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

# AGENDA January 21, 2025 AT 4:00 p.m. City Hall Council Briefing Room 3<sup>rd</sup> 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
  - A. December 11, 2024, Meeting
- III. Standing Reports
  - A. Monthly Financials
  - B. Real Estate Report
  - C. Industry Spotlight Report
- IV. Presentations
  - A. FDI Strategy
  - B. AEDC Marketing Strategy FY 2025
- V. Items for Action:
  - A. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to amend the FY 2025 budget for the Arlington Economic Development Corporation.
  - B. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute an agreement with American City Business Journals for promotional services in the amount of \$72,500.
  - C. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Promotional Agreement between XFL Properties, LLC dba United Football League, the Arlington Economic Development Corporation, the Arlington Convention and Visitors Bureau and the City of Arlington relative to promotion of the City of Arlington and retention of a corporate headquarters and a football operations hub.
  - D. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Sponsorship Agreement between the National Medal of Honor Museum Foundation and the Arlington Economic Development Corporation relative to the Museum's Celebration of Honor on March 22, 2025.

#### VI. 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.

#### VII. Executive Director's Report

- A. ED Portfolio
- B. Office Relocation Update
- C. Staffing Update
- D. Future Presentations
- VIII. Future Agenda Items
- IX. Adjourn

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

# MINUTES OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

#### **December 11, 2024**

The Board of Directors of the Arlington Economic Development Corporation of the City of Arlington, Texas, convened in Regular Session on December 11, 2024, at 4:30 p.m., in the Auditorium of the Convention and Visitor's Bureau offices located at 1717 East Randol Mill Road, Arlington, Tx 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:
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Michael Jacobson	§	President
Mojy Haddad	§	Vice President
John Whiteley	§	Treasurer
Gerald Alley	§	Board Member
Carmenza Moreno	§	Board Member

#### Absent:

Jollyn Mwisongo	§	Secretary
Paul Corson	§	Board Member

#### And

Trey Yelverton	City Manager
Marty Wieder	<b>Executive Director</b>
Jonathan Moss	Senior Attorney

#### I. Call to Order

President M. Jacobson called the meeting to order at 4:34 p.m.

#### II. Consideration of Minutes -November 13, 2024 Meeting

Treasurer J. Whiteley made a motion to approve the minutes of the November 13, 2024, Board meeting. Seconded by Board Member G. Alley. The motion carried with 5 ayes and 0 nays.

Approved

#### III. Standing Reports

- A. Real Estate Report
- B. Industry Spotlight Report

#### IV. Items for Action:

A. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Construction Manager – At-Risk contract for pre-construction services for the E-Space North American headquarters and manufacturing facility at Arlington Municipal Airport with Moss & Associates, LLC of Fort Lauderdale, Florida, in an amount not to exceed \$57,996.

Lyndsay Mitchell presented the resolution for consideration.

Vice President M. Haddad made a motion to approve the resolution. Seconded by Board Member G. Alley. The motion carried with 5 ayes and 0 nays.

#### **AEDC RESOLUTION NO. 24-026**

B. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Modification of the Professional Service contract for the E-Space architect M. Arthur Gensler Jr. & Associates, Inc., of San Francisco, California, in an amount not to exceed \$4,035,250 for Phase II design development of the E-Space project.

Lyndsay Mitchell presented the resolution for consideration.

Vice President M. Haddad made a motion to approve the resolution. Seconded by Treasurer J. Whiteley. The motion carried with 5 ayes and 0 nays.

#### AEDC RESOLUTION NO. 24-027

C. A resolution of the board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Modification of the Professional Service Contract for the project manager with Hill Building Group, LLC, of Arlington, Tx. In an amount not to exceed \$360,000 for Phase II design development of the E-Space project.

Lyndsay Mitchell presented the resolution for consideration.

Board Member G. Alley made a motion to approve the resolution. Seconded by Treasurer J. Whiteley. The motion carried with 5 ayes and 0 nays.

