

**MEETING OF THE BOARD OF DIRECTORS
OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**Agenda
June 20, 2023 AT 4:30p.m.
ARLINGTON CITY HALL
COUNCIL BRIEFING ROOM
3RD FLOOR
101 W. ABRAM STREET
ARLINGTON, TX 76010**

Members of the public who wish to speak on a listed agenda item for action will be asked for their comments at the appropriate time.

- I. Call to Order
- II. Consideration of Minutes
 - 1. May 30, 2023 Meeting
- III. Financial Report
- IV. Real Estate Report
- V. Industry Spotlight Report
- VI. Items for Action:

- 1. Resolution

- Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute a Professional Services Contract with Encore Communications, LLC d/b/a EDSuite.

- 2. Resolution

- Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to negotiate and execute a contract with Intercon Environmental, Inc. for the abatement of asbestos and the demolition of existing structures on real property located at 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street in an amount not to exceed \$321,326.13 relative to a project authorized by Section 501.101 of the Texas Local Government Code.

- VII. Executive Session
 - Discussion of matters permitted by the following sections of V.T.C.A, Government Code,

Chapter 551:

1. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - Offers of Incentives to Business Prospects
2. Section 551.072, Deliberation Regarding Real Property
 - Discussion regarding the possible purchase, exchange, lease, or value of real property for eligible projects of the Arlington Economic Development Corporation.

VIII. Executive Director's Report

1. Area Development Consultant Survey
2. Upcoming Events and Sponsorships

IX. Future Agenda Items

X. Adjourn

**MEETING OF THE BOARD OF DIRECTORS
OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**MINUTES OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
May 30, 2023**

The Board of Directors of the Arlington Economic Development Corporation convened in Regular Session on May 30, 2023, at 4:30 p.m., in Arlington City Hall, 3rd Floor, 101 W. Abram Street, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Board Members:

Michael Jacobson	§	President
Mojoy Haddad	§	Vice President
Jollyn Mwisongo	§	Secretary
John Whiteley	§	Treasurer
Gerald Alley	§	Board Member
Kate Miller	§	Board Member

Absent:

Carmenza Moreno	§	Board Member
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And

Trey Yelverton	City Manager
Broderick Green	Executive Director
Josh Humphreys	Senior Attorney
Bruce Payne	Director of Economic Development
Stuart Young	Real Estate Manager
Lyndsay Mitchell	Strategic Initiatives Officer
Erin Clark	Public Funds Administrator
Stephanie Dimas	Senior Public Funds Analyst
Marcus Young	Economic Development Specialist
Jasmine Amo	Economic Development Corporation Specialist
Alex Fitzgerald	Economic Development Corporation Specialist
Kevin McLaughlin	Real Estate Consultant
Erica Yingling	Economic Development Corporation Coordinator

I. Call to Order

President M. Jacobson called the meeting to order at 4:32 p.m.

II. Consideration of Minutes

A. April 18, 2023 Meeting

Vice President M. Haddad made a motion to approve the minutes of the April 18, 2023 Board meeting. Seconded by Board Member G. Alley, the motion carried with 5 ayes and 0 nays.

APPROVED

III. Financial Report

No questions or comments were stated.

IV. Real Estate Report

Bruce Payne, Director of Economic Development, answered one question about the Arlington Industrial Report.

V. Texas Economic Development

Carlton Schwab, President/CEO, Texas Economic Development Council provided information relative to Economic Development in Texas.

Secretary J. Mwisongo arrived at 4:50pm.

VI. Items for Action:

A. Resolution – Project Six Flags East (Demolition of Existing Structures)

A resolution authorizing the Executive Director of the Arlington Economic Development Corporation to negotiate and execute a contract with Intercon Environmental, Inc. for the abatement of asbestos and the demolition of existing structures on real property located at 812 Six Flags Drive, relative to a project authorized by Section 501.101 of the Texas Local Government Code.

Broderick Green, Executive Director, presented the resolution for consideration.

Treasurer J. Whiteley made a motion to approve the resolution. Seconded by Secretary J. Mwisongo, the motion carried with 6 ayes and 0 nays.

AEDC RESOLUTION NO. 23-010

B. Resolution – Texas Manufacturing Assistance Center Incentive Project

A resolution adopting and approving the Texas Manufacturing Assistance Center Incentive Project, a project found by the Board of Directors to be necessary for the creation or retention of primary jobs and required or suitable for the development, retention, or expansion of manufacturing or industrial facilities.

Broderick Green, Executive Director, presented the resolution for consideration.

Board Member G. Alley made a motion to approve the resolution. Seconded by Vice President M. Haddad, the motion carried with 5 ayes and 0 nays. Board Member K. Miller abstained from the vote.

AEDC RESOLUTION NO. 23-011

VII. Executive Session

At 5:27 p.m., President M. Jacobson announced that the Board would convene in Executive Session.

Discussion of matters permitted by the following sections of V.T.C.A, Government Code, Chapter 551:

- A. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - 1. Offers of Incentives to Business Prospects

- B. Section 551.072, Deliberation Regarding Real Property
 - 1. Discussion regarding the possible purchase, exchange, lease, or value of real property for eligible projects of the Arlington Economic Development Corporation.

At 6:23 p.m., President M. Jacobson announced the Executive Session was adjourned, and the Board immediately reconvened in Open Session.

VIII. Executive Director's Report

Due to meeting time, Vice President M. Haddad made a motion to move Executive Director's Report to next meeting. Seconded by Board Member G. Alley, the motion carried with 6 ayes and 0 nays.

APPROVED

IX. Future Agenda Items

Executive Director's Report will be presented at next meeting.

X. Adjourn

There being no further business, the meeting was adjourned at 6:24 p.m.

COA Expenditures by Cost Center

Budget Structure Non-Operating Budget
 Amount Type Activity
 Period FY23 - Apr
 Cost Center Hierarchy Economic Development Corporation
 From Budget Date 10/1/2022
 To Budget Date 9/30/2023

Cost Center	Budget Appropriation	April Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	20,099,653	-	4,032,415	-	4,032,415	16,067,238	20.06%
61000:Purchase/Contract	20,099,653	-	4,032,415	-	4,032,415	16,067,238	20.06%
CC973010 Economic Development Corporation Operations	2,463,835	233,397	726,346	(3,995)	722,351	1,741,484	29.32%
50000:Salaries and Wages	734,902	53,312	261,177	-	261,177	473,725	35.54%
55000:Benefits	193,432	13,712	67,966	-	67,966	125,466	35.14%
60000:Supplies	120,000	126	1,727	687	2,413	117,587	2.01%
61000:Purchase/Contract	516,502	118,763	301,710	4,339	306,049	210,452	59.25%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	450,000	7,332	11,734	(2,521)	9,214	440,786	2.05%
65000:Miscellaneous Expense	305,000	27,930	43,932	-	43,932	261,068	14.40%
66000:Travel and Training	118,000	11,892	36,925	(6,500)	30,425	87,575	25.78%
67000:Interdepartmental Expense	6,000	331	1,175	-	1,175	4,825	19.59%

REVENUES

TOTAL	13,590,394	Sales Month	Revenue Received
	1,820,707	October 2022	December 2022
	1,903,338	November 2022	January 2023
	2,375,933	December 2022	February 2023
	1,660,636	January 2023	March 2023
	1,603,818	February 2023	April 2023
	2,339,212	March 2023	May 2023
	1,886,750	April 2023	June 2023
		May 2023	July 2023
		June 2023	August 2023
		July 2023	September 2023
		August 2023	October 2023
		September 2023	November 2023

COA Expenditures by Cost Center

Budget Structure
Amount Type
Period
Cost Center Hierarchy
From Budget Date
To Budget Date

Non-Operating Budget
 Activity
 FY23 - Apr
 Economic Development Corporation
 10/1/2022
 9/30/2023

Cost Center	Budget Appropriation	April Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	20,099,653	-	4,032,415	-	4,032,415	16,067,238	20.06%
61000:Purchase/Contract	20,099,653	-	4,032,415	-	4,032,415	16,067,238	20.06%
SC0533 - Special Services	20,099,653	-	4,032,415	-	4,032,415	16,067,238	20.06%
SC0574 - Professional Services	-	-	-	-	-	-	0.00%
CC973010 Economic Development Corporation Operations	2,463,835	233,397	726,346	(3,995)	722,351	1,741,484	29.32%
50000:Salaries and Wages	734,902	53,312	261,177	-	261,177	473,725	35.54%
SC50002 - Salaries: Operations	734,902	53,312	261,177	-	261,177	473,725	35.54%
55000:Benefits	193,432	13,712	67,966	-	67,966	125,466	35.14%
SC50004 - Benefits: Longevity/Stability	-	-	42	-	42	(42)	0.00%
SC55000 - Benefits : Worker's Comp	1,102	74	368	-	368	735	33.37%
SC55001 - Benefits : Employee Retirement	73,876	5,371	26,492	-	26,492	47,384	35.86%
SC55002 - Benefits : Disability Income Plan	1,617	91	450	-	450	1,167	27.85%
SC55003 - Benefits : Employee Insurance	64,018	4,642	23,029	-	23,029	40,989	35.97%
SC55005 - Benefits : Medicare	10,656	773	3,795	-	3,795	6,861	35.62%
SC55008 - Benefits : Thrift Plan	34,571	2,091	10,444	-	10,444	24,127	30.21%
SC55009 - Benefits : Car Allowance	5,200	600	3,000	-	3,000	2,200	57.69%
SC55010 - Benefits : Phone Allowance	2,392	69	346	-	346	2,046	14.47%
60000:Supplies	120,000	126	1,727	687	2,413	117,587	2.01%
SC0500 - Office Supplies less than \$5,000	10,000	126	724	687	1,411	8,589	14.11%
SC0514 - Other Supplies	3,000	-	-	-	-	3,000	0.00%
SC0516 - Supplies/Computer Hardware	22,000	-	1,002	-	1,002	20,998	4.56%
SC0517 - Office Furniture less than \$5,000	60,000	-	-	-	-	60,000	0.00%
SC0521 - Cost Of Food & Beverage	25,000	-	-	-	-	25,000	0.00%
61000:Purchase/Contract	516,502	118,763	301,710	4,339	306,049	210,452	59.25%
SC0533 - Special Services	466,502	113,274	271,426	2,139	273,565	192,937	58.64%
SC0566 - Securing Of Properties	-	489	489	-	489	(489)	0.00%
SC0574 - Professional Services	50,000	5,000	29,795	2,200	31,995	18,005	63.99%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
SC0578 - Electric Service	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	450,000	7,332	11,734	(2,521)	9,214	440,786	2.05%
SC0583 - Maintenance of Buildings	450,000	7,332	11,734	(2,521)	9,214	440,786	2.05%
65000:Miscellaneous Expense	305,000	27,930	43,932	-	43,932	261,068	14.40%
SC0658 - Advertising	300,000	27,930	42,980	-	42,980	257,020	14.33%
SC0735 - Employee Reimbursement - non travel/training	5,000	-	952	-	952	4,048	19.03%
66000:Travel and Training	118,000	11,892	36,925	(6,500)	30,425	87,575	25.78%
SC0668 - Membership	21,000	10,000	13,125	(10,000)	3,125	17,875	14.88%
SC0669 - Training	6,000	150	4,032	-	4,032	1,968	67.21%
SC0670 - Registration	-	79	4,113	-	4,113	(4,113)	0.00%
SC0671 - Travel	91,000	1,662	15,655	3,500	19,155	71,846	21.05%
67000:Interdepartmental Expense	6,000	331	1,175	-	1,175	4,825	19.59%
SC0500 - Office Supplies less than \$5,000	-	-	132	-	132	(132)	0.00%
SC0633 - General Services Charges	6,000	331	1,043	-	1,043	4,957	17.39%

