filing fees, issuance fees, charges and other fees and expenses levied, assessed or required by such Government Agencies, and other fees and charges, including but not limited to, fees and charges for consultants and other contract services incurred by City in connection with the Permits. IESI shall reimburse City, upon request, for any such reasonable fees, charges, expenses, costs, payments and/or advances therefor made and/or incurred by City.
11. Compliance With Law. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to its use of the Property, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in or upon, or connected with the Property, all at Lessee's sole expense.
12. Real Estate and Personal Property Taxes. Lessee shall pay as additional rental upon receipt of a statement all real estate taxes on the Property, apportioned for any partial calendar year of the Term and all taxes on personal property used or installed by IESI on the Property.
13. Maintenance By Lessee. Lessee shall maintain in good repair and condition at its expense and risk all Improvements on the Property. In the event Lessee shall fail to maintain the Property in accordance with this paragraph, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and Lessee shall, on demand, reimburse Lessor for all reasonable costs expended by Lessor. Lessee further agrees that it will periodically pick up litter that may be associated with the Facility along the access route to the Property, being Minnis Road from its intersection with Highway 121 to the entrance to the Property. Litter pick-up will be performed by Lessee at least weekly, unless requested more frequently by Lessor.

14. Insurance Provided by Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability and property damage insurance covering Lessor as well as Lessee with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish Lessor with certificates of all insurance required by this paragraph. If Lessee does not maintain insurance in full force and effect, Lessor may notify Lessee of the failure and if Lessee does not deliver to Lessor within thirty (30) days after the notice certification showing all insurance to be in full force and effect, Lessor may, at its option, take out the necessary insurance to comply with this provision and pay the premiums on the items in the notice, with interest at the rate of 10% per annum from the date of payment by Lessor until repaid by Lessee.
15. Lessor's Right of Entry. Lessor and its authorized agents shall have the right, during normal business hours and upon reasonable notice, to enter the Property: (a) to inspect the general condition, or (b) for any other reasonable purpose. Lessor or its agents shall be accompanied by an employee or other representative of Lessee at all times during such entry and inspection. Lessee shall provide an employee or other representative to accompany Lessor in its entry or inspection at any reasonable time requested by Lessor during normal operating hours.
16. Retained Access. It is understood that Lessor owns property adjacent to the Property for which access is needed across the Property. Lessee agrees that Lessor and its successors and assigns as owners of such adjoining property shall have the right of ingress and egress thereto across the Property by an access easement 25 feet wide, provided (a) such right and easement shall only apply in respect of a specific route designated by Lessee from time to time to minimize interference with Lessee's use of the Property, and (b) Lessee shall never be obligated to pave, improve, grade or maintain such access route unless such access route is relocated at the request of Lessee, in which event Lessee shall be obligated to pave, grade or improve such new access route to a condition similar to the preexisting access route, and (c) any use of such access right shall be at the sole risk of the user, with Lessee to have no responsibility therefor except as proximately caused by Lessee's sole negligence, and (d) the route of such access easement shall not be altered by Lessee unless Lessor's consent is obtained, which consent shall not be unreasonably withheld or delayed. The precise location of the access easement shall be shown on an easement to be recorded in the Tarrant County Deed Records by Lessor, and Lessee hereby consents to such recording.
17. Utility Services. Lessee shall pay the costs of all utility services, including without limitation, initial connection charges, all charges for gas, water, and electricity used on the Property, and for all electrical lights, lamps, and tubes.
18. Assignment and Subleasing. Lessee shall not, without the prior written consent of Lessor, assign this lease or sublet the Property or any portion thereof; provided, that no such consent shall be required for an assignment made to an

affiliate of Lessee or in connection with a merger or sale of all or substantially all of Lessee's assets and where any consent is required, it will not be unreasonably withheld. Any assignment or subletting shall be expressly subject to all terms and provisions of this Lease, including without limitation the provisions of paragraph 8 pertaining to the use of the Property. In the event of any assignment or subletting, Lessee shall remain fully liable for the full performance of all of Lessee's obligations under this Lease. Lessee shall not assign its rights hereunder or sublet the Property without first obtaining a written agreement from its assignee or sublessee whereby such assignee or sublessee agrees to be bound by the terms of this Lease. No assignment or subletting shall constitute a novation. In the event of the occurrence of any Event of Default after the Property has been assigned or sublet, Lessor, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from assignee or sublessee all rents becoming due under the assignment or subletting and apply the rent against any sums due to Lessor hereunder. No direct collection by Lessor from any assignee or sublessee shall release Lessee from the performance of its obligations hereunder.

19. Existing Conditions. City agrees to waive, discharge, and release, and covenants not to sue, IESI for any claims or causes of action, whatsoever in nature, known or unknown, whether past, present, or future, based on, arising from, or related to Existing Conditions. Subject to the foregoing, IESI agrees that it will be responsible for all conditions at the Property, including Existing Conditions. This paragraph shall survive the expiration or termination of this Lease. Lessee shall take good care of the Property during the Initial Term or any Renewal Terms of this Lease and shall suffer no waste on the Property. Lessee shall comply with all Environmental Laws pertaining to Lessee's use of the Property. Lessee covenants and agrees that upon expiration or termination of this Lease, Lessee shall deliver possession of the Property to Lessor in good condition, free of any Hazardous Materials. Lessee shall indemnify and hold harmless Lessor, its officers, agents, servants and employees, from all expenses, losses, charges, assessments, liens, or liabilities associated with the removal, disposal or cleanup of Hazardous Materials on the Property as a result of Lessee's use of the Property.

20. Indemnity.

- a. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or visitors, or to any other person whomsoever, for injury to persons or damage to property on or about the Property or any adjacent area owned by Lessor caused by the negligence or misconduct of Lessee, its employees, sublessees, licensees, or concessionaires, or any other person entering the Property under express or implied invitation of Lessee, or arising out of the use of the Property by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder; and, except as provided otherwise in paragraph 16, Lessee hereby agrees to indemnify Lessor and

Lessor's officers, agents, servants and employees hold them harmless from any loss, expense, or claims arising out of such damage or injury.

- b. Except as provided otherwise in paragraph 16, Lessee hereby covenants and agrees to indemnify and save harmless Lessor from and against any and all claims, demands, actions, damages, costs, expenses, attorneys fees and liability in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, at, upon or from the Property, or the use of, condition, or occupancy of the Property by Lessee, or occasioned wholly or in part by any act or omission of Lessee.

21. Default by Lessee. The following events shall be deemed to be Events of Default by Lessee under this Lease.

- a. Failure of Lessee to pay any installment of the rent or other sum payable to Lessor hereunder which continues for thirty (30) days after Lessee's receipt of notice of non-payment.
- b. Failure of Lessee to comply with any term, condition, or covenant of this lease, other than the payment of rent or other sum of money, when the failure continues for sixty (60) days after written notice to Lessee; provided, Lessee shall not be in default if it commences to cure such nonperformance or noncompliance during such sixty (60) day period and uses reasonable efforts to cure the nonperformance or noncompliance as soon as is reasonably practicable.
- c. Lessee's insolvency, the making by Lessee of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee.
- d. Filing by Lessee of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Lessee, or adjudication of Lessee as a bankrupt or insolvent in proceedings filed against Lessee.
- e. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee.

22. Default by City. The following shall be considered Events of Default by City under this Lease:

- a. Any disturbance of IESI in its possession of the Property or a violation of the representations and covenants in Sections 3 and 8 of this Lease.
- b. Nonperformance by City of or City's noncompliance with any obligation or covenant contained herein or in any other Transaction Document,

which nonperformance or noncompliance continues for sixty (60) days after receipt of written notice thereof.

