



TOWN OF FAIRVIEW,
TEXAS

Agenda

Fairview EDC/CDC
Regular Meeting

July 15, 2026

6:00 PM

Town Hall Council Chambers
372 Town Place
Fairview, Texas

1. **Call to Order**

2. **Citizen's Comments**

At this time, any person may address the Board regarding an item on this meeting agenda or on matters not on this meeting agenda. Each person will have up to three (3) minutes. The Chair may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the Board for items listed as Public Hearings will be recognized when the Public Hearing is opened.

No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

3. **Closed Session**

In accordance with Texas Government Code:

- a. **A. Section 551.071 – to consult with legal counsel** regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code including CPDD development improvements, ordinances, agreements and financing; contracts for services; town property and infrastructure; administrative matters; drainage matters; town regulations; religious land use; transportation matters; state law review and compliance.

B. Section 551.072 – discuss or deliberate the purchase, exchange, sale,

lease, or value of real property, acquisition of right-of-way, easements, or land.

C. Section 551.087 – to discuss or deliberate Economic Development

Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Town of Fairview has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the territory of the Town of Fairview and with which the Town is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). Proposed commercial/retail developments.

Under Texas Government Code Chapter 551, the Board may enter closed session to discuss any items listed or referenced on a posted agenda notice for this meeting as necessary under the listed exceptions to the Open Meetings Act.

The Board further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

4. Any Necessary Action(s) on Closed-session item(s)

5. Consent Agenda

All items listed under the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items. If discussion is desired, an item may be removed from the consent agenda and considered separately.

- a. Approve the minutes of the June 17, 2026, regular meeting of the Fairview Economic/Community Development Board
- b. Consider acceptance of the May 2026 EDC monthly financial report
- c. Consider acceptance of the May 2026 CDC monthly financial report

6. Action/Discussion Items

- a. Consider, discuss, and take any necessary action on the Final Agreement for Fairview Community Development Corporation to provide a grant to Fairview Youth Theater.
- b. Consider, discuss, and take any necessary action on the 2026-27 fiscal year EDC and CDC budgets.
- c. Hear an update on the marketing program and take any necessary action.

7. Adjourn

I, Laura J. Calcote, Interim Town Secretary, hereby certify that this notice was posted in accordance with Texas Government Code, Chapter 551, on or before the 9th day of July, 2026 at 6:00 p.m.

Laura J. Calcote, Interim Town Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The Town of Fairview Council Chambers is wheelchair accessible. Access to the building and special parking is available at the primary southwest and northwest entrance into the Town Hall parking lot. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the Town Secretary's office at least 48-hours prior to the meeting. Please e-mail your request to townsecretary@fairviewtexas.org or call at 972-886-4234. BRAILLE IS NOT AVAILABLE.

Median-valued Fairview homestead property per CCAD = \$939,198

- Current fiscal year property tax bill = \$2,914.15
- Estimated tax bill if proposed budget adopted = \$2,974.05
- Estimated tax bill under balanced budget funded at NNR tax rate = \$2,794.13

**TOWN OF FAIRVIEW
ECONOMIC/COMMUNITY DEVELOPMENT CORPORATION
MEETING MINUTES
JUNE 17, 2026**

The Board of Directors of the Fairview Economic and Community Development Corporations held a meeting in Fairview Town Hall Council Chambers, located at 372 Town Place, on Wednesday, June 17, 2026, at 6:00 p.m.

The following directors were present:

Sim Israeloff	Carlo Strippoli	Darion Culbertson	Mitch Byers
Eugene Borsattino	Nancy Lewis	Sandra Ahlin	

The directors so present did constitute a quorum. Also present were Town Manager Julie Couch and Interim Economic Development Manager Dave Quinn

The meeting was called to order by Board President Sim Israeloff at 6:01 p.m.

Board President Sim Israeloff moved up Item 6A to hear from Edward Schaefer regarding leasing activity, current projects, and future opportunities in the Fairview Town Center

The Board recessed into executive session at 6:23 p.m. under Section 551.087 regarding business prospects, deliberation concerning economic incentive negotiations within the CPDD, and proposed developments within the CPDD. The Board came out of executive session at 8:00 p.m.