City of Arlington Retail Overview



Arlington Retail

INVENTORY SF

23.8M +0.1%

Prior Period 23.8M

UNDER CONSTRUCTION SF

0 -100.0%

Prior Period 23.1K

12 MO NET ABSORPTION SF

165K -49.1%

Prior Period 325K

VACANCY RATE

4.7% -0.5%

Prior Period 5.2%

MARKET RENT/SF

\$20.46 +4.7%

Prior Period \$19.54

MARKET SALE PRICE/SF

\$244 +4.3%

Prior Period \$234

MARKET CAP RATE

6.3% -0.1%

Prior Period 6.4%

Availability

Vacant SF	1.1M ↓
Sublet SF	22.6K ↑
Availability Rate	4.3% ↓
Available SF	1M ↓
Available Asking Rent/SF	\$17.57 ↑
Occupancy Rate	95.3% ↑
Percent Leased Rate	96.3% ↑

Inventory

Existing Buildings	1,701 ↑
Under Construction Avg SF	-
12 Mo Demolished SF	0 ↓
12 Mo Occupancy % at Delivery	77.4% ↓
12 Mo Construction Starts SF	3.1K ↓
12 Mo Delivered SF	26.3K ↓
12 Mo Avg Delivered SF	4.6K ↓

Sales Past Year

Asking Price Per SF	\$203 ↓
Sale to Asking Price Differential	-7.6% ↓
Sales Volume	\$31.3M ↓
Properties Sold	83 ↓
Months to Sale	9.1 ↑
For Sale Listings	27 ↓
Total For Sale SF	433K ↓

Demand

12 Mo Net Absorp % of Inventory	0.7% ↓
12 Mo Leased SF	526K ↑
Months on Market	16.8 ↓
Months to Lease	7.7 ↓
Months Vacant	9.1 ↓
24 Mo Lease Renewal Rate	81.0%
Population Growth 5 Yrs	0.9%

Overview

North Arlington Retail

12 Mo Deliveries in SF

5.1K

12 Mo Net Absorption in SF

174K

Vacancy Rate

3.6%

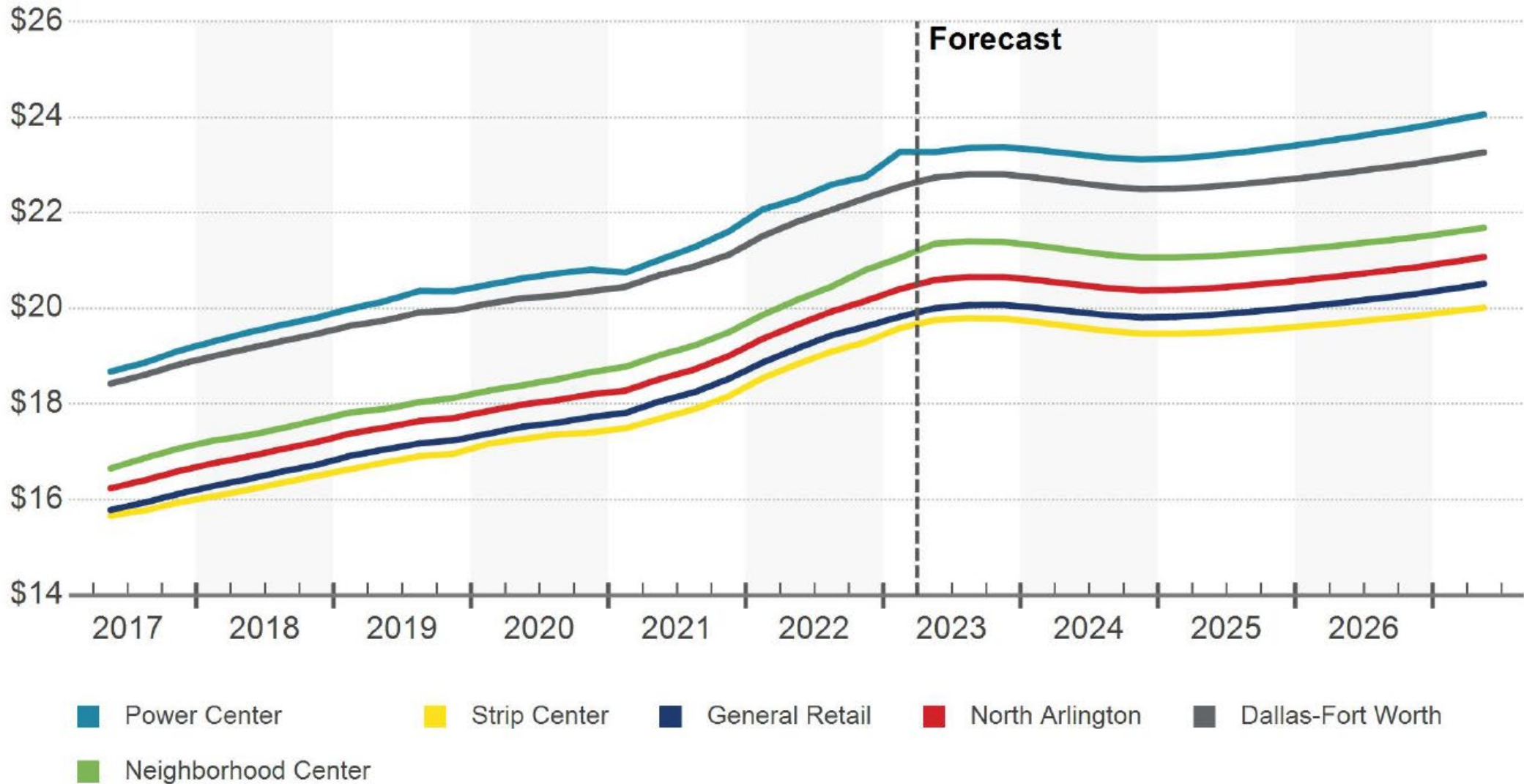
12 Mo Rent Growth

4.8%

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	0	-	-	-	0	0	0
Power Center	470,000	0%	\$23.23	0%	0	0	0
Neighborhood Center	1,234,692	7.1%	\$21.31	8.9%	(1,256)	0	0
Strip Center	318,066	8.0%	\$19.72	8.0%	(6,841)	0	0
General Retail	3,273,128	2.4%	\$19.98	2.6%	5,300	0	0
Other	0	-	-	-	0	0	0
Submarket	5,295,886	3.6%	\$20.56	4.2%	(2,797)	0	0