23. Default Remedies. Upon an Event of Default by IESI, City may, as its sole and exclusive remedy, terminate this Lease by providing written notice thereof to IESI, retain all advance base rent, and proceed as permitted in paragraph 24. In such case, IESI shall have sixty (60) days to vacate the Property and remove any Improvements that it desires to remove. Upon an Event of Default by City, IESI may suspend all further performance of its obligations under the Lease without liability to City until such time as City cures the Event of Default, may terminate the Lease or may seek any other remedy available in law or equity.
24. Lessor's Lien. IN ADDITION TO THE STATUTORY LESSOR'S LIEN, LESSEE GRANTS TO LESSOR A SECURITY INTEREST TO SECURE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY BECOMING DUE HEREUNDER FROM LESSEE UPON ALL EQUIPMENT AND OTHER PERSONAL PROPERTY OF LESSEE SITUATED IN OR UPON THE PROPERTY. LESSEE'S IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT THE CONSENT OF LESSOR UNTIL ALL ARREARAGE IN RENT AND OTHER SUMS OF MONEY THEN DUE TO LESSOR HEREUNDER SHALL FIRST HAVE BEEN PAID AND DISCHARGED. UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, LESSOR MAY, IN ADDITION TO ANY OTHER REMEDIES PROVIDED HEREIN OR BY LAW, ENTER UPON THE PROPERTY AND TAKE POSSESSION OF ANY AND ALL EQUIPMENT, AND OTHER PERSONAL PROPERTY OF LESSEE SITUATED ON THE PREMISES WITHOUT LIABILITY FOR TRESPASS OR CONVERSION, AND SELL THE SAME AT PUBLIC OR PRIVATE SALE, WITH OR WITHOUT HAVING THE PROPERTY AT THE SALE, AFTER GIVING LESSEE REASONABLE NOTICE OF THE TIME AND PLACE OF THE SALE. UNLESS OTHERWISE REQUIRED BY LAW, NOTICE TO LESSEE OF THE SALE SHALL BE DEEMED SUFFICIENT IF GIVEN IN THE MANNER PRESCRIBED IN THIS LEASE AT LEAST TEN (10) DAYS BEFORE THE TIME OF THE SALE. ANY PUBLIC SALE MADE UNDER THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN CONDUCTED IN A COMMERCIALLY REASONABLE MANNER IF HELD ON THE PROPERTY. AFTER THE TIME, PLACE, AND METHOD OF SALE AND A GENERAL DESCRIPTION OF THE TYPES OF PROPERTY TO BE SOLD HAVE BEEN ADVERTISED IN A DAILY NEWSPAPER PUBLISHED IN TARRANT COUNTY, TEXAS, FOR FIVE (5) CONSECUTIVE DAYS BEFORE THE DATE OF THE SALE, LESSOR OR ITS ASSIGNS MAY PURCHASE AT A PUBLIC SALE AND, UNLESS PROHIBITED BY LAW, AT A PRIVATE SALE. THE PROCEEDS FROM ANY DISPOSITION DEALT WITH IN THIS PARAGRAPH, LESS ANY AND ALL EXPENSES CONNECTED WITH THE TAKING OF POSSESSION, HOLDING AND SELLING OF THE PROPERTY (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES), SHALL BE APPLIED AS A CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE SECURITY INTEREST

GRANTED HEREIN. ANY SURPLUS SHALL BE PAID TO LESSEE OR AS OTHERWISE REQUIRED BY LAW. LESSEE SHALL PAY ANY DEFICIENCIES. UPON REQUEST BY LESSOR, LESSEE AGREES TO EXECUTE AND DELIVER TO LESSOR A FINANCING STATEMENT IN A FORM SUFFICIENT TO PERFECT THE SECURITY INTEREST OF LESSOR IN THE AFOREMENTIONED PROPERTY AND PROCEEDS THEREOF UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE IN FORCE IN THE STATE OF TEXAS. THE STATUTORY LIEN FOR RENT IS EXPRESSLY RESERVED. THE SECURITY INTEREST HEREIN GRANTED IS IN ADDITION AND SUPPLEMENTARY THERETO.

25. Attorney's Fees. If, because of any breach or Default by Lessor or Lessee of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should the party prevail, it shall be entitled to any reasonable attorneys fees incurred in connection therewith.
26. Waiver of Default. No waiver by the parties of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein.
27. Force Majeure. In the event performance by either party of any term, condition, or covenant of this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil disturbance, riot, flood, and any other cause not within the control of such party, the period of performance of the term, condition, or covenant shall be extended for a period equal to the period such party is so delayed or hindered.
28. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.
29. Captions. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent should arise.
30. Successors. The terms, conditions, and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.
31. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

32. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, three (3) days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at other addresses as may have been specified by written notice delivered in accordance herewith.
33. Entire Agreement. This Lease is the entire agreement of the parties concerning the subject matter to which it relates, and shall not be modified except in writing signed by all parties hereto.
34. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same instrument.
35. Estoppels. Each party hereto agrees that at any time and from time to time during the Term of this Lease, it will promptly, but in no event later than thirty (30) days after request by the other party hereto, execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee or mortgagee or third party designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Rent has been paid; (c) whether or not to the best knowledge of the certifying party, the other party is then in default in the performance of any covenant, agreement or condition contained in this Lease, and, if there is any such default, specifying the nature and extent thereof; and (d) a statement of the address to which notices to the certifying party should be sent.
36. Relationship of the Parties. The execution and delivery of this Lease shall not be deemed to create a partnership, agency or other business relationship between City and IESI, other than the tenancy created hereunder.
37. Recording. Promptly upon the request of either party, the parties agree to execute and acknowledge a Memorandum of this Lease in form sufficient for recording in the Deed Records of Tarrant County, Texas.

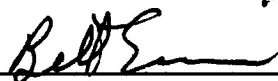
SIGNED at Haltom City, Texas, this 19th day of June, 1998.

LESSOR

Addresses for Notices:

CITY OF HALTOM CITY

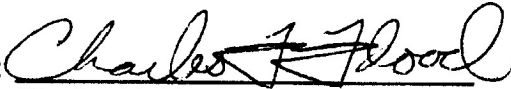
5024 Broadway Avenue
Haltom City, Texas 76117
Attention: City Manager

By: 
City Manager

LESSEE

**INDEPENDENT ENVIRONMENTAL
SERVICES, INC.**

3330 North Beach Street
Haltom City, Texas 76117
Attention: President

By: 
Charles F. Flood

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF
HALTOM CITY AND INDEPENDENT ENVIRONMENTAL SERVICES, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, on or about June 19, 1998, the City of Haltom City ("City" or "Lessor") and Independent Environmental Services, Inc., a Texas Corporation ("IESI" or "Lessee") entered into a lease agreement (the "Lease") for real property in connection with a contract for residential and commercial refuse collection; and

WHEREAS the City and IESI now desire to amend the lease in certain respects relating to the operation of the convenience\transfer station as set forth below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

SECTION 1.

The Lease is amended by adding a new section 6A as follows:

6A. Cost of Railroad Crossing Signal.

If a railroad crossing signal is constructed at Minnis Drive at the entrance to the Facility, IESI will pay all the costs of such signal up front. Under no circumstances will the City be required to pay any costs associated with construction of such signal. IESI shall be entitled amortize the cost of such signal over the remainder of the 25 year Initial Term of this Lease (the "annual amortized amount"), and recoup such costs as set forth in this section. If such signal is constructed, IESI shall be entitled to deduct the annual amortized amount from the annual profit calculation as set forth in section 6, such that the amount of profit to which the City would otherwise be entitled is reduced by one-half (50%) of the annual amortized amount.

SECTION 2.

Section 8 of the Lease is amended to read as follows:

8. Use of Property. The Property shall be used and occupied only for the purposes of operating a recycling facility, processing facility, convenience/transfer station, drop-off point for

refuse, debris, garbage and rubbish, garage and storage for vehicles and containers, offices and other uses related to Lessee's business. In this regard, Lessee specifically agrees and covenants that:

- a. IESI will respond to and correct any odor problem(s) within 24 hours of receipt of notice of same from the City;
- b. All processing and unloading (except for citizen recycling drop off) will take place inside the building at the Facility;
- c. All containers for recyclable goods will be located on the south side of the building at the Facility just off of the ramp identified in the approved site plan;
- d. No containers other than six recycling containers will be kept on the Property, outside the building, which containers must be covered at all times;
- e. No outside storage will be permitted, except for the covered containers referred to in paragraph 8.d. above; and
- f. If a railroad crossing signal is constructed at Minnis Drive, IESI will pay for the cost of such signal up front, and shall be entitled to recoup such costs as set forth in Section 6A of this Lease.

Failure of Lessee to comply with any of the above conditions or covenants shall constitute an event of default pursuant to Section 21 of this Lease. Lessee shall at its own expense obtain any and all governmental licenses and permits necessary for such uses. City covenants that, for so long as IESI is not materially in breach or in default of any of its obligations under this Lease, neither City nor anyone claiming by, through or under City shall interfere with IESI's use or possession of the Property during the Term of this Lease.

SECTION 3.

Section 21 of the Lease is amended by adding the following:

- f. Failure of Lessee to comply with any term, condition or covenant contained in Section 8 of the Lease.

SECTION 4.

All other terms, conditions, and covenants of the Lease which are not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the contracting parties by our duly authorized agents hereby affix our signatures on this the 7 day of AUGUST, 2000.

CITY OF HALTOM CITY



Bill Eisen, City Manager

City of Haltom City

5024 Broadway Avenue

P.O. Box 14246

Haltom City, Texas 76117

INDEPENDENT ENVIRONMENTAL SERVICES, INC.