Ms. Lewis made a motion to approve the consent agenda:

- A. Approve the minutes of the May 27, 2026, regular meeting of the Fairview Economic/Community Development Board
- B. Consider acceptance of the April 2026 EDC monthly financial report
- C. Consider acceptance of the April 2026 CDC monthly financial report

Mr. Byers seconded the motion, and the motion passed.

The Board received information and discussed the Fiscal Year 2026-27 budget process.

The Board received an update from Mr. Quinn on the EDC marketing program.

Mr. Israeloff adjourned the meeting at 8:45 p.m.

Sim Israeloff,
EDC-CDC President

Laura Calcote,
Town Secretary

FAIRVIEW ECONOMIC DEVELOPMENT CORPORATION

Monthly Financial Report

For the period ending May 31, 2026



Background

- Report is prepared for the following:
 - Fairview EDC Fund
- This report covers the eighth month of FY25-26 (or 67% of the budget)



Revenue & Expense Report

- Revenue Collections for the eighth month:
 - \$789,831 or 69% of the total annual budget.
- Revenue Collection is \$29,075, less than last fiscal year.
- Sales tax collected is \$24,279 less than last fiscal year.
- Expenditures for the eighth month:
 - \$452,746 or 39% of the total annual budget.
- Expenditures were \$98,643 less than last fiscal year.



Revenues & Expenditures

May 2026 (67% of the Fiscal Year)

Revenues:

Sales & Use Taxes
Investment Income
Total Revenues

Year to Date Revenue				
Budget	Current Year	Last Year	Variance vs. Last Year F/(UF)	% Actual yr to Date
FY 25-26	May 26	May 25		
\$ 1,100,000	\$ 729,742	\$ 754,021	\$ (24,279)	66.3%
40,000	60,089	64,885	(4,796)	150.2%
\$ 1,140,000	\$ 789,831	\$ 818,906	\$ (29,075)	69.3%

Expenditures:

Materials & Supplies
Purchased Services
General & Admin Services
Fiscal Charges
Transfers
Total Expenditures

Year to Date Expenditures				
Budget	Current Year	Prior Year	Variance vs. Last Year F/(UF)	% Actual Spent yr to Date
FY 25-26	May 26	May 25		
\$ 121,400	\$ 15,625	\$ 16,484	\$ 859	12.9%
156,100	80,198	73,499	(6,699)	51.4%
40,500	8,213	20,855	12,642	20.3%
780,000	348,712	440,551	91,839	44.7%
78,472	-	-	-	0.0%
\$ 1,176,472	\$ 452,746	\$ 551,389	\$ 98,643	38.5%



Sales Tax Analysis

- Sales Tax Collections year to date:
 - \$815,838 This amount is a decrease of \$29,233 or 3.5% from last fiscal year.
- Sales Tax Collections May 2026-March Sales:
 - \$104,524: This amount is an increase of \$1,993 or 1.9% more than May 2025.
- Sales Tax Collections June 2026-April Sales:
 - \$86,095: This amount is a decrease of \$4,953 or 5% less than June 2025.



Sales Tax Economic Development Corp.

	FY2026	FY2025	FY2024	FY2023	FY2022
	<u>Oct 25 – Sept 26</u>	<u>Oct 24 - Sept 25</u>	<u>Oct 23 – Sept 24</u>	<u>Oct 22 – Sept 23</u>	<u>Oct 21 – Sept 22</u>
October	82,882	84,874	79,024	73,605	68,529
November	94,669	92,194	102,194	82,473	77,457
December	85,290	82,357	85,160	77,828	73,098
January	93,580	96,186	92,807	88,477	86,223
February	119,292	135,219	122,104	115,261	119,415
March	74,986	82,598	72,525	75,512	65,327
April	74,520	78,063	81,486	73,910	60,091
May	104,524	102,531	97,626	90,295	83,502
June	86,095	91,048	71,288	82,344	82,373
July		88,027	90,875	91,579	85,093
August		92,957	91,565	92,033	87,375
September		<u>84,568</u>	<u>86,723</u>	<u>83,999</u>	<u>75,875</u>
Total	<u>815,838</u>	<u>1,110,622</u>	<u>1,073,375</u>	<u>1,018,316</u>	<u>964,332</u>