MARKET RENT PER SQUARE FEET



All-Time Annual Avg. Square Feet

32,152

Delivered Square Feet Past 8 Qtrs

5,767

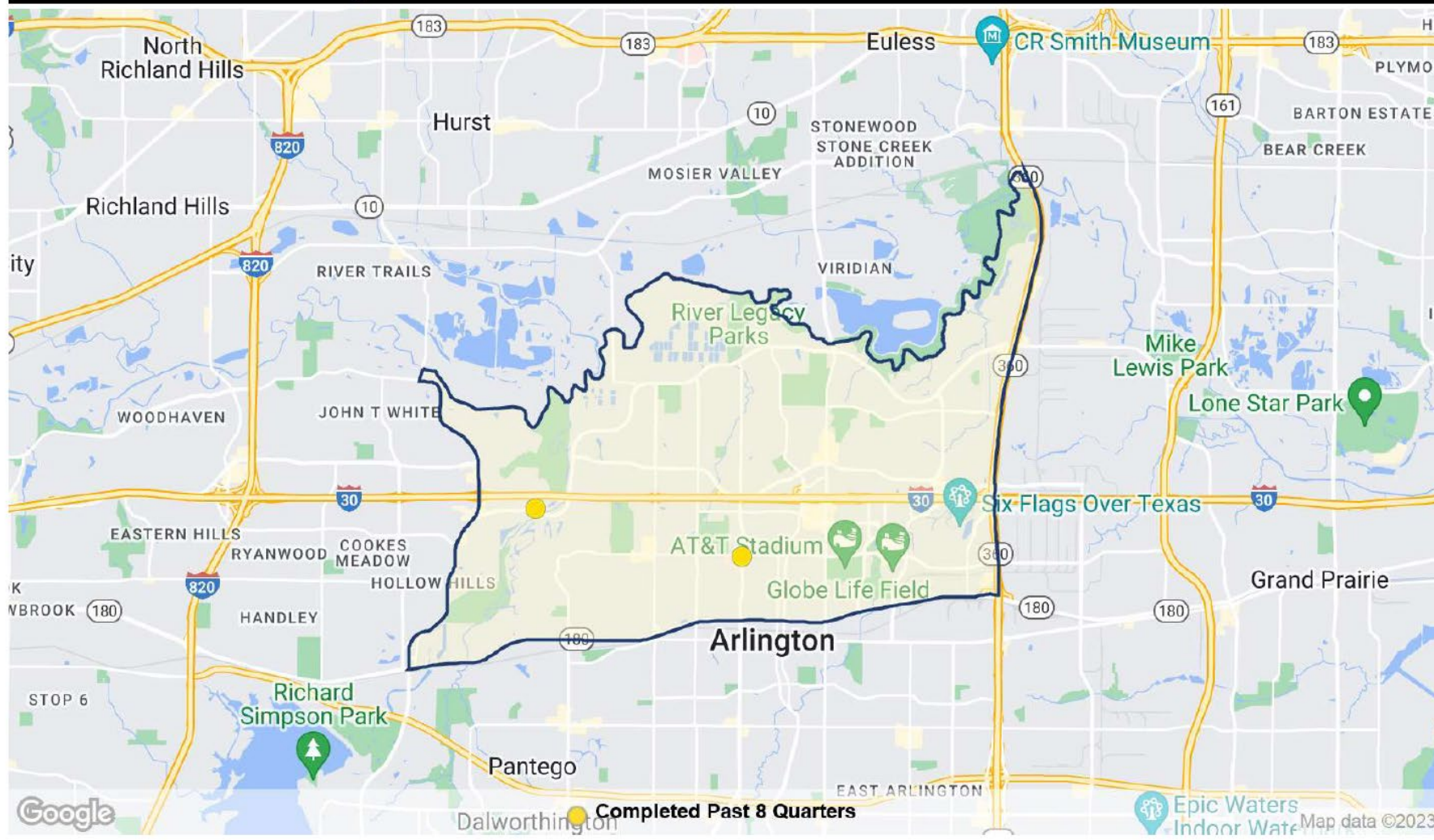
Delivered Square Feet Next 8 Qtrs

0

Proposed Square Feet Next 8 Qtrs

0

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



Sales Past 12 Months

North Arlington Retail

Sale Comparables

17

Avg. Cap Rate

-

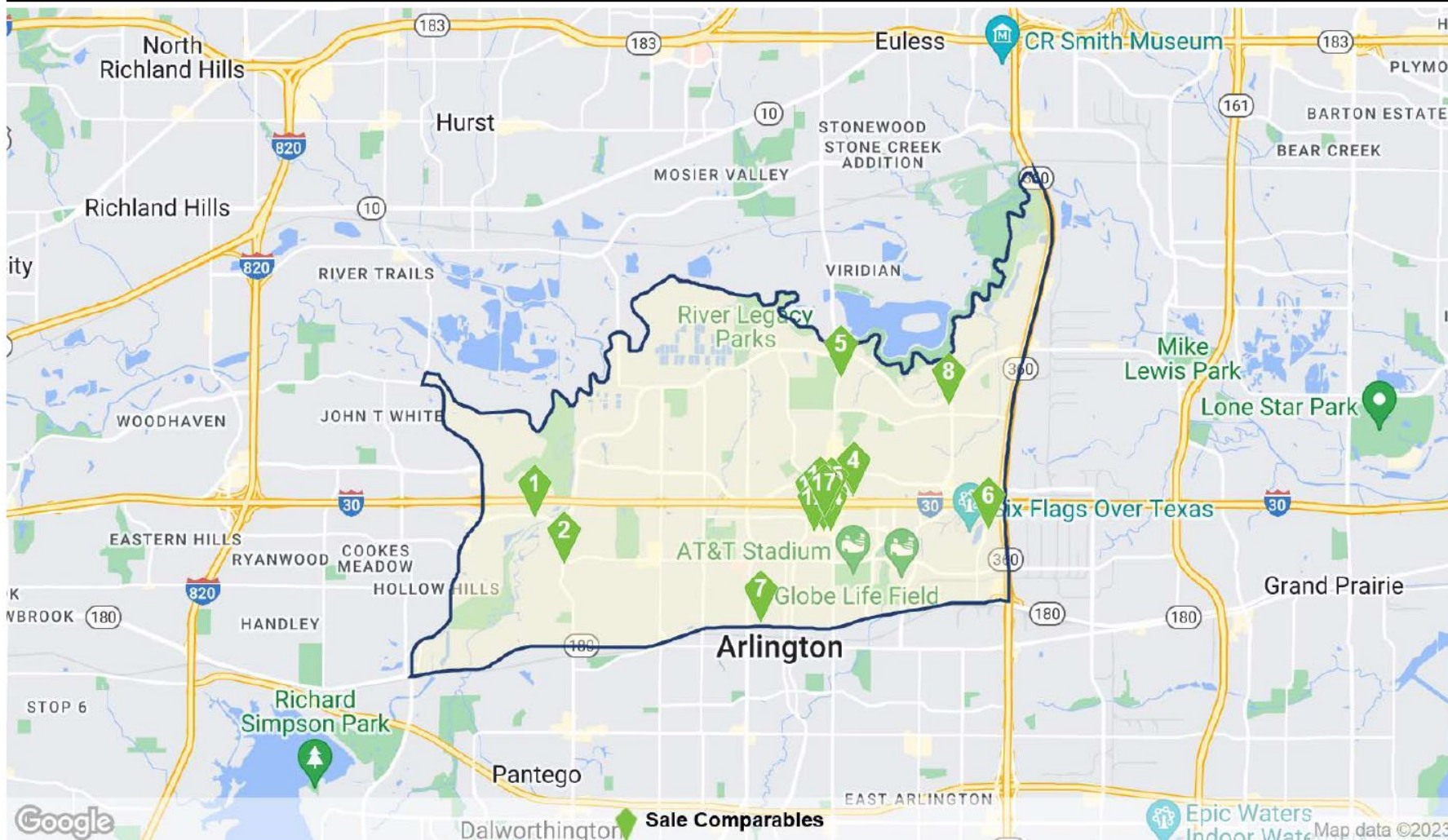
Avg. Price/SF

\$427

Avg. Vacancy At Sale

0%

SALE COMPARABLE LOCATIONS



Overview

South Arlington Retail

12 Mo Deliveries in SF

29.1K

12 Mo Net Absorption in SF

(204K)

Vacancy Rate

5.3%

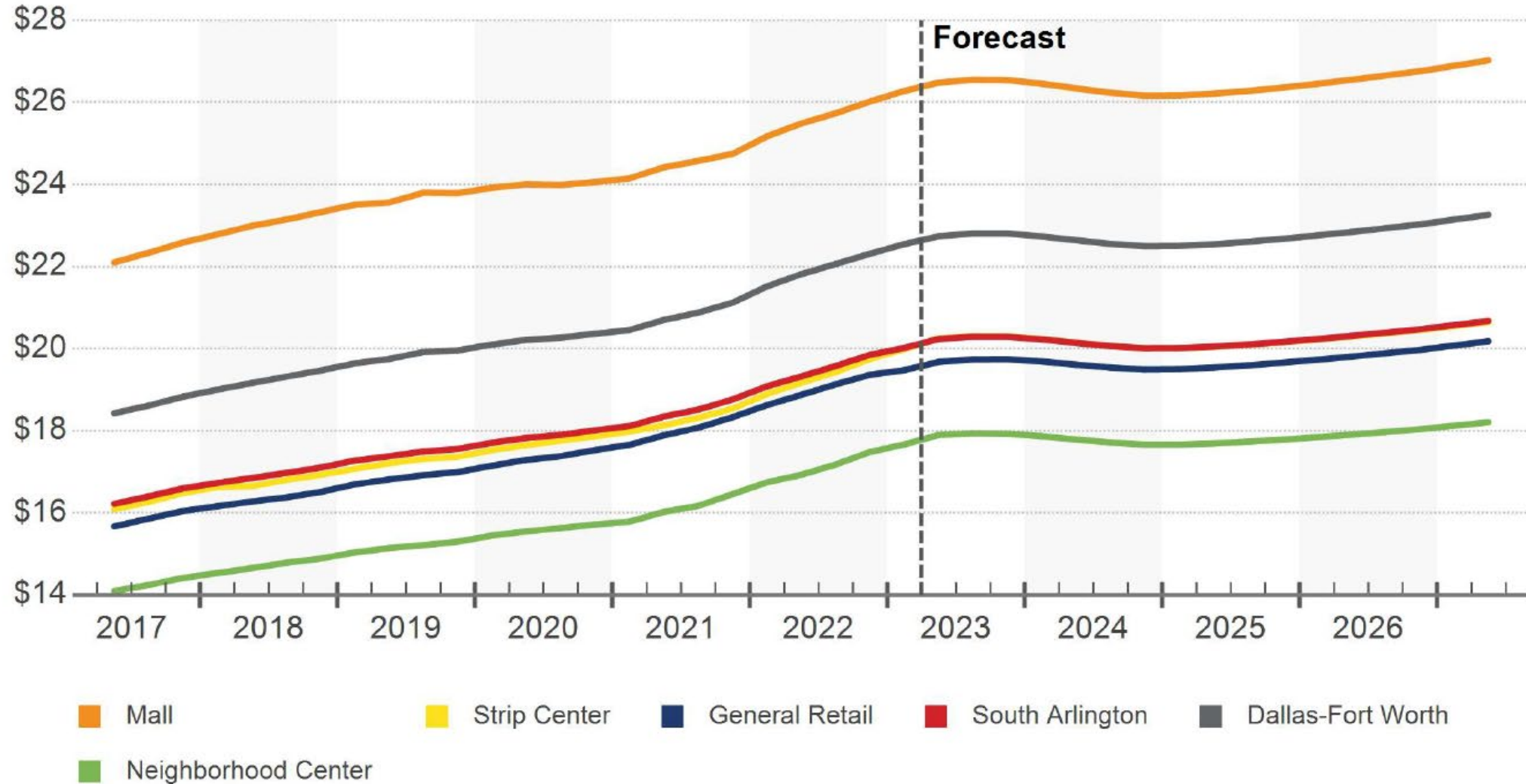
12 Mo Rent Growth

4.7%

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	2,838,507	6.5%	\$26.43	6.4%	(15,183)	0	0
Power Center	0	-	-	-	0	0	0
Neighborhood Center	5,668,829	8.7%	\$17.86	6.3%	(36,792)	0	0
Strip Center	1,883,951	5.2%	\$20.21	4.9%	3,464	0	0
General Retail	7,936,376	2.4%	\$19.65	3.0%	(16,643)	0	93,687
Other	0	-	-	-	0	0	0
Submarket	18,327,663	5.3%	\$20.20	4.7%	(65,154)	0	93,687