Charles F. Flood

President

LEASE OF UNIMPROVED REAL ESTATE

This lease ("Lease") is made and entered into by and between CITY OF HALTOM CITY, a municipal corporation located in Tarrant County, Texas ("City" or "Lessor") and INDEPENDENT ENVIRONMENTAL SERVICES, INC., a Texas corporation ("IESI" or "Lessee").

WHEREAS, on August 29, 1996, the City entered into a Contract for Residential and Commercial Refuse Collection ("Contract") with IESI, and, contemporaneously herewith, the City and IESI have entered into a First Amendment to the Contract to allow IESI to lease certain property from the City.

WITNESSETH:

It is hereby agreed as follows:

1. Definitions. As used in this Lease, the following terms shall have the meanings specified as follows:

"Default" means the occurrence and continuation of any of the Events of Default set forth in paragraphs 21 and 22 hereof beyond any applicable notice or time periods.

"Environmental Laws" means applicable federal, state and local laws relating to protection of the public health, welfare, and the environment, including without limitation, laws relating to the storage, handling and use of chemicals and other Hazardous Materials, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas.

"Environmental Proceedings" means any pending civil (including actions by private parties), criminal or administrative proceedings or investigations affecting the Existing Landfill relating to environmental, health or safety matters.

"Event of Default" means an event which, with applicable notice or lapse of time or both, would become a Default.

"Existing Conditions" means all facts, events, circumstances, and conditions existing or applicable at or prior to the date of the execution of this Lease with respect to the Property or City's use or operation thereof.

"Facility" means all assets and/or facilities of Lessee hereafter constructed or put in operation on the Property.

"Force Majeure Event" means any act of God, war, civil disturbance, court order, laws, acts or regulations of governmental bodies, labor disputes, failure or loss of supply or market, or any equipment failure or malfunction or other occurrence beyond the reasonable control of the party affected.

"Government Agency" means any federal, state, county, municipal or local government or any agency, department, instrumentality or political subdivision thereof.

"Hazardous Materials" means anything defined as a "contaminant" or "hazardous substance" under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or its state equivalent.

"Laws" means all applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of any Government Agency, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction pertaining to any matters arising under this Lease and/or the Contract (including, but not limited to, those pertaining to health or safety; to the construction, use or occupancy of the Property; and to the Environmental Laws), or the franchises and privileges connected therewith.

"Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing.

"TNRCC" means the Texas Natural Resources Conservation Commission and any successor government agency.

"Transaction Documents" means this Lease and the Contract.

2. Location. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain tract of land comprised of approximately 4.5 acres of land situated in Tarrant County, Texas (the "Property") as more particularly described on Attachment 1 attached to and made a part of this Lease for all purposes, together with all and singular the rights and appurtenances pertaining to the Property, including without limitation any right, title, and interest of Lessor, as owner of the Property, in and to adjacent streets, alleys and rights-of-way, and all improvements located thereon.
3. City's Representations. City hereby represents and warrants to IESI as follows:
 - a. City possesses full power and authority to enter into the Transaction Documents and to perform its obligations thereunder. The execution and delivery of the Transaction Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary corporate actions. The Transaction Documents are valid and

binding obligations of City and enforceable against City in accordance with their terms.

- b. No third party consent or approval is required in connection with the execution, and performance by City of any its obligations as set forth in the Transaction Documents. The execution, delivery and performance by City of its obligations pursuant to the Transaction Documents by City will not: (i) require any approval by any Government Agency, (ii) contravene the City's charter, bylaws, or any applicable Laws, or (iii) contravene or result in any breach of or constitute a default under any indenture, mortgage, loan agreement, lease, contract or other agreement or instrument to which City is a party or by which the Property is bound, which contravention, breach or default would have a material adverse effect on the IESI's ability to perform its obligations under the Transaction Documents or interfere with IESI's use of the Property.
- c. There are no Environmental Proceedings or other actions or proceedings pending or threatened against City involving the Property before any court, tribunal, administrative agency, board or arbitrator.
- d. To the knowledge of City, there has been no Release and there is no threat of Release of any Hazardous Materials on, under, onto or from the Property, provided, City has informed IESI that a fire training center which may have utilized gasoline and diesel fuels for training exercises may have once been located on a portion of the Property and therefore it is possible that fossil fuels may be present on the Property.
- e. City is in compliance with all Environmental Laws with regard to the Property.

4. IESI's Representations. IESI hereby represents and warrants to City as follows:

- a. IESI is a corporation duly and validly organized and existing and in good standing under the laws of the State of Texas and possesses full power and authority to enter into the Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents by IESI and the performance and observance of the provisions thereof have been duly authorized by all necessary corporate actions. The Transaction Documents are valid and binding obligations of IESI enforceable against IESI in accordance with their terms.
- b. No third party consent or approval is required in connection with the execution, delivery and performance by IESI of any of the Transaction Documents. The execution, delivery and performance of the Transaction Documents by IESI will not: contravene or result in any breach of or constitute a default under any indenture, mortgage, loan agreement, lease,

contract or other agreement or instrument to which IESI is a party or by which it is bound, which contravention, breach or default would have a material adverse effect on the IESI's ability to perform its obligations under the Transaction Documents.

c. There are no actions or proceedings pending or, to the best of IESI's knowledge, threatened against IESI before any court, tribunal, administrative agency, board or arbitrator that, if adversely determined, would adversely affect IESI's ability to perform its obligations under the Transaction Documents.

1998-2023
2023-2029

5. Term. The initial term of this Lease (the "Initial Term") shall commence on the date hereof and shall expire on the twenty-fifth (25th) anniversary of such date. The Initial Term of the Lease may be renewed and extended for two (2) additional successive periods of three (3) years each, commencing upon expiration of the term then in effect and expiring on the third (3rd) anniversary thereafter ("Renewal Terms") if both parties agree to such renewal and extension. The Initial Term and the successive Renewal Term(s), if applicable, are herein collectively referred to as the "Term." If the Initial Term is extended or renewed in accordance with this paragraph, either party, upon request of the other party, shall execute and acknowledge, in form suitable for recording, an instrument confirming any such extension or renewal.

6. Rent. Upon the execution of this Lease, Lessee has paid to Lessor, as advance base rent for the Term, the sum of seventy-two thousand dollars (\$72,000). Lessee shall pay the City additional rental in the form of a royalty based on usage of the Property. Such royalty will be payable with respect to non-recyclable materials accepted by IESI from non-commercial haulers (as defined below) at the convenience/transfer station/drop-off point operated by IESI on the Property on a per-load basis as follows:

Per passenger car	-	\$1.50
Per pickup truck	-	\$2.50
Per other vehicle	-	\$3.50

what about
commercial vehicle

It is understood that the above royalties shall only be due with respect to those non-commercial haulers for which IESI charges a fee at its Facility; no royalty will be payable if no fee is levied (e.g. for haulers bringing recyclable material) and no royalty will be payable with respect to haulers for which a discount is granted pursuant to the following sentence. For purposes hereof, "non-commercial haulers" are persons or firms bringing materials to the Facility in any type of vehicle other than firms whose primary business is the collection or hauling of refuse, debris, garbage or rubbish for profit hauled in truck bodies or containers designed solely for garbage or refuse collection. IESI will discount its disposal fees at the Facility by 25% for Haltom City residents who produce a current Haltom City water bill with picture identification showing an address conforming to the water bill; provided, this shall apply only to residential trash

and shall include any hazardous or other non-acceptable waste or any waste hauled for a fee. IESI will maintain records on all incoming non-commercial haulers to include numbered gate tickets, a ticket log and a video camera recording all incoming loads, with videotapes to be maintained for a minimum of three (3) months and up to six (6) months if so requested by City. The royalty rates set forth above will be adjusted upward in proportion to any increase in IESI's fees charged for disposal by non-commercial haulers at its Facility unless such increase results from increased costs incurred by IESI as a result of new regulations of any Government Agency or any changes in current regulations. In addition, the royalty rates set forth above will be adjusted upward if the royalties paid to Lessor do not equal at least 50% of Lessee's "profits" (as defined below) from non-commercial haulers at the Facility. For purposes hereof, Lessee shall maintain books and records for the Facility as a separate profit center on a calendar year basis. The profit (before federal income taxes) for the Facility on an overall basis as reflected in Lessee's books and records shall be determined as of the end of the first calendar year of operation of the Facility and annually thereafter. The profit shall be divided by the gross revenue for the Facility for the same period as reflected in Lessee's books and records to determine the "profit percentage". The profit percentage will be multiplied by the amount of disposal fees received by Lessee from non-commercial haulers at the Facility for the same period and the product of such calculation shall be deemed Lessee's "profit" for purposes hereof. If the royalty payments to Lessor for the period covered by such calculation are less than 50% of Lessee's "profit" as calculated above, then Lessee shall pay the amount of such difference to Lessor as additional rent hereunder; provided, however, that if such calculation shows that Lessor's royalties exceeded 50% of Lessee's "profit" as so calculated, then the amount of such excess shall be carried forward and credited against any additional rent due under a calculation for a subsequent period. Lessor shall have the right to audit Lessee's books and records relating to the Facility to determine the accuracy of royalty payments hereunder, but such payments shall be conclusively deemed correct if not challenged by Lessor within three (3) years after payment.