FAIRVIEW COMMUNITY DEVELOPMENT CORPORATION

Monthly Financial Report

For the period ending May 31, 2026



Background

- Report is prepared for the following:
 - Fairview CDC Fund
- This report covers the eighth month of FY25-26 (or 67% of the budget)



Revenue & Expense Report

- Revenue Collections for the eighth month:
 - \$780,602 or 69% of the total annual budget.
- Revenue Collection is \$31,732 less than last fiscal year.
- Sales tax collected is \$24,279 less than last fiscal year.
- Expenditures for the eighth month:
 - \$474,230 or 40% of the total annual budget.
- Expenditures were \$58,268 less than last fiscal year.



Revenues & Expenditures

May 2026 (67% of the Fiscal Year)

Revenues:

Sales & Use Taxes
Investment Income
Total Revenues

Year to Date Revenue				
Budget	Current Year	Last Year	Variance vs. Last Year F/(UF)	% Actual yr to Date
FY 25-26	May 26	May 25		
\$ 1,100,000	\$ 729,742	\$ 754,021	\$ (24,279)	66.3%
40,000	50,860	58,313	(7,453)	127.2%
\$ 1,140,000	\$ 780,602	\$ 812,334	\$ (31,732)	68.5%

Expenditures:

Materials & Supplies
Purchased Services
General & Admin Services
Fiscal Charges
Transfers
Total Expenditures

Year to Date Expenditures				
Budget	Current Year	Prior Year	Variance vs. Last Year F/(UF)	% Actual Spent yr to Date
FY 25-26	May 26	May 25		
\$ 31,100	\$ 19,461	\$ 8,399	\$ (11,062)	62.6%
33,000	35,500	34,335	(1,165)	107.6%
79,000	70,558	49,213	(21,345)	89.3%
780,000	348,712	440,551	91,839	44.7%
277,520	-	-	-	0.0%
\$ 1,200,620	\$ 474,230	\$ 532,498	\$ 58,268	39.5%



Sales Tax Analysis

- Sales Tax Collections year to date:
 - \$815,838 This amount is a decrease of \$29,233 or 3.5% from last fiscal year.
- Sales Tax Collections May 2026-March Sales:
 - \$104,524: This amount is an increase of \$1,993 or 1.9% more than May 2025.
- Sales Tax Collections June 2026-April Sales:
 - \$86,095: This amount is a decrease of \$4,953 or 5% less than June 2025.



Sales Tax Community Development Corp.

	FY2026	FY2025	FY2024	FY2023	FY2022
	<u>Oct 25 – Sept 26</u>	<u>Oct 24 - Sept 25</u>	<u>Oct 23 – Sept 24</u>	<u>Oct 22 – Sept 23</u>	<u>Oct 21 – Sept 22</u>
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December	85,290	82,357	85,160	77,828	73,098
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July		88,027	90,875	91,579	85,093
August		92,957	91,565	92,033	87,375
September		<u>84,568</u>	<u>86,723</u>	<u>83,999</u>	<u>75,875</u>
Total	<u>815,838</u>	<u>1,110,622</u>	<u>1,073,375</u>	<u>1,018,316</u>	<u>964,332</u>





Memorandum

July 15, 2026

FROM: Fairview EDC/CDC

SUBJECT: Consider, discuss, and take any necessary action on the Final Agreement for Fairview Community Development Corporation to provide a grant to Fairview Youth Theater.

BACKGROUND:

STATUS OF ISSUE:

BUDGET: The FY 2026-27 proposed budget reflects the incentive amount listed in the agreement.

RECOMMENDATION:

Attachments:

1. 2026_07_09_NTPA_ECONOMIC_INCENTIVE_AGREEMENT JC

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement (this "Agreement") is entered into as of the Effective Date between the Town of Fairview Community Development Corporation, a Texas Type-B development corporation, and North Texas Performing Arts (NTPA), a Texas Nonprofit Corporation, said entities being collectively referenced herein as "Parties."