MARKET RENT PER SQUARE FEET



All-Time Annual Avg. Square Feet

187,588

Delivered Square Feet Past 8 Qtrs

77,201

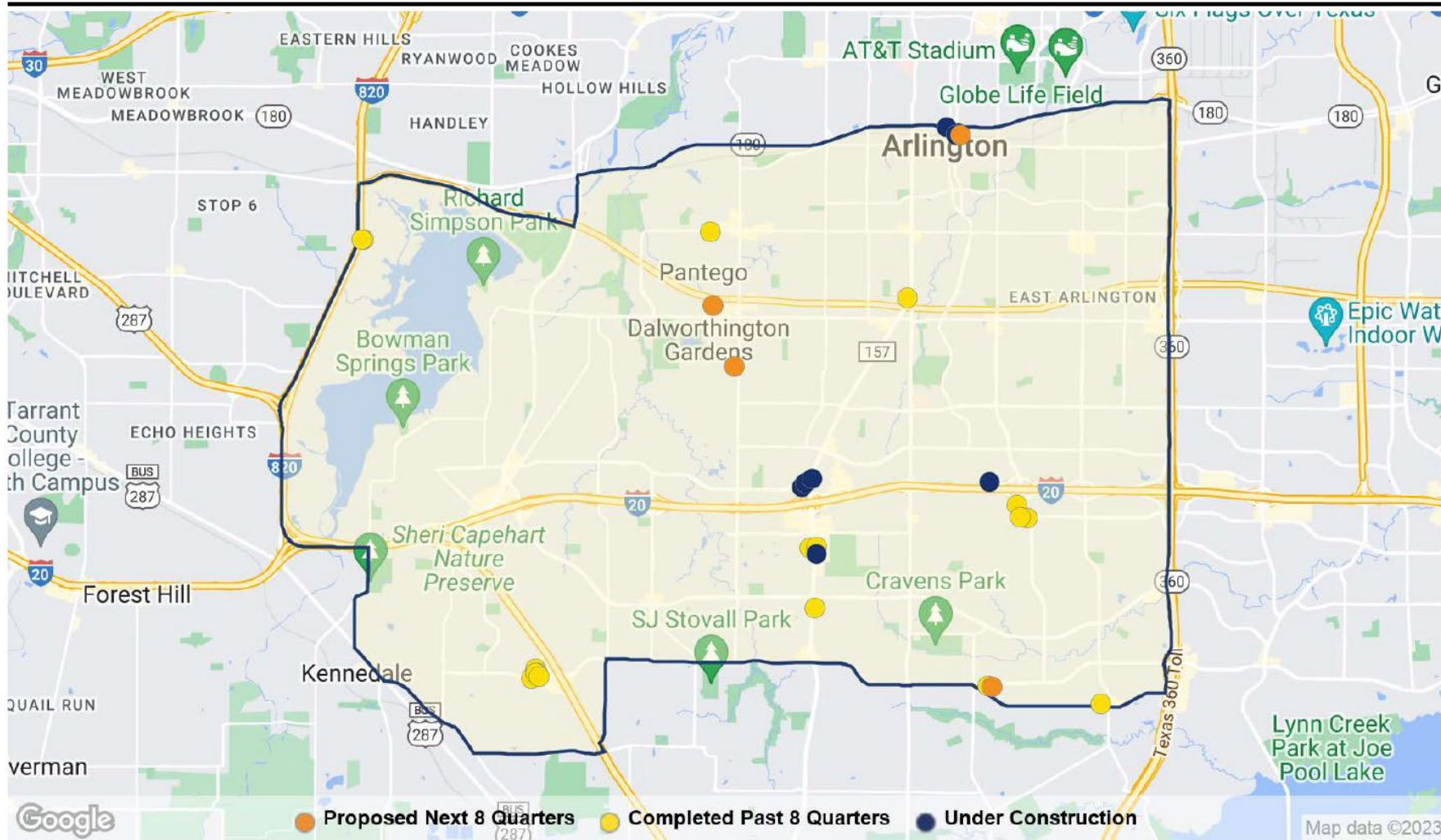
Delivered Square Feet Next 8 Qtrs

93,687

Proposed Square Feet Next 8 Qtrs

201,734

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



Sales Past 12 Months

South Arlington Retail

Sale Comparables

64

Avg. Cap Rate

5.9%

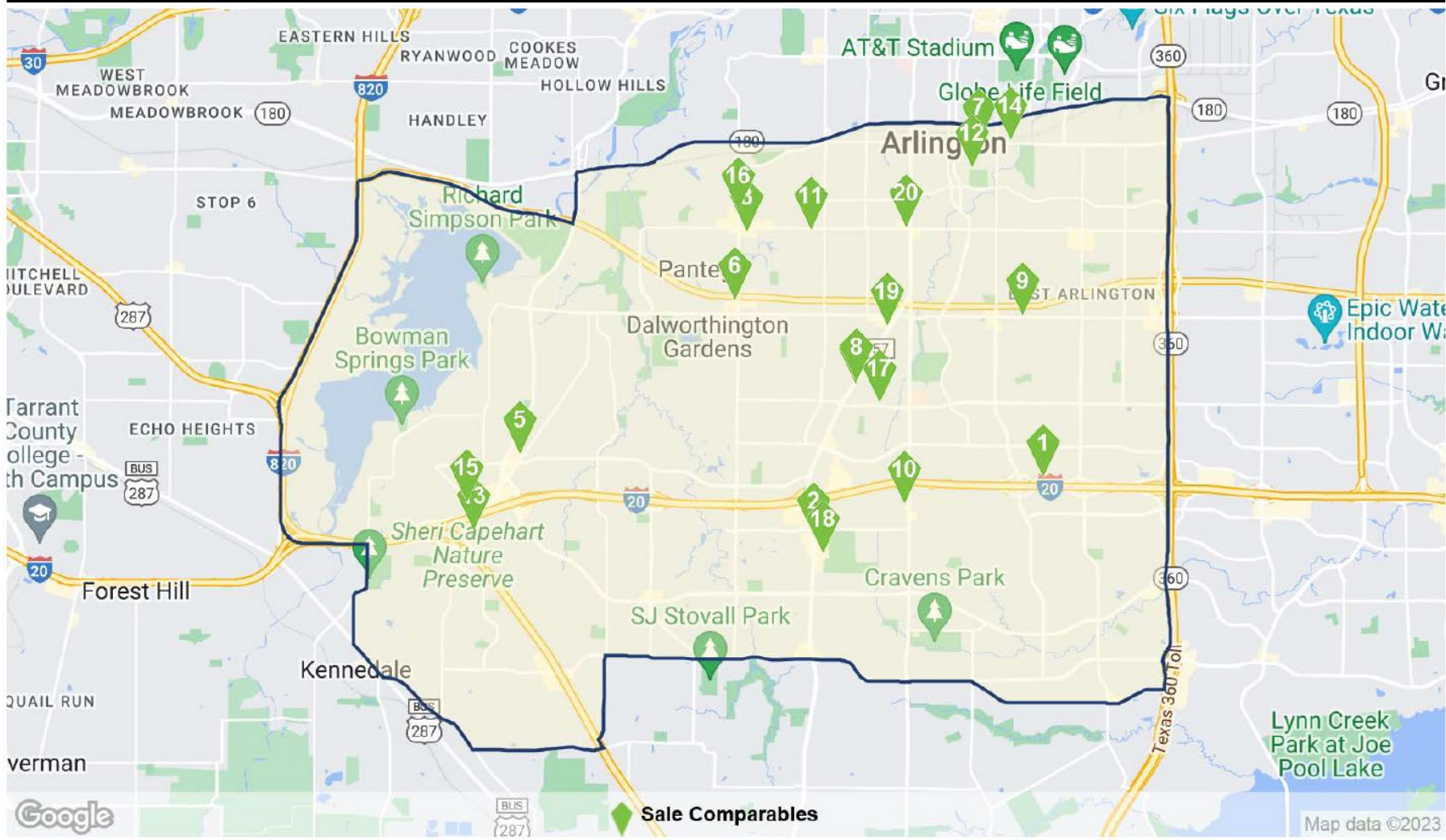
Avg. Price/SF

\$341

Avg. Vacancy At Sale

4.3%

SALE COMPARABLE LOCATIONS





Industry Spotlight

Machinery Manufacturing

Dallas-Fort Worth-Arlington, TX MSA



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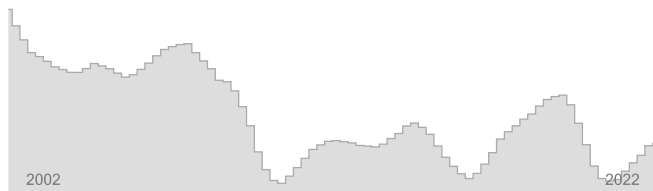
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Machinery Manufacturing Dallas-Fort Worth-Arlington, TX MSA – 2022Q4