7. Acceptance of Premises. Lessee acknowledges that it has fully inspected the Property and accepts the Property, and any improvements situated on the Property, as suitable for the purposes for which the Property is leased in its present condition.
8. Use of Property. The Property shall be used and occupied only for the purposes of operating a recycling facility, processing facility, convenience/transfer station, drop-off point for refuse, debris, garbage and rubbish, garage and storage for vehicles and containers, offices and other uses related to Lessee's business. Lessee shall at its own expense obtain any and all governmental licenses and permits necessary for such uses. The City covenants that, for so long as IESI is not materially in breach or in default of any of its obligations under the Lease, neither City nor anyone claiming by, through or under City shall interfere with IESI's use or possession of the Property during the Term of this Lease.

9. Title to Improvements. It is expressly agreed that any and all buildings, improvements, fixtures, machinery and equipment of whatsoever nature at any time constructed, made, installed, placed or maintained by IESI upon the Property (collectively, the "Improvements") (a) are not the subject of this Lease; (b) shall be and remain the property of IESI; and (c) may be removed from the Property by IESI at the expiration of the Term or earlier termination of this Lease. Notwithstanding the above, the Improvements shall be removed from the Property by IESI after such expiration or termination upon City's request.
10. Permits. Upon IESI's request, City shall use reasonable efforts to support and cooperate with IESI in its efforts to obtain, the issuance of any and all Government Agency permits, licenses, certificates and approvals that are required in connection with the uses permitted in this Lease (hereinafter collectively referred to as the "Permits"). City shall provide the services of its employees in this respect at City's sole cost and expense. IESI shall, on the other hand, be solely responsible for all reasonable and necessary out-of-pocket costs (not otherwise incurred by City), filing fees, issuance fees, charges and other fees and expenses levied, assessed or required by such Government Agencies, and other fees and charges, including but not limited to, fees and charges for consultants and other contract services incurred by City in connection with the Permits. IESI shall reimburse City, upon request, for any such reasonable fees, charges, expenses, costs, payments and/or advances therefor made and/or incurred by City.
11. Compliance With Law. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to its use of the Property, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in or upon, or connected with the Property, all at Lessee's sole expense.
12. Real Estate and Personal Property Taxes. Lessee shall pay as additional rental upon receipt of a statement all real estate taxes on the Property, apportioned for any partial calendar year of the Term and all taxes on personal property used or installed by IESI on the Property.
13. Maintenance By Lessee. Lessee shall maintain in good repair and condition at its expense and risk all Improvements on the Property. In the event Lessee shall fail to maintain the Property in accordance with this paragraph, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and Lessee shall, on demand, reimburse Lessor for all reasonable costs expended by Lessor. Lessee further agrees that it will periodically pick up litter that may be associated with the Facility along the access route to the Property, being Minnis Road from its intersection with Highway 121 to the entrance to the Property. Litter pick-up will be performed by Lessee at least weekly, unless requested more frequently by Lessor.

14. Insurance provided by Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability and property damage insurance covering Lessor as well as Lessee with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish Lessor with certificates of all insurance required by this paragraph. If Lessee does not maintain insurance in full force and effect, Lessor may notify Lessee of the failure and if Lessee does not deliver to Lessor within thirty (30) days after the notice certification showing all insurance to be in full force and effect, Lessor may, at its option, take out the necessary insurance to comply with this provision and pay the premiums on the items in the notice, with interest at the rate of 10% per annum from the date of payment by Lessor until repaid by Lessee.
15. Lessor's Right of Entry. Lessor and its authorized agents shall have the right, during normal business hours and upon reasonable notice, to enter the Property: (a) to inspect the general condition, or (b) for any other reasonable purpose. Lessor or its agents shall be accompanied by an employee or other representative of Lessee at all times during such entry and inspection. Lessee shall provide an employee or other representative to accompany Lessor in its entry or inspection at any reasonable time requested by Lessor during normal operating hours.
16. Retained Access. It is understood that Lessor owns property adjacent to the Property for which access is needed across the Property. Lessee agrees that Lessor and its successors and assigns as owners of such adjoining property shall have the right of ingress and egress thereto across the Property by an access easement 25 feet wide, provided (a) such right and easement shall only apply in respect of a specific route designated by Lessee from time to time to minimize interference with Lessee's use of the Property, and (b) Lessee shall never be obligated to pave, improve, grade or maintain such access route unless such access route is relocated at the request of Lessee, in which event Lessee shall be obligated to pave, grade or improve such new access route to a condition similar to the preexisting access route, and (c) any use of such access right shall be at the sole risk of the user, with Lessee to have no responsibility therefor except as proximately caused by Lessee's sole negligence, and (d) the route of such access easement shall not be altered by Lessee unless Lessor's consent is obtained, which consent shall not be unreasonably withheld or delayed. The precise location of the access easement shall be shown on an easement to be recorded in the Tarrant County Deed Records by Lessor, and Lessee hereby consents to such recording.
17. Utility Services. Lessee shall pay the costs of all utility services, including without limitation, initial connection charges, all charges for gas, water, and electricity used on the Property, and for all electrical lights, lamps, and tubes.
18. Assignment and Subleasing. Lessee shall not, without the prior written consent of Lessor, assign this lease or sublet the Property or any portion thereof; provided, that no such consent shall be required for an assignment made to an

affiliate of Lessee or in connection with a merger or sale of all or substantially all of Lessee's assets and where any consent is required, it will not be unreasonably withheld. Any assignment or subletting shall be expressly subject to all terms and provisions of this Lease, including without limitation the provisions of paragraph 8 pertaining to the use of the Property. In the event of any assignment or subletting, Lessee shall remain fully liable for the full performance of all of Lessee's obligations under this Lease. Lessee shall not assign its rights hereunder or sublet the Property without first obtaining a written agreement from its assignee or sublessee whereby such assignee or sublessee agrees to be bound by the terms of this Lease. No assignment or subletting shall constitute a novation. In the event of the occurrence of any Event of Default after the Property has been assigned or sublet, Lessor, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from assignee or sublessee all rents becoming due under the assignment or subletting and apply the rent against any sums due to Lessor hereunder. No direct collection by Lessor from any assignee or sublessee shall release Lessee from the performance of its obligations hereunder.

19. Existing Conditions. City agrees to waive, discharge, and release, and covenants not to sue, IESI for any claims or causes of action, whatsoever in nature, known or unknown, whether past, present, or future, based on, arising from, or related to Existing Conditions. Subject to the foregoing, IESI agrees that it will be responsible for all conditions at the Property, including Existing Conditions. This paragraph shall survive the expiration or termination of this Lease. Lessee shall take good care of the Property during the Initial Term or any Renewal Terms of this Lease and shall suffer no waste on the Property. Lessee shall comply with all Environmental Laws pertaining to Lessee's use of the Property. Lessee covenants and agrees that upon expiration or termination of this Lease, Lessee shall deliver possession of the Property to Lessor in good condition, free of any Hazardous Materials. Lessee shall indemnify and hold harmless Lessor, its officers, agents, servants and employees, from all expenses, losses, charges, assessments, liens, or liabilities associated with the removal, disposal or cleanup of Hazardous Materials on the Property as a result of Lessee's use of the Property.

20. Indemnity.

- a. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or visitors, or to any other person whomsoever, for injury to persons or damage to property on or about the Property or any adjacent area owned by Lessor caused by the negligence or misconduct of Lessee, its employees, sublessees, licensees, or concessionaires, or any other person entering the Property under express or implied invitation of Lessee, or arising out of the use of the Property by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder; and, except as provided otherwise in paragraph 16, Lessee hereby agrees to indemnify Lessor and

Lessor's officers, agents, servants and employees hold them harmless from any loss, expense, or claims arising out of such damage or injury.

- b. Except as provided otherwise in paragraph 16, Lessee hereby covenants and agrees to indemnify and save harmless Lessor from and against any and all claims, demands, actions, damages, costs, expenses, attorneys fees and liability in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, at, upon or from the Property, or the use of, condition, or occupancy of the Property by Lessee, or occasioned wholly or in part by any act or omission of Lessee.