#### **AEDC RESOLUTION NO. 24-028**

D. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute a First Amendment to Performance Agreement with Eden Cooper LP relative to developing land on South Cooper Street in Arlington, Tx, into commercial properties.

Marcus Young presented the resolution for consideration.

Treasurer J. Whiteley made a motion to approve the resolution. Seconded by Vice President M. Haddad. The motion carried with 5 ayes and 0 nays.

**AEDC RESOLUTION NO. 24-029** 

President M. Jacobson announced that the Arlington Economic Development Corporation Board of Directors was going into closed session at 5:20p.m. on December 11, 2024, in accordance with the following sections of V.T.C.A. Government Codes, Chapter 551:

#### EXECUTIVE SESSION

- Section 551.087, Deliberation Regarding Economic Development Negotiations
- 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.

President M. Jacobson announced it was 5:50 p.m. on December 11, 2024, and the closed meeting was ending. The Arlington Economic Development Corporation Board of Directors reconvened in open session at 5:50 p.m.

- V. Executive Director's Reports
  - A. Staffing Update

Marty Wieder, Executive Director, presented. The Staffing Update included hiring of two project managers, Jessica Byerly and Whitney Jackson. They are due to start December 30, 2024, and January 13, 2025, respectively. A conditional offer letter was presented to the chosen candidate for the Assistant Executive Director position. The Director of Innovation and Entrepreneurship as well as Director of Targeted Attraction and State Affairs positions have been posted to the public.

B. New Office Construction Update

Marty Wieder reported that the construction timeline remains on track for a completion date of end of December with a move date target of the second week in January.

C. FY 24 Year End Financials

Erin Clark reported on the FY24 year-end financials.

D. 2024 Annual Report & 2025 Marketing Strategy

Marty Wieder presented the 2024 Annual Report citing accomplishments for the EDC and city of Arlington OED. The 2025 Marketing Strategy overview was given, citing more emphasis on advertising, sponsorships, and events.

E. Upcoming Presentations

Mr. Wieder again emphasized that a full marketing strategy and plan will be forthcoming.

VI. Future Agenda Items

No discussion.

VII. Adjourn

There being no further business, the meeting was adjourned at 6:15 p.m.

I, President M. Jacobson, of the Arlington Economic Development Corporation Board of Directors, do hereby certify that the foregoing certified agenda, as required by V.T.C.A., Government Code, Chapter 551, is a true and correct copy of the record of the Executive Session Meeting, held on October 15, 2024.

Arlington EDC Funds Flow Projection 01.14.2025	Actual FY 2021	Actual FY 2022	Actual FY 2023	Actual FY 2024	Budgeted FY 2025**	Projection FY 2026	Projection FY 2027	Projection FY 2028	Projection FY 2029	Projection FY 2030
Beginning Balance	\$ - \$	10,853,564 \$	33,352,739 \$	55,029,631	\$ 67,976,153	\$ 91,038,138 \$	82,869,632	\$ 100,162,524 \$	118,767,992	\$ 138,728,329
Sales Tax Revenue	11,164,714	24,115,528	23,849,011	24,554,781	25,535,637	26,301,706	27,090,757	27,903,480	28,740,584	29,602,802
Investement Income	- V	137,745	912,453	2,928,981	2,719,046	3,641,526	3,314,785	4,006,501	4,750,720	5,549,133
Other Revenue*	4	(888,339)	273,566	4,133						
Debt Proceeds			-		25,000,000		*	19	*	14
Available to Fund Ops and Projects	11,164,714	34,218,498	58,387,768	82,517,526	121,230,836	120,981,370	113,275,174	132,072,505	152,259,296	173,880,265
Operations	311,151	865,759	1,572,471	11,956,365	8,538,036	7,695,677	7,894,088	8,098,452	8,324,906	8,541,715
Available to Fund projects	10,853,564	33,352,739	56,815,297	70,561,161	112,692,800	113,285,693	105,381,086	123,974,053	143,934,391	165,338,550
Project Funding			7,631,350	2,585,009					4	
Project Commitments			-		21,654,661	30,416,061	2,918,561	2,906,061	2,906,061	2,906,061
Debt Service			- 5				2,300,000	2,300,000	2,300,000	2,300,000
Total Funded and Committed	-		7,631,350	2,585,009	21,654,661	30,416,061	5,218,561	5,206,061	5,206,061	5,206,061
Value of Fixed Assets (land)		1.	5,822,084			40	-			
Ending balance / Available to fund new projects	\$ 10,853,564 \$	33,352,739 \$	55,006,031 \$	67,976,153	\$ 91,038,138	\$ 82,869,632	\$ 100,162,524	\$ 118,767,992 \$	138,728,329	\$ 160,132,488