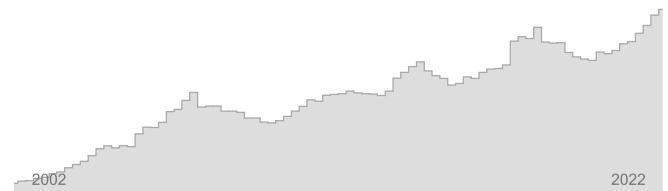
EMPLOYMENT



16,901

Regional employment / 1,114,221 in the nation

WAGES



\$77,894

Avg Wages per Worker / \$81,373 in the nation

0.0% ↓

Avg Ann % Change Last 10 Years / **+0.0%** in the US



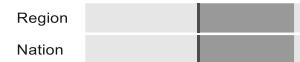
0.4%

% of Total Employment / **0.7%** in the US

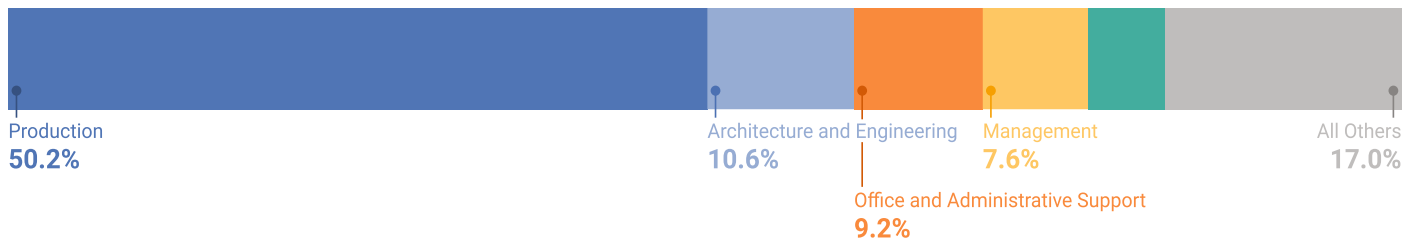


2.4% ↑

Avg Ann % Change Last 10 Years / **+2.4%** in the US

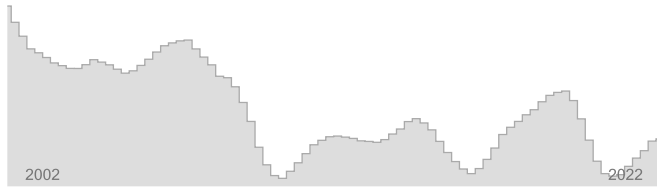


TOP OCCUPATION GROUPS

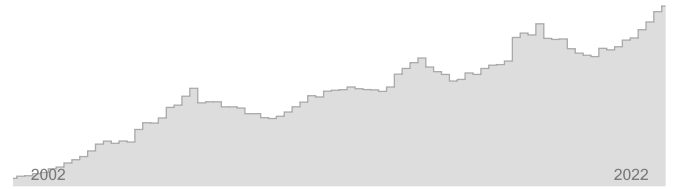


Industry Snapshot

EMPLOYMENT



WAGES

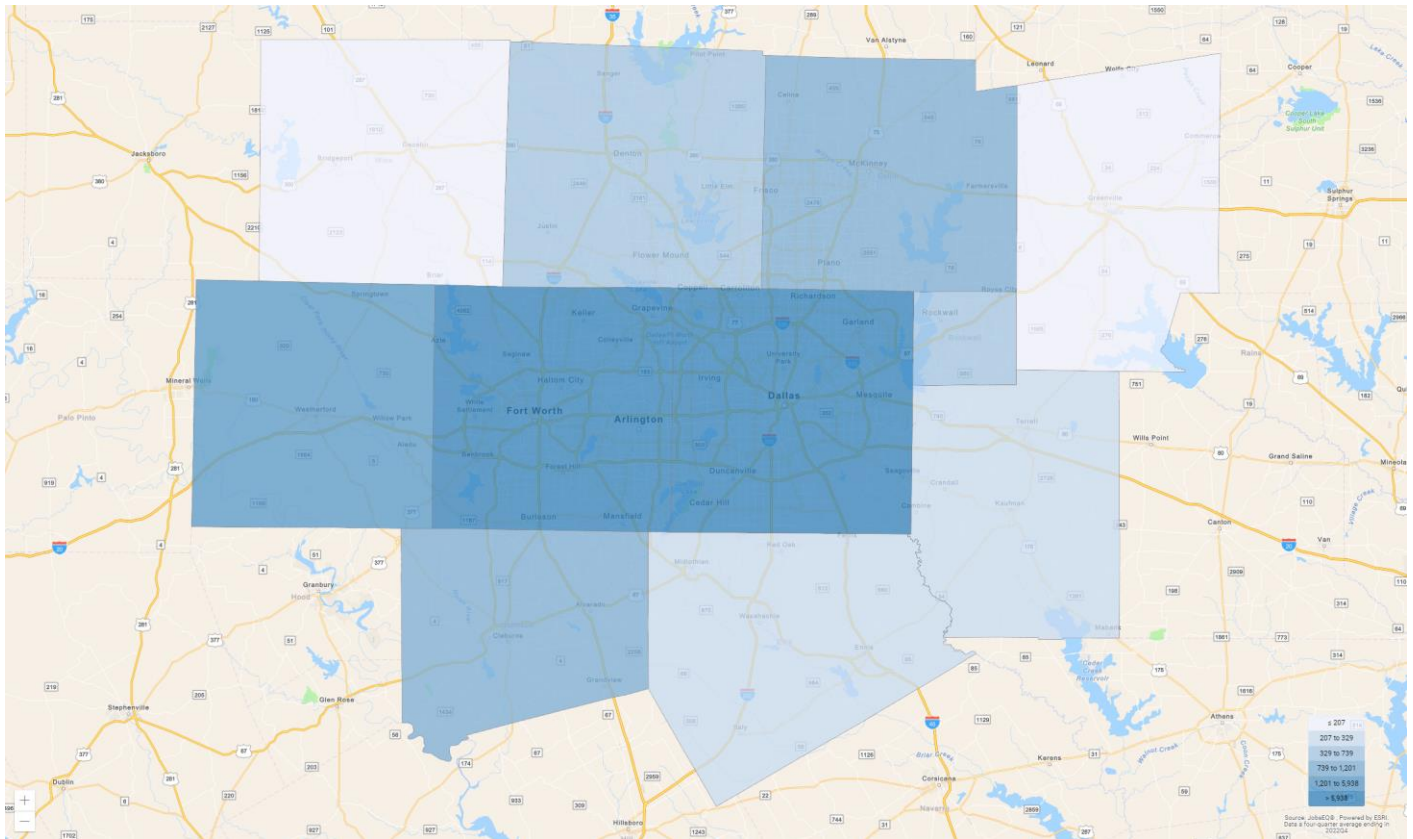


3-Digit Industry	Empl	Avg Ann Wages	LQ	5yr History	Annual Demand	Forecast Ann Growth
Machinery Manufacturing	16,901	\$77,894	0.59		1,754	0.1%

Employment is one of the broadest and most timely measures of a region's economy. Fluctuations in the number of jobs shed light on the health of an industry. A growing employment base creates more opportunities for regional residents and helps a region grow its population.

Since wages and salaries generally compose the majority of a household's income, the annual average wages of a region affect its average household income, housing market, quality of life, and other socioeconomic indicators.

Geographic Distribution



Region	Empl	Region	Empl
Tarrant County, Texas	6,422	Denton County, Texas	696
Dallas County, Texas	5,939	Rockwall County, Texas	329
Parker County, Texas	1,201	Ellis County, Texas	329
Johnson County, Texas	838	Kaufman County, Texas	207
Collin County, Texas	740	Wise County, Texas	115
		All Others	85

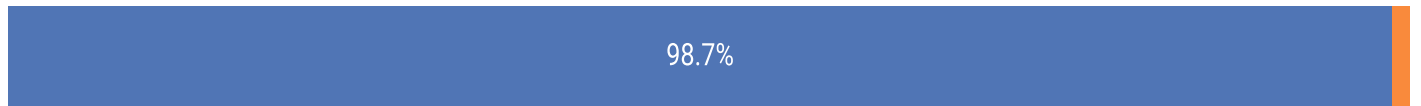
Source: JobsEQ®



 The geographic distribution of industry employment by place of work illustrates the impact on labor force demand and commuting patterns.

Employment Distribution by Type

The table below shows the employment mix by ownership type for Machinery Manufacturing for the Dallas-Fort Worth-Arlington, TX MSA. Four of these ownership types — federal, state, and local government and the private sector — together constitute “Covered Employment” (employment covered by the Unemployment Insurance programs of the United States and reported via the Quarterly Census of Employment and Wages).

“Self-Employment” refers to unincorporated self-employment and represents workers whose primary job is self-employment (that is, these data do not include workers whose primary job is a wage-and-salary position that is supplemented with self-employment).



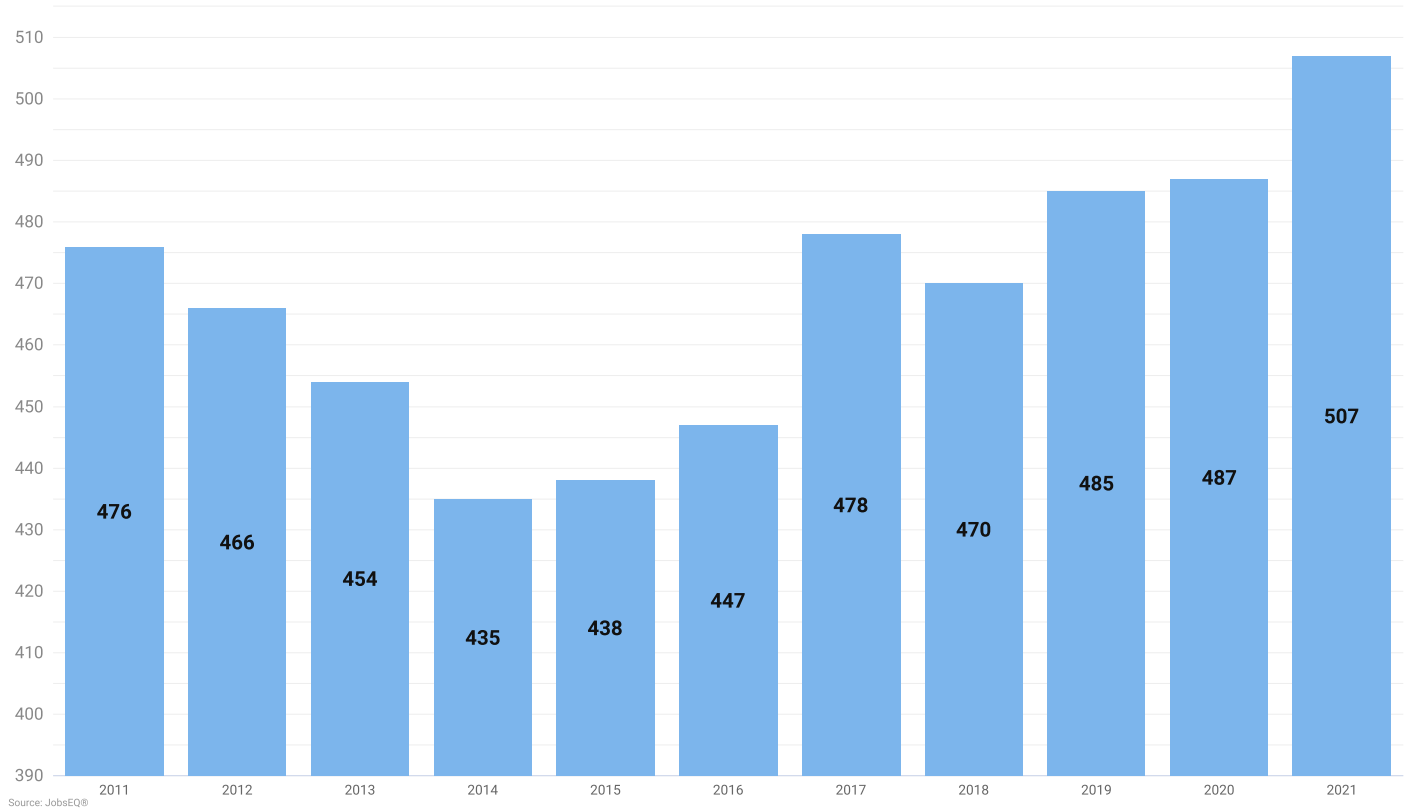
	Empl	%
 Private	16,678	98.7%
 Self-Employment	223	1.3%
 Other Non-Covered	0	0.0%