WHEREAS, North Texas Performing Arts (NTPA) dba Fairview Youth Theatre is a nonprofit corporation dedicated to developing the character of youth, ages 5 through 18, by providing for quality performing arts education and family entertainment; and

WHEREAS, NTPA desires financial incentives to continue operating its Fairview operations in Fairview, Texas; and

WHEREAS, the continued operation of said location of the NTPA under the terms of this Agreement is hereinafter referred to as the "Theatre"; and

WHEREAS, the Town of Fairview Community Development Corporation (the "CDC"), as authorized by the Town of Fairview, Texas (the "Town"), desires to provide certain financial incentives to NTPA in exchange for NTPA agreeing to maintain its Fairview operation in the Fairview Town Center and to operate the Theatre in a manner generally consistent with the theme, offerings, and hours of operation that are common to the traditional NTPA concept except as more specifically set forth in this Agreement; and

WHEREAS, under Texas Local Government Code Chapter 505, the CDC is authorized to enter into this Agreement and provide financial incentives to NTPA; and

WHEREAS, the CDC Board of Directors has found and determined that the financial incentives that are the subject of this Agreement will continue to promote new or expanded business development in and near Fairview, Texas;

NOW, THEREFORE, for and in consideration of the respective promises made by the Parties herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

Section 1. The foregoing recitals are incorporated into this Agreement as if set forth in full and form part of the representations, warranties, and binding provisions hereof.

Section 2. Obligations of NTPA

(a). Location and Operation. NTPA shall continue to operate a Theatre in the Fairview Town Center in Fairview, Texas. NTPA shall operate or cause the Theatre to be operated consistent with the general theme, standards, offerings, and hours of operation in a manner consistent with its past operations. NTPA's establishment and operation of the Theatre shall comply in all respects with the applicable Town ordinances and regulations and all applicable development approvals, permits, and conditions granted, provided for, or required thereunder, except as expressly provided to the

contrary in this Agreement. During hours of operation, the Theatre shall have the capacity to seat at least 200 persons and shall have an interior space of approximately 12,400 square feet. The Theatre shall occupy its space in the Fairview Town Center under a lease between NTPA and a party(ies) that shall not interfere with operations of the Theatre in compliance with this Agreement (the "Lease"). Without limiting the foregoing, NTPA shall, on or before a lease extension notification deadline of November 1, 2026, and conditional upon approval of this agreement by the Fairview CDC and approval of resolution by the Fairview Town Council, enter into a permanent lease extension (Lease Extension) for a suitable space within the Fairview Town Center with a minimum term of five (5) years and shall operate in said premises for at least said five (5) year duration of the Lease Extension. In addition to the other standards of operation set forth or referenced in this Agreement, the hours that the Theatre will generally be open to the public shall be:

Monday - Friday from 9 AM - 5 PM on days upon which there are classes and or camps.

Weekday Evenings, Saturdays, and Sundays are subject to scheduled rehearsals, classes, camps and performances.

(b) Reimbursement. Should the Theatre discontinue operations or relocate without the CDC's consent during the 5 year term of the Lease Extension or should this Agreement terminate early through no fault of the CDC, NTPA shall reimburse the CDC a prorated portion of the Grant, based on the number of days remaining of said term after such discontinuance, relocation, or termination and the amount of the reimbursement shall be calculated at the rate of \$12.33 per day. The full amount of said reimbursement shall be paid to the CDC within 10 days of the CDC's written request for same.

(c) Name. (1) NTPA shall continue to operate in all aspects of its Fairview youth theatre operations to operate in the Town of Fairview as "Fairview Youth Theatre", including any website associated with the Theatre and all building signage, advertisements, website, and other social media, and any and all other promotions, events, or endeavors; and (2) add the URL to its family of theatres to Fairviewyouththeatre.org. At all times subsequent to the name change, all of the benefits and obligations of NTPA under this Agreement shall be the benefits and obligations of Fairview Youth Theatre without the necessity of assignment or satisfaction of any other condition or requirement. Notwithstanding the foregoing, NTPA may offer camps, classes, performances and other non-Fairview Youth Theatre programs at the Fairview Youth Theatre location and may employ their assigned trade names, including but not limited to the NTPA Community Theatre, NTPA Starcatcher Theatre, NTPA Deaf Theatre.