21. Default by Lessee. The following events shall be deemed to be Events of Default by Lessee under this Lease.

- a. Failure of Lessee to pay any installment of the rent or other sum payable to Lessor hereunder which continues for thirty (30) days after Lessee's receipt of notice of non-payment.
- b. Failure of Lessee to comply with any term, condition, or covenant of this lease, other than the payment of rent or other sum of money, when the failure continues for sixty (60) days after written notice to Lessee; provided, Lessee shall not be in default if it commences to cure such nonperformance or noncompliance during such sixty (60) day period and uses reasonable efforts to cure the nonperformance or noncompliance as soon as is reasonably practicable.
- c. Lessee's insolvency, the making by Lessee of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee.
- d. Filing by Lessee of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Lessee, or adjudication of Lessee as a bankrupt or insolvent in proceedings filed against Lessee.
- e. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee.

22. Default by City. The following shall be considered Events of Default by City under this Lease:

- a. Any disturbance of IESI in its possession of the Property or a violation of the representations and covenants in Sections 3 and 8 of this Lease. *SUPPORT*
- b. Nonperformance by City of or City's noncompliance with any obligation or covenant contained herein or in any other Transaction Document,

with nonperformance or noncompliance continues for sixty (60) days after receipt of written notice thereof.

23. Default Remedies. Upon an Event of Default by IESI, City may, as its sole and exclusive remedy, terminate this Lease by providing written notice thereof to IESI, retain all advance base rent, and proceed as permitted in paragraph 24. In such case, IESI shall have sixty (60) days to vacate the Property and remove any Improvements that it desires to remove. Upon an Event of Default by City, IESI may suspend all further performance of its obligations under the Lease without liability to City until such time as City cures the Event of Default, may terminate the Lease or may seek any other remedy available in law or equity.
24. Lessor's Lien. IN ADDITION TO THE STATUTORY LESSOR'S LIEN, LESSEE GRANTS TO LESSOR A SECURITY INTEREST TO SECURE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY BECOMING DUE HEREUNDER FROM LESSEE UPON ALL EQUIPMENT AND OTHER PERSONAL PROPERTY OF LESSEE SITUATED IN OR UPON THE PROPERTY. LESSEE'S IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT THE CONSENT OF LESSOR UNTIL ALL ARREARAGE IN RENT AND OTHER SUMS OF MONEY THEN DUE TO LESSOR HEREUNDER SHALL FIRST HAVE BEEN PAID AND DISCHARGED. UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, LESSOR MAY, IN ADDITION TO ANY OTHER REMEDIES PROVIDED HEREIN OR BY LAW, ENTER UPON THE PROPERTY AND TAKE POSSESSION OF ANY AND ALL EQUIPMENT, AND OTHER PERSONAL PROPERTY OF LESSEE SITUATED ON THE PREMISES WITHOUT LIABILITY FOR TRESPASS OR CONVERSION, AND SELL THE SAME AT PUBLIC OR PRIVATE SALE, WITH OR WITHOUT HAVING THE PROPERTY AT THE SALE, AFTER GIVING LESSEE REASONABLE NOTICE OF THE TIME AND PLACE OF THE SALE. UNLESS OTHERWISE REQUIRED BY LAW, NOTICE TO LESSEE OF THE SALE SHALL BE DEEMED SUFFICIENT IF GIVEN IN THE MANNER PRESCRIBED IN THIS LEASE AT LEAST TEN (10) DAYS BEFORE THE TIME OF THE SALE. ANY PUBLIC SALE MADE UNDER THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN CONDUCTED IN A COMMERCIALY REASONABLE MANNER IF HELD ON THE PROPERTY. AFTER THE TIME, PLACE, AND METHOD OF SALE AND A GENERAL DESCRIPTION OF THE TYPES OF PROPERTY TO BE SOLD HAVE BEEN ADVERTISED IN A DAILY NEWSPAPER PUBLISHED IN TARRANT COUNTY, TEXAS, FOR FIVE (5) CONSECUTIVE DAYS BEFORE THE DATE OF THE SALE, LESSOR OR ITS ASSIGNS MAY PURCHASE AT A PUBLIC SALE AND, UNLESS PROHIBITED BY LAW, AT A PRIVATE SALE. THE PROCEEDS FROM ANY DISPOSITION DEALT WITH IN THIS PARAGRAPH, LESS ANY AND ALL EXPENSES CONNECTED WITH THE TAKING OF POSSESSION, HOLDING AND SELLING OF THE PROPERTY (INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES), SHALL BE APPLIED AS A CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE SECURITY INTEREST

GRANT HEREIN. ANY SURPLUS SHALL BE PAID TO LESSEE OR AS OTHERWISE REQUIRED BY LAW. LESSEE SHALL PAY ANY DEFICIENCIES. UPON REQUEST BY LESSOR, LESSEE AGREES TO EXECUTE AND DELIVER TO LESSOR A FINANCING STATEMENT IN A FORM SUFFICIENT TO PERFECT THE SECURITY INTEREST OF LESSOR IN THE AFOREMENTIONED PROPERTY AND PROCEEDS THEREOF UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE IN FORCE IN THE STATE OF TEXAS. THE STATUTORY LIEN FOR RENT IS EXPRESSLY RESERVED. THE SECURITY INTEREST HEREIN GRANTED IS IN ADDITION AND SUPPLEMENTARY THERETO.

25. Attorney's Fees. If, because of any breach or Default by Lessor or Lessee of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should the party prevail, it shall be entitled to any reasonable attorneys fees incurred in connection therewith.
26. Waiver of Default. No waiver by the parties of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein.
27. Force Majeure. In the event performance by either party of any term, condition, or covenant of this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil disturbance, riot, flood, and any other cause not within the control of such party, the period of performance of the term, condition, or covenant shall be extended for a period equal to the period such party is so delayed or hindered.
28. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.
29. Captions. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent should arise.
30. Successors. The terms, conditions, and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.
31. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

32. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, three (3) days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at other addresses as may have been specified by written notice delivered in accordance herewith.
33. Entire Agreement. This Lease is the entire agreement of the parties concerning the subject matter to which it relates, and shall not be modified except in writing signed by all parties hereto.
34. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same instrument.
35. Estoppels. Each party hereto agrees that at any time and from time to time during the Term of this Lease, it will promptly, but in no event later than thirty (30) days after request by the other party hereto, execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee or mortgagee or third party designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Rent has been paid; (c) whether or not to the best knowledge of the certifying party, the other party is then in default in the performance of any covenant, agreement or condition contained in this Lease, and, if there is any such default, specifying the nature and extent thereof; and (d) a statement of the address to which notices to the certifying party should be sent.
36. Relationship of the Parties. The execution and delivery of this Lease shall not be deemed to create a partnership, agency or other business relationship between City and IESI, other than the tenancy created hereunder.
37. Recording. Promptly upon the request of either party, the parties agree to execute and acknowledge a Memorandum of this Lease in form sufficient for recording in the Deed Records of Tarrant County, Texas.

SIGNED at Haltom City, Texas, this 19th day of June, 1998.

LESSOR

Addresses for Notices:

5024 Broadway Avenue
Haltom City, Texas 76117
Attention: City Manager

CITY OF HALTOM CITY

By: Belt E.
City Manager

LESSEE

INDEPENDENT ENVIRONMENTAL
SERVICES, INC.

3330 North Beach Street
Haltom City, Texas 76117
Attention: President

By: Charles F. Flood
Charles F. Flood

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE OF UNIMPROVED REAL ESTATE (this "Second Amendment") is dated of June 13, 2022 (the "Second Amendment Effective Date"), between the City of Haltom City, Texas (the "Lessor" or "City"), and WASTE CONNECTIONS LONE STAR, INC., formerly known as Progressive Waste Solutions of TX, Inc., was formerly known as IESI TX Corporation, formerly known as Independent Environmental Services, Inc. ("Lessee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined), as amended.

RECITALS

WHEREAS, Lessee and Lessor entered into that certain Lease of Unimproved Real Estate dated June 19, 1998, as amended by that certain First Amendment to Lease Agreement dated August 7, 2000 (collectively, the "Lease") for approximately 4.5 acres of land situated in Tarrant County, Texas, as more particularly described in the Lease.

WHEREAS, Lessor and Lessee desire to extend the Lease and to otherwise modify the Lease as set forth below.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agrees as follows:

AGREEMENT

1. Term. As of the Second Amendment Effective Date, the first sentence of Section 5 of the Lease shall be deleted in its entirety and replaced with the following:

"The initial term of this Lease (the "Initial Term") shall commence on the date hereof and shall expire on June 19, 2028."