Source: JobsEQ®

 Strong entrepreneurial activity is indicative of growing industries. Using self-employment as a proxy for entrepreneurs, a higher share of self-employed individuals within a regional industry points to future growth.

Establishments

In 2021, there were 507 Machinery Manufacturing establishments in the Dallas-Fort Worth-Arlington, TX MSA (per covered employment establishment counts), an increase from 476 establishments ten years earlier in 2011.



 New business formations are an important source of job creation in a regional economy, spurring innovation and competition, and driving productivity growth. Establishment data can provide an indicator of growth in businesses by counting each single location (such as a factory or a store) where business activity takes place, and with at least one employee.

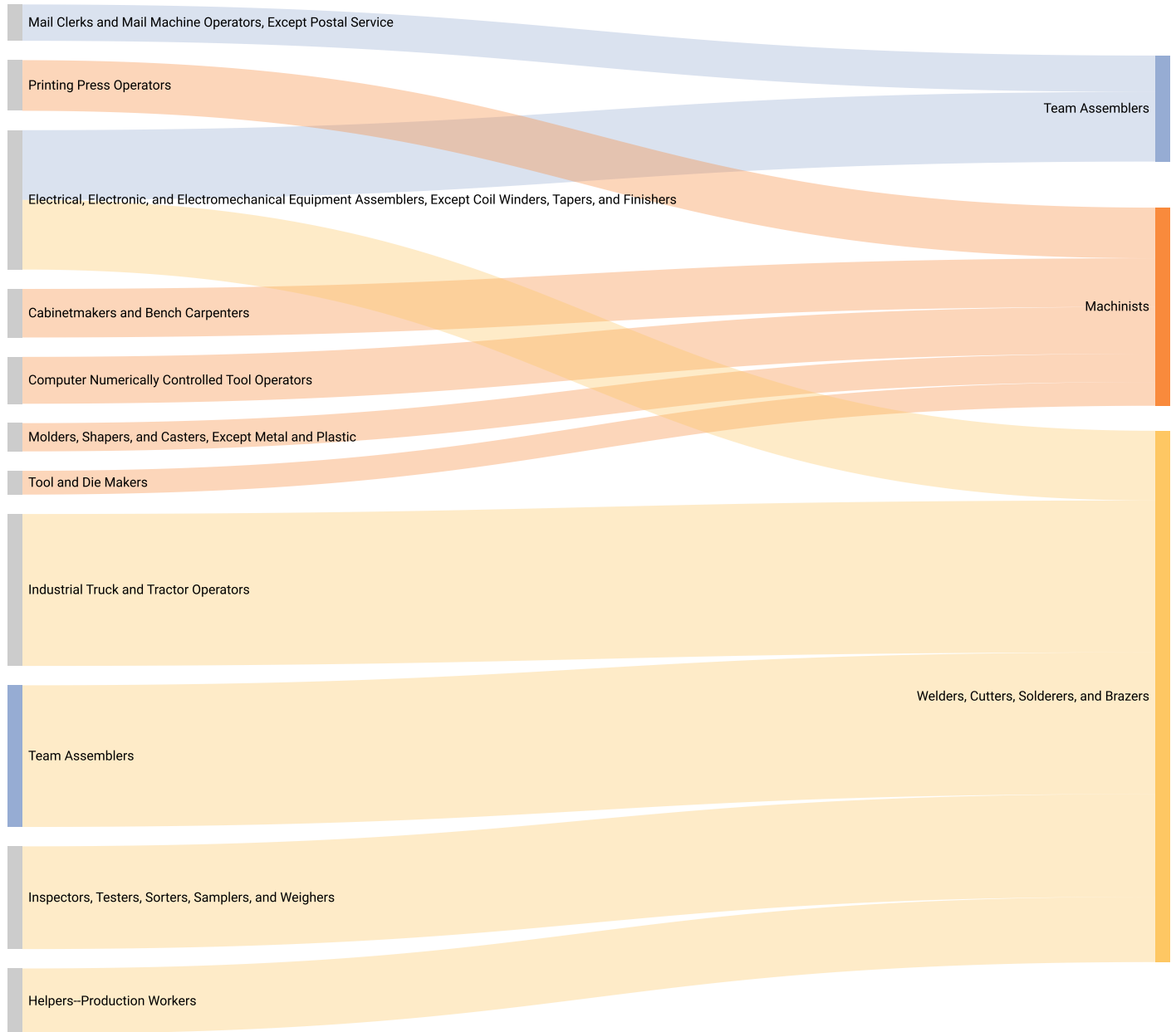
Supply Chain: Top Suppliers


As of 2022Q4, Machinery Manufacturing in the Dallas-Fort Worth-Arlington, TX MSA are estimated to make \$3.0 billion in annual purchases from suppliers in the United States with about 51% or \$1.5 billion of these purchases being made from businesses located in the Dallas-Fort Worth-Arlington, TX MSA.

3-digit Supplier Industries	Purchases from In-Region (\$M)	Purchases from Out-of-Region (\$M)
Machinery Manufacturing	\$206.3	\$194.6
Primary Metal Manufacturing	\$138.4	\$189.9
Fabricated Metal Product Manufacturing	\$142.3	\$145.4
Professional, Scientific, and Technical Services	\$122.6	\$104.9
Management of Companies and Enterprises	\$116.0	\$34.1
Remaining Supplier Industries	\$793.9	\$783.3
Total	\$1,519.4	\$1,452.2

 Supplier-buyer networks can indicate local linkages between industries, regional capacity to support growth in an industry, and potential leakage of sales out of the region.

Sector Strategy Pathways





 The graphics on this page illustrate relationships and potential movement (from left to right) between occupations that share similar skill sets. Developing career pathways as a strategy promotes industry employment growth and workforce engagement.

Postsecondary Programs Linked to Machinery Manufacturing

Program	Awards
Collin County Community College District	
Welding Technology/Welder	91
El Centro / Dallas College	
Welding Technology/Welder	65
Lincoln College of Technology-Grand Prairie	
Computer Numerically Controlled (CNC) Machinist Technology/CNC Machinist	70
Welding Technology/Welder	158
Tarrant County College District	
Welding Technology/Welder	55
The University of Texas at Arlington	
Mechanical Engineering	284
The University of Texas at Dallas	
Mechanical Engineering	293
Universal Technical Institute-Dallas Fort Worth	
Welding Technology/Welder	181
University of North Texas	
Mechanical Engineering	165
Mechanical/Mechanical Engineering Technology/Technician	56

Source: [JobsEQ®](#)

 The number of graduates from postsecondary programs in the region identifies the pipeline of future workers as well as the training capacity to support industry demand.

 Among postsecondary programs at schools located in the Dallas-Fort Worth-Arlington, TX MSA, the sampling above identifies those most linked to occupations relevant to Machinery Manufacturing. For a complete list see JobsEQ®, <http://www.chmuraecon.com/jobseq>

Data Notes

- Industry employment and wages (including total regional employment and wages) are as of 2022Q4 and are based upon BLS QCEW data, imputed by Chmura where necessary, and supplemented by additional sources including Census ZBP data. Employment forecasts are modeled by Chmura and are consistent with BLS national-level 10-year forecasts.
- Occupation employment is as of 2022Q4 and is based on industry employment and local staffing patterns calculated by Chmura and utilizing BLS OEWS data. Wages by occupation are as of 2022, utilizing BLS OEWS data and imputed by Chmura.
- GDP is derived from BEA data and imputations by Chmura. Productivity (output per worker) is calculated by Chmura using industry employment and wages as well as GDP and BLS output data. Supply chain modeling including purchases by industry are developed by Chmura.
- Postsecondary awards are per the NCES and are for the 2020-2021 academic year.
- Establishment counts are per the BLS QCEW data.
- Figures may not sum due to rounding.

Region Definition

Dallas-Fort Worth-Arlington, TX MSA is defined as the following counties:

Collin County, Texas

Dallas County, Texas

Denton County, Texas

Ellis County, Texas

Hunt County, Texas

Johnson County, Texas

Kaufman County, Texas

Parker County, Texas

Rockwall County, Texas

Tarrant County, Texas

Wise County, Texas

FAQ

What is (LQ) location quotient?

Location quotient is a measurement of concentration in comparison to the nation. An LQ of 1.00 indicates a region has the same concentration of an industry (or occupation) as the nation. An LQ of 2.00 would mean the region has twice the expected employment compared to the nation and an LQ of 0.50 would mean the region has half the expected employment in comparison to the nation.

What is annual demand?

Annual demand is a of the sum of the annual projected growth demand and separation demand. Separation demand is the number of jobs required due to separations—labor force exits (including retirements) and turnover resulting from workers moving from one occupation into another. Note that separation demand does not include all turnover—it does not include when workers stay in the same occupation but switch employers. Growth demand is the increase or decrease of jobs expected due to expansion or contraction of the overall number of jobs.