(d) Promotions.

(1) Playbill Advertisement; Restaurant Promotion; Getting Neighborly. For each production presented by North Texas Performing Arts ("Theatre") during the Term, Theatre shall include in all printed and digital playbills a full-page advertisement (the "CDC Ad") promoting the Fairview Community Development Corporation ("CDC") and the Fairview Economic Development Corporation ("Fairview EDC"). The CDC Ad shall include Town of Fairview and Fairview EDC logos as provided by CDC and may include a list of restaurants and food establishments located in Fairview (the "Restaurant List"), as provided and updated by CDC from time to time. The CDC Ad may also include a reference to the Getting Neighborly podcast (or any successor podcast operated by or for CDC or

Fairview EDC), including a URL and/or QR code provided by CDC. Theatre shall not alter the CDC Ad, the Restaurant List, or any CDC/Fairview EDC marks without CDC's prior written approval (email acceptable). Theatre shall submit proofs to CDC at least ten (10) business days prior to printing or publishing and shall implement CDC-requested changes that are reasonable and consistent with this Agreement. Shows and Rehearsals. The Theatre shall be open to the public and shall annually conduct at least: (1) IO shows covering 30 weekends; and (2) 180 rehearsals per year.

(2) Continued Use of Fairview Youth Theatre Logo. The Parties acknowledge that the Fairview Youth Theatre logo (the "Fairview Youth Theatre Logo") has been previously developed. Theatre shall, throughout the Term, continue to use and prominently display the Fairview Youth Theatre Logo in promotional and marketing materials for activities related to this theatre program, including without limitation: playbills (print and digital), tickets, Theatre website pages for productions, email and text campaigns, community publications, fundraising campaigns (including North Texas Giving Day), lobby signage, and merchandise. Theatre shall not modify, distort, recolor, or otherwise alter the Fairview Youth Theatre Logo without CDC's prior written approval (email acceptable). CDC may provide updated brand standards or logo files from time to time, and Theatre shall implement such updates within a commercially reasonable timeframe.

(3) Lobby Signage; Recognition. Throughout the Term, Theatre shall prominently display in its lobby signage recognizing Town of Fairview and Fairview EDC, in a form and location approved by CDC (email acceptable). In addition, CDC and/or Fairview EDC shall have the right to place and maintain reasonable signage and promotional materials in the lobby to promote the Town of Fairview and its departments, boards, and affiliated entities, including without limitation community initiatives and local business promotion, subject to Theatre's reasonable safety and placement requirements and CDC's prior approval of final form and content.

(4) Curtain Recognition. Theatre shall make a public announcement recognizing the Town of Fairview and Fairview CDC during curtain speeches for each production, in a brief script approved by CDC (email acceptable).

Section 3. Obligations of the CDC.

(a) **Incentive Payment.** After the Lease Extension has been executed and the statutory sixty (60) day waiting period for making expenditures as prescribed by state law has expired, and upon written request by North Texas Performing Arts ("NTPA"), the Fairview Community Development Corporation (the "CDC") shall make grant payments to "Fairview Youth Theatre" (collectively, the "Grant") in the following amounts and on the following schedule:

- (1) **Year 1 Payment:** Twenty-Five Thousand Five Hundred Ninety Dollars (\$25,590);
- (2) **Year 2 Payment:** Nineteen Thousand Six Hundred Thirty-One Dollars (\$19,631);
- (3) **Year 3 Payment:** Thirteen Thousand Three Hundred Fifteen Dollars (\$13,315); and
- (4) **Year 4 Final Payment:** Six Thousand Six Hundred Nineteen Dollars (\$6,619).

Each annual grant payment shall be made after (i) the conditions stated in this section have been satisfied, and (ii) CDC has received NTPA's written request for the applicable year's payment. The Year 4 payment shall constitute the final grant payment due under this Agreement, and CDC shall have no further grant payment obligation after making the Year 4 payment.

Section 4. Effective Date and Termination.