2. Counterparts. This Second Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

3. Entire Agreement/Ratification. The Lease and this Second Amendment represents the entire agreement among the parties with respect to the matters that are subject hereof. All terms and provisions of the Lease not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Second Amendment, all references to the term "Lease" in this Second Amendment shall include the terms contained in this Second Amendment.

4. Conflicting Provisions. In the event of any conflict between the terms of the Lease and this Second Amendment, the terms of this Second Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the Second Amendment Effective Date Second written above.

LESSOR:

LESSEE:

HALTOM CITY, TEXAS

WASTE CONNECTIONS LONE STAR,
INC.

By: Rex Phelps
Its: City Manager
Name: [Signature]

By: Robert A. Nielsen III
Its: Regional Vice President
Name: [Signature]

ATTEST:

By: Art Camacho
Its: City Secretary
Name: [Signature]



CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: Monday, February 23, 2026, 6:00 PM

Department: Administration

Subject: **PROPERTY ENHANCEMENT INCENTIVE POLICY
AGREEMENT - Quick Corner Store, 5412 E. Belknap St.
Haltom City, TX 76117**

PURPOSE

The purpose of this item is to request City Council approval of a Property Enhancement Incentive Program (PEIP) grant for MYH Smoke Inc. to support exterior landscape improvements to the property located at 5412 E. Belknap St. Haltom City, Texas (QuickCorner Store). The proposed incentive would provide a 50% matching grant, not to exceed \$10,000, to assist with eligible improvements that enhance the visual appearance, functionality, and long-term viability of the commercial property.

BACKGROUND

The Quick Corner Store is a new local business that has rehabilitated a previously closed and vacant business (Accent Carpets). The addition of the Quick Corner Store has revitalized the commercial property operating along the E. Belknap corridor and is working to add a fuel station to a key commercial gateway within Haltom City. The applicant has proposed exterior landscape improvements totaling \$22,500 to their property at 5412 E. Belknap St., intended to modernize the property's aesthetic, improve curb appeal, and enhance the overall customer experience and commercial appearance along the E. Belknap St. Corridor. The Property Enhancement Incentive Program is designed to encourage reinvestment in existing commercial properties by partnering with business owners to improve aesthetics, promote private capital investment, and strengthen commercial corridors. Improvements supported through this program align with the City's broader economic development goals by encouraging reinvestment in aging commercial assets, improving the visual character along major corridors, and supporting the retention of locally owned businesses. The proposed project meets program eligibility requirements and is consistent with the intent of the PEIP guidelines.

BUDGET IMPACT

The requested incentive is a 50% matching grant not to exceed \$10,000. Funds would be paid on a reimbursement basis following project completion and verification that all program requirements have been met. PEIP Application for Quick Corner Store at 5412 E. Belknap St. Haltom City, TX.

Sufficient funds are available within the Economic Development incentive allocation to support this request. No additional appropriation is required. The applicant is responsible for all project costs exceeding the grant amount.

COMPLIANCE & LEGAL REVIEW

Staff has reviewed the application and proposed improvements for compliance with the Property Enhancement Incentive Program guidelines. The following safeguards will be incorporated to mitigate risk and ensure accountability:

- ☐ Grant funds will be reimbursed only after project completion and final inspection approval.
- ☐ Eligible improvements must match the approved scope of work submitted with the application.
- ☐ The applicant must provide paid invoices and proof of payment prior to reimbursement.
- ☐ Work must comply with all applicable City permitting, building, and zoning requirements.
- ☐ The agreement will include performance deadlines to ensure timely project completion.

These measures ensure public funds are protected and tied directly to verified private investment.

RECOMMENDATION

Staff recommend City Council approve the Property Enhancement Incentive Program grant for MYH Smoke Inc. (Quick Corner Store) in an amount equal to 50% of eligible landscape improvement costs, not to exceed \$10,000, and authorize the City Manager to execute all necessary agreements associated with this incentive. Approval of this request supports continued reinvestment in existing commercial properties, strengthens the Denton Highway corridor, and aligns with the City's economic development and revitalization objectives.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 23rd day of February 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

Dr. An M. Truong, Mayor

ATTEST:

Imelda B. Rodriguez, City Secretary

Wayne Olsen, City Attorney

SUPPORTING DOCUMENTATION:

Property Enhancement Incentive Program Application

- ☐ **Project Scope of Work and Improvement Description**
- ☐ **Contractor Estimates and Cost Breakdown**
- ☐ **Site Photos (Before Conditions)**
- ☐ **Proposed Design Renderings (if applicable)**

Attachments

[PEIP City Council Memo_Quick Corner Store_2.23.2026.pdf](#)

[PEIP Agreement 5412 E Belknap St..pdf](#)

[PEIP Application_5412 E Belknap St._2.23.2026.pdf](#)

[Ownership Info 5412 E Belknap St.pdf](#)

[Landscape Site Plan 5412 E Belknap St.pdf](#)

[Landscape Quote_Lorisas Yellow Brick Road_5412 E Belknap St.pdf](#)

[Landscape Rendering 5412 E Belknap St.pdf](#)



M E M O R A N D U M

February 23, 2026

To: City Council

From: Robert Briggs, Director of Economic Development

Subject: Request for Property Enhancement Incentive – 5412 E. Belknap St.

PURPOSE

The purpose of this item is to request City Council approval of a Property Enhancement Incentive Program (PEIP) grant for MYH Smoke Inc. to support exterior landscape improvements to the property located at 5412 E. Belknap St. Haltom City, Texas (Quick Corner Store). The proposed incentive would provide a 50% matching grant, not to exceed \$10,000, to assist with eligible improvements that enhance the visual appearance, functionality, and long-term viability of the commercial property.

BACKGROUND

The Quick Corner Store is a new local business that has rehabilitated a previously closed and vacant business (Accent Carpets). The addition of the Quick Corner Store has revitalized the commercial property operating along the E. Belknap corridor and is working to add a fuel station to a key commercial gateway within Haltom City. The applicant has proposed exterior landscape improvements totaling \$22,500 to their property at 5412 E. Belknap St., intended to modernize the property's aesthetic, improve curb appeal, and enhance the overall customer experience and commercial appearance along the E. Belknap St. corridor.

The Property Enhancement Incentive Program is designed to encourage reinvestment in existing commercial properties by partnering with business owners to improve aesthetics, promote private capital investment, and strengthen commercial corridors. Improvements supported through this program align with the City's broader economic development goals by encouraging reinvestment in aging commercial assets, improving the visual character along major corridors, and supporting the retention of locally owned businesses.

The proposed project meets program eligibility requirements and is consistent with the intent of the PEIP guidelines.

BUDGET IMPACT

The requested incentive is a 50% matching grant not to exceed \$10,000. Funds would be paid on a reimbursement basis following project completion and verification that all program requirements have been met.

Sufficient funds are available within the Economic Development incentive allocation to support this request. No additional appropriation is required. The applicant is responsible for all project costs exceeding the grant amount.

COMPLIANCE & LEGAL REVIEW

Staff has reviewed the application and proposed improvements for compliance with the Property Enhancement Incentive Program guidelines. The following safeguards will be incorporated to mitigate risk and ensure accountability:

- Grant funds will be reimbursed only after project completion and final inspection approval.
- Eligible improvements must match the approved scope of work submitted with the application.
- The applicant must provide paid invoices and proof of payment prior to reimbursement.
- Work must comply with all applicable City permitting, building, and zoning requirements.
- The agreement will include performance deadlines to ensure timely project completion.

These measures ensure public funds are protected and tied directly to verified private investment.

RECOMMENDATION

Staff recommend City Council approve the Property Enhancement Incentive Program grant for MYH Smoke Inc. (Quick Corner Store) in an amount equal to 50% of eligible landscape improvement costs, not to exceed \$10,000, and authorize the City Manager to execute all necessary agreements associated with this incentive.

Approval of this request supports continued reinvestment in existing commercial properties, strengthens the Denton Highway corridor, and aligns with the City's economic development and revitalization objectives.

SUPPORTING DOCUMENTATION:

- Property Enhancement Incentive Program Application
- Project Scope of Work and Improvement Description
- Contractor Estimates and Cost Breakdown
- Site Photos (Before Conditions)
- Proposed Design Renderings (if applicable)

CONTACTS:

Robert Briggs, Director of Economic Development
817.222.7746
rbriggs@haltomcitytx.com

Mohammed Hantouli, Owner MYH Smoke Inc.
817.715.5828
alhantolisuper@hotmail.com

**PROPERTY ENHANCEMENT AGREEMENT
FOR 5412 E BELKNAP ST., HALTOM CITY**

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2026 by and between the City of Haltom City, Texas ("City") and MYH Smoke Inc. ("Property Owner").