What is the difference between industry wages and occupation wages?

Industry wages and occupation wages are estimated via separate data sets, often the time periods being reported do not align, and wages are defined slightly differently in the two systems (for example, certain bonuses are included in the industry wages but not the occupation wages). It is therefore common that estimates of the average industry wages and average occupation wages in a region do not match exactly.

Staff Report



Professional Services Contract with EDSuite

Arlington Economic Development Corporation
Meeting Date: 06-20-2023

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute a Professional Services Contract for professional services with Encore Communications, LLC d/b/a EDSuite (ED Suite).

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

To advance the goals of the adopted Economic Development Strategic Plan, the AEDC would like to secure the professional services of an economic development-specific marketing and branding firm. Founded in 2005, EDSuite specializes in marketing cities for economic development. They were the first company to create online tools specifically for economic developers, launching over two hundred websites, serving organizations across Texas and beyond. ED Suite is currently contracted to provide website development services to the AEDC.

These additional services involve the creation and support of a media strategy for the AEDC business attraction website including, but not limited to the following: digital advertising, media asset creation, social design and content, and broadcast video and audio.

The term of the agreement will be six (6) months.

FINANCIAL IMPACT

The total financial impact of this agreement is \$118,300.

Funding is available in the AEDC account no. CC973010-65000-SC0658.

ADDITIONAL INFORMATION

Attached:	Resolution and Professional Services Contract
Under separate cover:	None
Available in the City Secretary's office:	None
Form 1295:	Yes
MWBE:	No

STAFF CONTACTS

Broderick Green
Executive Director
Arlington Economic Development Corporation
817-459-6432
Broderick.Green@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to execute a Professional Services Contract between the Arlington Economic Development Corporation and Encore Communications, LLC d/b/a EDSuite

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Professional Services Contract with Encore Communications, LLC d/b/a EDSuite for professional services in an amount not to exceed \$118,300. Funds are budgeted in AEDC CC973010-65000-SC0658.

II.

A substantial copy of the Professional Services Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2023, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directs of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Alex Busken, Assistant Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY _____

Professional Services Contract

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Professional Services Contract

THIS CONTRACT is entered into on this _____ day of _____, 2023, by and between the **Arlington Economic Development Corporation**, a corporation located in Tarrant County, Texas (hereinafter referred to as “EDC” or “Client”), acting by and through its Executive Director, and **Encore Communications, LLC d/b/a EDSuite**, a Texas limited liability company, (hereinafter referred to as “CONSULTANT” or “EDSuite”).

WITNESSETH:

WHEREAS, EDC desires to obtain a professional services in connection with the design and development and distribution of marketing and advertising assets (hereinafter referred to as “PROJECT”); and

WHEREAS, CONSULTANT is qualified to provide such services and is willing to undertake such services for EDC in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to complete the Project specifically including, but not necessarily limited to, the tasks enumerated more fully in **Exhibit “A”** to this Contract, attached hereto and incorporated herein by reference and made a part hereof as if written word for word. However, in the event of

any discrepancy or conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding on the parties hereto.

III. **Compensation**

EDC agrees to pay to CONSULTANT for satisfactory completion of all services included in this Contract a total fee not to exceed **One Hundred Eighteen Thousand Three Hundred Dollars \$118,300**), which includes all out of pocket expenses, including but not limited to supplies, printing, and postage. The cost estimate for accomplishing the specified scope of services at the hourly rates agreed to is included in **Exhibit "A"-Arlington EDC Statement of Work**. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by EDC in writing to proceed.

EDC agrees to compensate CONSULTANT upon the satisfactory completion of each task as set out in the Budget included in **Exhibit "A"**. CONSULTANT will submit to EDC an invoice for services performed by CONSULTANT on a monthly basis. Terms of each invoice shall be net thirty (30) days. Each invoice shall show the work completed on each phase of the Project, a brief summary of the work performed, and the total of the invoice amount as well as running total balance. Final payment will be made within 30 days after completion of the final task and EDC's receipt of all Deliverables, as defined in **Exhibit "A"**.

The Scope of Services shall be strictly limited. EDC shall not be required to pay any amount in excess of the original proposed amount unless EDC shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to EDC will not be sufficient to complete the authorized work, CONSULTANT will immediately notify EDC in writing of said fact.

IV. **Term**

This Contract shall begin on the date first written above and shall terminate upon the completion of the Scope of Services, unless terminated earlier in accordance with the terms of this Contract. CONSULTANT shall begin work upon receipt of a Notice to Proceed from the EDC.

V. **Termination**

EDC may terminate this Contract with or without cause and without penalty upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, reports, photographs, marketing and advertising assets, etc. prepared by CONSULTANT and all subcontractors will be delivered to EDC and shall become the

property of EDC upon final payment to CONSULTANT. EDC shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice EDC for all work performed within thirty (30) days of termination notice. EDC shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VI. **Ownership of Documents**

All drawings and specifications prepared or assembled by CONSULTANT under this Contract shall become the sole property of EDC and shall be delivered to EDC, without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the plans may be freely used by the CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the drawings, specifications and other documents by others subsequent to the completion of the Contract.

VII. **Insurance**

- A. CONSULTANT shall at CONSULTANT's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all the insurance required under this contract and such insurance has been approved by EDC, nor shall CONSULTANT allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.
1. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONSULTANT's liability for injury to or death of employees of EDC and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
 5. Umbrella Liability Insurance of not less than \$2,000,000 per occurrence, following form and drop down provisions included.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Except for Worker's Compensation and Professional Liability insurance, the policy shall name EDC as an additional insured as to all applicable coverage. The additional insured shall extend to premises/operations and products/completed operations.
 2. Each policy will require that thirty (30) days prior to the cancellation of coverage, notice thereof shall be given to EDC to:

City of Arlington
Human Resources - Mail Stop 63-0790
PO Box 90231
Arlington, Texas 76004-3231

- If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to EDC is required. CONSULTANT shall also notify EDC within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);
3. The term "Owner" or "EDC" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of EDC and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of EDC.
 4. The policy phrase "other insurance" shall not apply to EDC where EDC is an additional insured on the policy; and

5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the EDC.
- D. CONSULTANT agrees to the following:

1. Except for Professional Liability, CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against EDC, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against EDC for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of CONSULTANT.
3. Approval, disapproval or failure to act by EDC regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability.
4. CONSULTANT shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the EDC by forwarding to:

City of Arlington
Human Resources - Mail Stop 63-0790
PO Box 90231
Arlington, Texas 76004-3231

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

VIII.

Right to Inspect Records

CONSULTANT agrees that EDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that EDC shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. EDC shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any sub-contractor or consultant agrees that EDC shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or sub-contractor involving transactions to the subcontract, and further, that EDC shall have access during normal working hours to all consultant or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. EDC shall give CONSULTANT or sub-contractor reasonable advance notice of intended audits.

IX. Indemnity

CONSULTANT undertakes and agrees to defend, indemnify and hold harmless EDC and any and all of their Boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONSULTANT's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent act on the part of CONSULTANT or CONSULTANT's officers, agents, employees or subcontractors of any tier.

Consultant warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by Consultant unless Consultant has obtained written permission from the copyright or trademark holder as required by law, subject also to the Client's consent. Consultant covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. Consultant will indemnify and hold Client and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such

copyright, royalty or trademark rights to the extent caused by Consultant or for whom Consultant is legally liable.

X.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of EDC in the performance of this Contract. No term or provision of or act of CONSULTANT or EDC under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, Contractors, subcontractors, and consultants, and that the doctrine of respondeat superior shall not apply between EDC and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between EDC and CONSULTANT.

XI.
Default

EDC reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT; or, if at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide SERVICES in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then EDC shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the SERVICES of other parties therefor. Any such act by EDC shall not be deemed a waiver of any other right or remedy of EDC. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to EDC of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse EDC for such excess, but in no event shall such excess exceed ten percent (10%) of the original Contract amount as set out in the Contract.

XII.
Changes

EDC may, from time to time, require changes in the scope of the SERVICES to be performed under this Contract. Such changes as are mutually agreed upon by and between EDC and CONSULTANT shall be incorporated by written modification to this Contract.

XIII.
Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the SERVICES called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

XIV.
Mailing Address

All notices and communications under this Contract to be mailed or delivered to EDC shall be sent to the address of EDC's agent as follows, unless and until CONSULTANT is otherwise notified:

Arlington Economic Development Corporation
1000 Ballpark Way
Suite 301
Arlington, Texas 76011
Attention: Broderick Green

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until EDC is otherwise notified:

Encore Communications, LLC d/b/a EDSuite
320 East Methvin St.
Longview, TX 75601
Attention: Erik Halvorson

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XV.
Successors and Assigns

EDC and CONSULTANT each binds himself and his successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither EDC nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XVI.
Applicable Law

This Contract is entered into subject to the Charter and ordinances of EDC as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. CONSULTANT will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

XVII.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XIX.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XX.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by EDC in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXIII.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXIV.
**Procurement of Goods and Services from Arlington
Businesses and/or Historically Underutilized Businesses**

In performing this contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to EDC projects and procurements, EDC also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. EDC will provide a Data Gathering Form with the award letter. CONSULTANT will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the CONSULTANT

and any other firms performing work as a part of this contract. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for CONSULTANT and any applicable firms. CONSULTANT will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request through the EDC's Diversity Management System (B2Gnow). CONSULTANT is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the EDC's Diversity Management System (B2Gnow). It will be the CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

**ENCORE COMMUNICATIONS, LLC
D/B/A EDSUITE**

BY _____
ERIK D. HALVORSON
CEO

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
BRODERICK GREEN
Executive Director

ATTEST

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____

THE STATE OF TEXAS § ENCORE COMMUNICATIONS, LLC
§ D/B/A EDSUITE
COUNTY OF _____ § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **ENCORE COMMUNICATIONS, LLC D/B/A EDSUITE**, a corporation of _____ County, Texas, and as _____ (Title) thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public In and For
The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS § ARLINGTON ECONOMIC
§ DEVELOPMENT CORPORATION
COUNTY OF TARRANT § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **BRODERICK GREEN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public In and For
The State of Texas

Notary's Printed Name

My Commission Expires: _____

Exhibit A

Arlington EDC Statement of Work

This Statement of Work (SOW) is in reference to the Professional Services Contract dated June ____, 2023 (the “Agreement”) between Encore Communications, LLC d/b/a EDSuite, a Texas limited liability company (“EDSuite” or “Consultant”) and Arlington Economic Development Corporation (“Client” or “Arlington EDC”). Upon executing this SOW with EDSuite, Client is also agreeing to the Agreement and the terms and conditions defined therein. To the extent that the terms in this SOW conflict with the terms in the Agreement, the terms of the Agreement shall prevail. Capitalized terms not defined herein shall be given the meaning subscribed to them in the Agreement.