The Effective Date of this Agreement shall be the date that the last of following events have occurred:

(1) the Parties to this Agreement have both duly executed this Agreement; (2) the CDC has resolved to approve this Agreement and held a public hearing regarding the project that is the subject of this Agreement; (3) the Town Council of the Town of Fairview, Texas has duly adopted a resolution authorizing said project; and (4) lease extension notification deadline of November 1, 2026.

This Agreement shall expire upon the earliest of the following occurrences:

(1) NTPA fails to meet any of the deadlines under Section 2(a) or 2(b) of this Agreement or an extended deadline if granted in writing the Town Manager of the Town of Fairview, Texas, said extension not to exceed 120 days; (2) The Theatre discontinues full and normal operations, including but not limited to the hours of operation set forth in under Section 2(b) of this Agreement; (3) When no cure occurs within 30 days after the CDC gives NTPA written notice that it has materially breached this Agreement; or (4) The Theatre has operated in compliance with this Agreement for the full 5 year term of the Lease.

Section 5. Other Provisions. The following miscellaneous provisions are a part of this Agreement:

(a) This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. This Agreement does not establish a partnership, joint venture, joint enterprise or other commonality of business, property, or other interests as between the Parties.

(b) No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

(d) The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future.

(e) This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The CDC warrants and represents that the individual executing this Agreement on behalf of the CDC has full authority to execute this Agreement and bind the CDC to the same. NTPA warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind NTPA to the same.

(F) In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall, to the extent reasonably possible, remain in force as if such invalid provision were not a part hereof.

(g) All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail and designated as certified

mail, return receipt requested, sent first class, postage prepaid, addressed to the Party to whom the notice is to be given at the address for that Party shown below. Notice may also be given by personal delivery, courier delivery, or other commercially reasonable means and will be effective upon actual delivery. Any Party may change its address for notices under this Agreement by giving formal written notice to the other Parties, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address. The Parties' respective addresses for giving of notice are as follows:

If to the CDC:

Attn: Town Manager Town of
Fairview 372 Town Place
Fairview, Texas 75069 With a copy to:

Attn: Clark McCoy
Wolfe, Tidwell & McCoy, LLP 2591 Dallas
Parkway
Suite 205
Frisco, Texas 75034

If to NTPA:

Attn: Darrell Rodenbaugh
1301 Custer Road, Suite 706
Plano, Texas 75075

(h) This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(i) This Agreement may be executed in or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

(j) In accordance with Chapter 2264 of the Texas Government Code, NTPA certifies that neither it, nor a branch, division, or department of NTPA, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, NTPA, or a branch, division, or department of NTPA, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, NTPA shall repay the total amount of all public subsidies theretofore received under this Agreement with interest at 10% per annum or the highest rate allowed by law, whichever is lower, not later than the 120th day after the date the CDC notifies NTPA in writing of the violation.

(k) In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, governmental delays (including obtaining necessary permits for NTPA to construct and open or mandates, riots, insurrection, acts of terrorism, war (foreign or domestic), flood, wind, rain, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(l) This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY, SIGNATURE PAGES FOLLOW:

North Texas Performing Arts
a Texas nonprofit corporation

By: _____
Darrell Rodenbaugh, its President

Date _____

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2026, by Darrell Rodenbaugh, in his capacity as North Texas Performing Arts, a Texas nonprofit corporation.

Notary Public, State of Texas

TOWN OF FAIRVIEW COMMUNITY DEVELOPMENT CORPORATION

By: _____
Sim Israeloff, President,
Fairview Community Development Corporation

Date: _____

ATTEST:

Secretary,
Fairview Community Development Corporation

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2026, Sim Israeloff, in his capacity as President of the Fairview Community Development Corpo

Notary Public, State of Texas



Memorandum

July 15, 2026

FROM: Fairview EDC/CDC

SUBJECT: Consider, discuss, and take any necessary action on the 2026-27 fiscal year EDC and CDC budgets.

BACKGROUND: This item will be provided under separate cover.

STATUS OF ISSUE:

BUDGET:

RECOMMENDATION:

Attachments:

None



Memorandum

July 15, 2026

FROM: Fairview EDC/CDC

SUBJECT: Hear an update on the marketing program and take any necessary action.

BACKGROUND:

STATUS OF ISSUE:

BUDGET:

RECOMMENDATION:

Attachments:

None