WITNESSETH:

WHEREAS, Property Owner is the record owner of property located at 5412 E. Belknap St., Haltom City, Texas 76117 ("Property"); and

WHEREAS, Property Owner desires to enhance the viability and sustainability of the Property by improving the physical appearance of the Property; and

WHEREAS, Property Owner has applied to the City for a Property Enhancement Grant in order to make designated Property Enhancements pursuant to the City's Property Enhancement Incentives Policy; and

WHEREAS, on February 23, 2026, the City Council determined that the Property was eligible to receive a Property Enhancement Grant subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Property Owner agrees to commence all improvements to the Property and perform all conditions set forth in Exhibit "A" attached hereto (the "Enhancements") within sixty (60) days of receipt of a written Notice to Proceed from the City. The Enhancements shall be completed no later than ninety (90) days after receipt of the Notice to Proceed unless an extension is granted in writing by City staff. Property Owner shall provide access to the Property by City staff to ensure that the Enhancements are made according to the specifications and conditions set forth in Exhibit "A".
2. Upon completion of the Enhancements, Property Owner shall notify the City and shall provide sufficient documentation of the work performed. The submitted documentation shall include sufficient information for the City to determine the cost of the work performed, including invoices, receipts or processed checks. The City shall verify the completion of the work within fifteen (15) days of receipt of notice and required documentation.
3. Upon determination of completion of the work as required, the City shall, within thirty (30) days, pay to Property Owner a Property Enhancement Grant calculated at fifty percent (50%) of the total cost of the work performed for landscape and exterior building or property enhancements, not to exceed a maximum of \$10,000.
4. If the Enhancements are not completed by the time set forth in this Agreement, the City shall be under no obligation to pay the Property Owner the Property Enhancement Grant.

After payment is made, if the City determines that any obligation of Property Owner or any condition of the Enhancement Grant has not been fulfilled, Property Owner shall repay the Enhancement Grant to the City immediately upon receipt of demand for such payment.

5. The payment provided above shall be conditioned on the Property Owner and the Property being in compliance with all requirements of the Property Enhancement Incentives Policy. Property Owner represents that there are no delinquent truces owed on the Property.
6. Property Owner is solely responsible for all safety conditions and compliance with all safety regulations, building codes, City ordinances and other applicable regulations. Neither approval nor payment of a Property Enhancement Grant shall constitute approval of the project by any City department or staff or a waiver by the City of any safety regulation, building code, City ordinance or other applicable regulation.
7. Property Owner shall maintain sufficient insurance coverage for property damage and personal injury liability relating to the performance of the work on the Property.
8. Property Owner certifies that the Enhancements herein approved shall be maintained for a period of three (3) years from the date of payment. No changes to the approved Enhancements shall be made without prior written approval from the City.
9. Property Owner hereby authorizes the City to use the Enhancements to the Property to promote the merits of the City's Property Enhancement Incentives Policy, including but not limited to displaying a sign on the Property during and within thirty (30) days after completion of the Enhancements, and using photographs and descriptions of the project in distribution materials and press releases.
10. Property Owner shall be solely responsible for overseeing all work on the Property and will indemnify and hold harmless the City, its agents, employees, officers, or representatives, from any liability for property damage, personal injury, or other loss related in any way to this Property Enhancement Grant, including reasonable attorney's fees.
11. The City has the right to terminate this Agreement if Property Owner is determined to be in violation of any conditions set forth in this Agreement or the City's Property Enhancement Incentives Policy.
12. If Property Owner seeks to change the scope of the project authorized by this Agreement, Property Owner shall meet with City staff to discuss the desired change. Staff has the authorization to approve minor modifications to the scope of the project during construction. Any other desired modifications to the project shall require City Council approval.
13. This Agreement and any exhibits or attachments hereto contains the entire agreement between the parties regarding the subject matter hereof and displaces any prior or contemporary written or oral agreements.

14. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall survive and shall be interpreted as if such illegal or unenforceable term or provision were not contained in this Agreement.
15. This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties.
16. All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the parties at the following addresses:

If to Property Owner:

Mohammed
Hantouli, Owner

4712 Ali Akbar
Court
Irving, TX 75061

If to City:

Robert Briggs, Director
Economic Development Dept.

4801 Haltom Road
Haltom City, TX 76117

Either party may change their address for notice purposes by providing notice as required by this paragraph.

17. This Agreement shall be construed under and governed by, and in accordance with the substantive laws of the State of Texas. All obligations of the parties under this Agreement are fully performable in Tarrant County, Texas. Venue in any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas.
18. If it becomes necessary to bring any legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all as of the date first set forth above.

MYH SMOKE INC.

By: _____
Mohammed Hantouli, Owner

CITY OF HALTOM CITY, TEXAS

By: _____
An Truong, Mayor

EXHIBIT "A"

4	Enhancements	Policy Max%	Policy Max\$	Amount Requested
	<i>Landscape Enhancements:</i>	50%	\$10,000	\$10,000

Property Owner agrees to commence all improvements to the Property and perform all conditions set forth in estimates from Lorisa's Yellow Brick Road Construction in the amount of \$22,500.00.

Application for Property Enhancement Incentives

Contact: Susan White, Business Development Coordinator / (817) 222-2273 / swhite@haltomcitytx.com

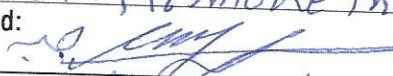
1.0 PROJECT INFORMATION							
1.a Property Address: <u>5412 E Belknap St. Haltom City TX. 76117</u>							
1.b Estimated Begin Work Date: <u>02-25-2026</u> Estimated Completion Date: <u>03-03-2026</u>							
1.c Years in business at this location: <u>one year</u>							
1.d Reason for requesting grant: <u>Landscaping</u>							
2.0 ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes			
2.a	☒		Within the City?	•			
2.b	☒		Not residentially zoned?	•			
2.c	☒		City taxes in good standing?	•			
2.d	☒		No City liens existing?	•			
2.e	☒		Proof of ownership provided?	•			
2.f		☒	Outstanding code violations?	•			
2.g	☒		No grants received in 2 years?	• In accordance with Section 3.A.vii			
3.0 ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes			
3.a	☒		Business taxes in good standing?	•			
3.b			If not owner, authorization provided?	•			
4.0 Enhancements							
			Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
4.a	<u>Facade: (Section 4.C)</u>						
	• <u>Landscaping</u>		<u>22500</u>	50%	\$10,000	<u>10,000</u>	\$
4.b	<u>Interior Renovation: (Section 4.D)</u>						
	•		\$	20%	\$4,000	\$	\$
4.c	<u>Landscaping: (Section 4.E)</u>						
	•		\$	30%	\$5,000	\$	\$
4.d	<u>Lighting: (Section 4.F)</u>						
	•		\$	30%	\$5,000	\$	\$
4.e	<u>Parking / Driveways: (Section 4.G)</u>						
	•		\$	40%	\$10,000	\$	\$
4.f	<u>Pedestrian Amenities: (Section 4.H)</u>						
	•		\$	20%	\$4,000	\$	\$
4.g	<u>Signage: (Section 4.I)</u>						
	•		\$	50%	\$8,000	\$	\$
4.h	<u>Utilities: (Section 4.J)</u>						
	•		\$	20%	\$4,000	\$	\$
4.i	<u>Code Compliance: (Section 4.K)</u>						
	•		\$	40%	\$5,000	\$	\$
4.j	(Max. Grant Per Policy = \$10,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:						
4.k	Describe any planned Non-Grant Enhancements:						

5.0 GRANT PRIORITIES			
	Yes	No	Preferred Area?
5.a	☒	☐	Belknap Street, Carson Street, Denton Highway, Beach Street, Broadway Avenue, Haltom Road, Midway Road, NE 28 th Street, S.H. 121, Western Center Blvd.
Notes			
6.0 ATTACHMENTS / EXHIBITS			
	Yes	No	Item
6.a	☒	☐	Ownership documentation
6.b	☒	☐	Photos of existing conditions
6.c	☒	☐	Drawing, renderings, plans of the proposed enhancements
6.d	☒	☐	Written description of the enhancements including building materials and color schemes
6.e	☒	☐	Construction cost estimates from two contractors
6.f	☒	☐	Copy of the signed lease agreement
6.g	☒	☐	Written support of the grant application from the owner
Notes			
7.0 CONTRACTOR(S) INFORMATION			
7.a	Contractor for: Landscaping		
	Company Name: Lorissa's Yellow Brick Road Construction		
	Contact Person: Lorissa Title: Manager		
	Address: 4101 W Green Oaks Suite 416 Arlington, TX 76016		
	Wk Phone: 214-604-7006 Cell: 682-422-1751 Fax:		
	Email: Website:		
7.b	Contractor for: Landscaping		
	Company Name: Amigos one Landscape and more		
	Contact Person: Yaseen Title: Manager		
	Address: 2200 Miller Ave. Fort Worth, TX 76105		
	Wk Phone: 682-376-2996 Cell: Fax:		
	Email: Website:		
7.c	Contractor for:		
	Company Name:		
	Contact Person: Title:		
	Address:		
	Wk Phone: Cell: Fax:		
	Email: Website:		
7.d	Contractor for:		
	Company Name:		
	Contact Person: Title:		
	Address:		
	Wk Phone: Cell: Fax:		
	Email: Website:		