Summary

This project involves the design and development and distribution of marketing and advertising assets (“Marketing Assets”) for use by Client (the “Project”). This Project will follow the timeline outlined below and does not include marketing services outside of what may be stated in this SOW.

Description of Services

This SOW includes the following activities and deliverables (collectively the “Services”):

- Onboarding and Discovery: This Project will commence with an initial onboarding and/or discovery meeting to align on Project objectives, background information and Project particulars.
- Marketing Asset Creative Consultation: At the onset of this Project, a maximum of four hours of EDSuite time will be included for meetings to collaborate with Client on the theme and design of the Marketing Assets (the “Creative”) typically including:
 - Video shoot consultation and planning
 - Design guidelines review
 - Creative direction
 - Content Writing

The theme decided on during the onset of this Project will be the basis for the design of any Marketing Assets. There will be a period of revisions, and development will start once Client has signed off on the Creative. Once development has started, any fundamental changes to such Creative requested by Client will be represented by a Change Order, which shall be paid in accordance with Article III of the Agreement and shall result in

changes to time within which the Project is to be completed. Changes to the timeline will be agreed upon by EDSuite and Client.

- Marketing Asset Design: EDSuite will develop the following Marketing Assets for the Project, based on direction, reference and source materials provided by Client in the Creative Consultation.
 - One OTT/Broadcast video with audio (edited into 6, 15 and 30 second versions)
 - One Google Banner ad set
 - Two social ads per months for the six month duration of the campaign
- Marketing Strategy: EDSuite will work with client to identify target audiences and develop a media strategy to effectively place the Marketing Assets in front of those audiences for the duration of the campaign.
- Media Management and Advertisement Placement: EDSuite will purchase space and place advertisements for a six-month advertising campaign designed to drive high-quality traffic to the Arlington EDC website. EDSuite shall report common campaign performance metrics to client.
- Target Media Budget: EDSuite will purchase advertising space for the client based on a six-month media budget of \$81,000. Budget will be allocated to the following media: geofence, prospecting/retargeting, digital video, Facebook and Instagram, LinkedIn, HULU, OTT, YouTube, and Spotify.

Additional Services

Additional services and Change Orders beyond the included support Services will be billed at the following rate:

- \$95/hour for project manager
- \$95/hour for copy writer
- \$125/hour for web developer support/designer support

Project Fees

Creative Fees	\$29,320
Project and Digital Management Fees	\$7,980
Client Target Media Budget	\$81,000
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Total Project Costs	\$118,300

Payment: EDSuite will invoice Client for Creative as delivered. The advertising campaign will be invoiced at the beginning of each month based on the monthly Target Media Budget under net-30 terms. In addition to the fees above, 15 percent of media spend will be retained by EDSuite as a variable project management fee. EDSuite will attempt to match actual media spend to client budget as closely as possible. However, some mediums include factors and advertising platforms outside of EDSuite’s control. Client understands actual spend may vary slightly (up to 5%) from Target Media Budget for a given campaign. No commission will be taken from any over-delivery. Similarly, the actual duration of the Project may vary slightly to achieve campaign goals and Target Media Budget.

Additional Service Fees: EDSuite will invoice Client following the end of each month for additional services and expenses incurred during the month.

Acceptance

The undersigned Client verifies that the terms of this Statement of Work are acceptable and agrees to be bound by the terms and conditions herein. The parties hereto are each acting with proper authority by their respective organizations.

Acceptance

Date: June ____, 2023

Date:

Encore Communications, LLC
d/b/a EDSuite

Arlington EDC

By:
Erik Halvorson | CEO

By:
Broderick Green, Executive Director

Staff Report



Arlington Economic Development Corporation –Abatement & Demolition Contract – Intercon Environmental, Inc. – 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street	
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Board Meeting Date: 06-20-2023	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to negotiate and execute a contract with Intercon Environmental, Inc. for the abatement of asbestos and the demolition of existing structures on real property located at 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street, in an amount not to exceed \$321,326.13 relative to a project authorized by Section 501.101 of the Texas Local Government Code.

PRIOR BOARD OR COUNCIL ACTION

On June 23, 2015, City Council approved Resolution No. 15-139, authorizing the creation of the Arlington Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code.

On November 15, 2022, the Arlington Economic Development Board of Directors were briefed on this project in executive session.

On December 7, 2022, in accordance with Section 505.159 of the Texas Local Government Code, the Economic Development Corporation held a public hearing on the Center Street Gateway Project, development of a research and development facility (or facilities) and/or a regional or national corporate headquarters facility (or facilities) for the creation or retention of primary jobs.

On January 24, 2023, City Council approved Resolution No. 23-034 accepting and approving the Arlington Economic Development Corporation Resolution 23-006 authorizing the Executive Director to execute a contract of sale with Altman Four Joint Venture for the purchase of real properties located **1411 and 1413 Altman Drive**, relative to a project authorized by Section 501.102 of the Texas Local Government Code.

On January 24, 2023, City Council approved Resolution No. 23-029 accepting and approving the Arlington Development Corporation Resolution No. 23-001 authorizing the Executive Director to execute a contract of sale with Snapping Turtle Investments, LLC for the purchase of real properties located at **1311 N Center Street, 1403 N Center Street, 1404 N Center Street, 1406 N Center Street, 1412 N Center Street, 1414 N Center Street and 1416 N Center Street**, relative to a project authorized by Section 501.102 of the Texas Local Government Code.

On January 24, 2023, City Council approved Resolution No. 23-032 accepting and approving the Arlington Economic Development Corporation Resolution 23-004 authorizing the Executive Director to execute a contract of sale with Cheryl A. Griffith for the purchase of real property located **1407 N Center Street**.

On January 24, 2023, City Council approved Resolution No. 23-030 accepting and approving the Arlington Economic Development Corporation Resolution No. 23-002 authorizing the Executive Director to execute a contract of sale with Christi Diane Wherry and Don Solmonson

for the purchase of real property located **1409 N Center Street**, relative to a project authorized by Section 501.102 of the Texas Local Government Code.

On January 24, 2023, City Council approved Resolution No. 23-031 accepting and approving the Arlington Economic Development Corporation Resolution No. 22-003 authorizing the Executive Director to execute a contract of sale with the Chad Rigsby for real property located at **1413 N Center Street**, relative to a project authorized by Section 501.102 of the Texas Local Government Code.

On April 18, 2023, the Arlington Economic Development Board of Directors approved Resolution No. 23-009 authorizing the Executive Director to execute an Interlocal Agreement with the Region VIII Education Service Center for Cooperative Purchasing with Interlocal Purchasing System TIPS/TAPS relative to procurement of goods and services from vendors under current and future contracts.

ANALYSIS

On March 15, 2023, the Arlington Economic Development Corporation acquired property located at 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street which was required for the development of a research and development facility (or facilities) and/or as a regional or national corporate headquarters facility (or facilities) for the creation or retention of primary jobs. In order to move forward with the project, the existing structures must be abated for asbestos and demolished. The Executive Director shall negotiate and execute a contract for these services with Intercon Environmental, Inc. in an amount not to exceed \$321,326.13.

FINANCIAL IMPACT

Economic Development Corporation Projects Fund, Account No. CC973005-61000-SC0533.

FY 2023
\$321,326.13

Impact for fiscal year 2023 includes asbestos abatement and demolition of existing structures.

ADDITIONAL INFORMATION

Attached:	Resolution
Under Separate Cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

Broderick Green Executive Director Arlington Economic Development Corporation 817-459-6432 Broderick.Green@arlingtontx.gov	Will Velasco Purchasing Manager Purchasing 817-459-6302 will.velasco@arlingtontx.gov
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ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution authorizing the Executive Director to negotiate and execute a contract with Intercon Environmental, Inc. for the abatement of asbestos and the demolition of existing structures on real property located at 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street in an amount not to exceed \$321,326.13 relative to a project authorized by Section 501.101 of the Texas Local Government Code

WHEREAS, the Arlington Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to include “land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements that are (1) for the creation and retention of primary jobs...;” and

WHEREAS, pursuant to Section 505.159 of the Texas Local Government Code a public hearing on the proposed Center Street Gateway Project was held on December 7, 2022; and

WHEREAS, the Board of Directors for the Arlington Economic Development Corporation now finds the demolition of existing structures on the property to be required for development of a research and development facility (or facilities) and/or a regional or national corporate headquarters facility (or facilities) for the creation or retention of primary jobs (the “Project”) and a necessary cost related to the Center Street Gateway Project; and

WHEREAS, the Board of Directors for the Arlington Economic Development Corporation finds that that abatement of asbestos and demolition of existing structures on the real property is consistent the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code and that the “cost” furthers the overall advancement of the Center Street Gateway Project; NOW THEREFORE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this body and as part of its official record.

II.

That the Board of Directors of the Arlington Economic Development Corporation hereby authorizes the Executive Director to negotiate and execute a contract, not to exceed \$321,326.13, with Intercon Environmental, Inc. for the abatement of asbestos and the demolition of existing structures on real property located at 1411 Altman Drive, 1413 Altman Drive, 1404 N Center Street, 1407 N Center Street, 1409 N Center Street and 1413 N Center Street. Funds for the contract are available in the Arlington Economic Development Projects Fund Account No. CC973005-61000-SC0533.

PRESENTED AND PASSED on this the _____ day of _____, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

ATTEST:

Michael Jacobson, President

Alex Busken, Assistant Secretary

APPROVED AS TO FORM:
Molly Shortall, Counsel for the
Arlington Economic Development
Corporation

BY _____