8.0	Applicant / Owner Certifications: In accordance with Resolution R-2015-003-01 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:
8.a	Section 7.A - Application Accuracy: The information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the City may rely on all of the information herein contained, and all that may have been affixed hereto, as being true and correct.
8.b	Section 7.B - Compliance: I (we) are solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department or staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
8.c	Section 7.C - Insurance: I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to this project.
8.d	Section 7.D - Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
8.e	Section 7.E - Discretionary Rights: I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a Grant relative to this Application, whether or not such discretion is deemed arbitrary or without basis in fact.
8.f	Section 7.F - Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the site during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material and press releases.
8.g	Section 7.G - Indemnification: I (we) certify that they are solely responsible for overseeing the work, and will not seek to hold the City, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agrees to indemnify the City, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.
9.0	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement incentives and the Enhancements identified herein.

9.a - Property Owner

Company: MYH Smoke inc.

Signed: 

Name: Mohammed Hantouti

Title: owner

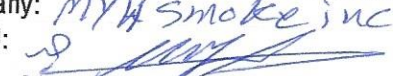
Wk: 817-715-5828 Cell: 817-715-5828

EM: AlhantoliSUPER@hotmail.com

Address: 4712 Ali Akbar Ct., Irving, TX 75061

9.b - Applicant / Business Representative

Company: MYH Smoke inc.

Signed: 

Name: Mohammed Hantouti

Title: owner

Wk: 817-715-5828 Cell: 817-715-5828

EM: AlhantoliSUPER@hotmail.com

Address: 4712 Ali Akbar Ct. Irving, TX 75061

Note: Staff may amend the form of this Application as needed to more efficiently evaluate the merits of requested Enhancements.



Office of the Secretary of State

CERTIFICATE OF FILING OF

MYH SMOKE INC
File Number: 804915355

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/06/2023

Effective: 02/06/2023



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State

Form 201

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300

**Certificate of Formation
For-Profit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804915355 02/06/2023
Document #: 1220272310002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

MYH SMOKE INC

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

ZT FINANCIAL SERVICES INC

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1237 Southridge Ct Suite 207 HURST TX 76053

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **MOHAMMED HANTOULI**

Address: **4712 ALI AKBAR CT IRVING TX, USA 75061**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
1000	☒ A. has a par value of \$1.00 ☐ B. without par value.		

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**4712 ALI AKBAR CT
IRVING, TX 75061
USA**

Organizer

The name and address of the organizer is set forth below.

ZT Financial Services Inc 1237 Southridge Ct. Suite 207 Hurst, Tx. 76053

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Ziad Takkouch (Officer)

Signature of organizer

FILING OFFICE COPY

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 02-13-2023

EMPLOYER IDENTIFICATION NUMBER: 92-2321618

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

MYH SMOKE INC
4712 ALI AKBAR CT
IRVING, TX 75061

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is MYHS. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Date of this notice: 02-13-2023

Employer Identification Number:
92-2321618

Form: SS-4

Number of this notice: CP 575 A

MYH SMOKE INC
4712 ALI AKBAR CT
IRVING, TX 75061

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2321618. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2023
Form 940	01/31/2024
Form 1120	04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 804915355 3/27/2024
Document #: 1348394170002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

QUICK CORNER STORE

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

MYH SMOKE INC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic For-Profit Corporation**

6. The entity's principal office address is:

5412 E BELKNAP ST SUITE A, HALTOM CITY, TX, USA 76117

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

MYH SMOKE INC

Name of the entity

By: **Ziad Takkouch (ACCOUNTANT)**

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

BY-LAWS

OF

MYH SMOKE INC.

I.

The name of the corporation is MYH Smoke Inc.

II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Texas other than the banking business, the trust company business or a practice of a profession permitted to be incorporated by the Texas Corporations Code.

III.

The name and the address of the initial registered agent is ZT Financial Services Inc located at 1237 Southridge Ct Suite 207 Hurst, Texas 76053.

IV.

This corporation is authorized to issue only one class of shares; and the total number of shares this corporation is authorized to issue, is 1,000 shares.

V.

Mohammed Hantouli is the President authorized to sign on behalf of the corporation with all private and public agencies.

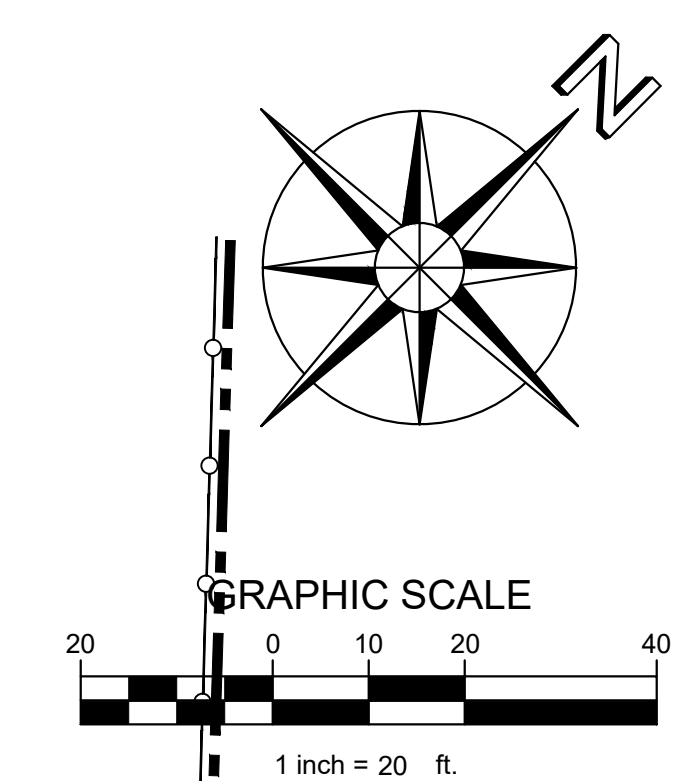
The foregoing initial by-laws of the corporation were adopted by the Board of Directors on this 2nd day of February 14, 2023.

02.14.2023

Date

President


Mohammed Hantouli



LEGEND

- PROPERTY LINE
- C.M. CONTROLLING MONUMENT
- B.L. BUILDING LINE
- F.F. FIN. FLOOR
- MONUMENT
- IRON REBAR FOUND
- 5/8" IRON REBAR SET
- PIPE FENCE
- WIRE FENCE
- WATER METER
- CONTROL VALVE
- ELECTRIC PEDESTAL
- TELEPHONE SIGNAL
- FIRE HYDRANT
- EXISTING TREE
- PROPOSED TREE
- BUSH (CRAPE MYRTLE)
- UTILITY POWER POLE
- OVERHEAD ELECTRIC
- SIGN BOARD
- WORKING NUT
- PARKING COUNT
- ADA PARKING
- 2% CROSS SLOPE
- 18.0'
- PARKING SPACE

LORISA'S YELLOW BRICK ROAD CONSTRUCTION

4101 W. Green Oaks Suite 416 Arlington TX 76016 214-604-7006 E-MAIL: lybroad@yahoo.com

ESTIMAT MYH5412-1

DATE: FEBRUARY 9, 2026

AMOUNT: \$22,500.00

CONTACT: MOHAMMAD (817) 715-5828

This information is intended for representatives responsible for:

LOCATION: 5412 E BELKNAP ST HALTOM CITY, TX 76117

Work Project: COMMERCIAL

TYPE OF WORK: LANDSCAPE

MATERIAL/LABOR	WORK	TIME FRAME
Site Preparation, Grading, Digging, and Planting	7750 SQFT LandScaping	One Week

PAYMENT DUE: \$22,500.00

TAX: _____

TOTAL AMOUNT DUE UPON WORK COMPLETION: \$22,500.00

LYBR Thank You For Your Business

BALANCE IS DUE UPON FINAL ELECTRONIC NOTIFICATION OF WORK COMPLETION

\$45 FOR INSUFFICIENT CHECK

PAYMENTS AFTER 7 DAYS ADD \$25.00 TO AMOUNT DUE AND AFTER 30 DAYS OF NON PAYMENT ADD 2% ADDITIONAL FUNDING EACH 30 DAYS OF NON PAYMENT THERE AFTER