Assumed Growth in Sales Tax Revenue 4%
Assume rate of return on Cash 4%
Assumed inflation of Operations 3%

<sup>\*</sup>Other Revenue includes miscellaneous revenues plus (when applicable) the Reserve for Increase/Decrease in the Fair Market Value of Investments, an entry made in service to the City of Arlington's Comprehensive Annual Financial Report.

Budget Structure Amount Type Period Cost Center Hierarchy From Budget Date To Budget Date Non-Operating Budget Activity FY25 - Oct Economic Development Corporation 10/1/2024 9/30/2025

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Ехр
CC973005 Economic Development Corporation Projects	16,645,333			*		16,645,333	0.00%
61000:Purchase/Contract	16,645,333				-	16,645,333	0.00%
CC973010 Economic Development Corporation Operations	4,643,334	79,480	79,480	223,237	302,717	4,340,616	6.52%
50000:Salaries and Wages	1,633,223	24,256	24,256	•	24,256	1,608,966	1.49%
55000:Benefits	355,611	5,775	5,775	-	5,775	349,836	1,62%
60000:Supplies	322,000	440	440	65,836	66,276	255,724	20,58%
61000:Purchase/Contract	414,500	3,685	3,685	164,450	168,135	246,365	40.56%
62000:Utilities	20,000			-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	17,140	17,140	(17,050)	91	999,909	0.01%
65000:Miscellaneous Expense	755,000	2,847	2,847	10,000	12,847	742,153	1,70%
66000:Travel and Training	140,000	25,337	25,337	-	25,337	114,663	18.10%
67000:Interdepartmental Expense	3,000		-	-	-	3,000	0.00%

#### SALES TAX REVENUES

 TOTAL	1,896,894	Sales Month	Revenue Received	
	1,896,894	Oct-24	Dec-24	
		Nov-24	Jan-25	
		Dec-24	Feb-25	
		Jan-25	Mar-25	
		Feb-25	Apr-25	
		Mar-25	May-25	
		Apr-25	Jun-25	
		May-25	Jul-25	
		Jun-25	Aug-25	
		Jul-25	Sep-25	
		Aug-25	Oct-25	
		Sep-25	Nov-25	

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

Non-Operating Budget Activity FY25 - Oct Economic Development Corporation 10/1/2024 9/30/2025

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	16,645,333	3				16,645,333	0.00%
61000:Purchase/Contract	16,645,333		-		-	16,645,333	0.00%
SC0574 - Professional Services	16,645,333	- E		•		16,645,333	0.00%
CC973010 Economic Development Corporation Operations	4,643,334	79,480	79,480	223,237	302,717	4,340,616	6.52%
50000:Salaries and Wages	1,633,223	24,256	24,256		24,256	1,608,966	1.49%
SC50002 - Salaries: Operations	1,633,223	24,256	24,256	-	24,256	1,608,966	1,49%
55000:Benefits	355,611	5,775	5,775	-	5,775	349,836	1.62%
SC50004 - Benefits: Longevity/Stability	588		-	•	-	588	0,00%
SC55000 - Benefits : Worker's Comp	2,450	36	36	•	36	2,413	1,49%
SC55001 - Benefits : Employee Retirement	191,455	2,725	2,725		2,725	188,730	1,42%
SC55002 - Benefits : Disability Income Plan	3,593	35	35	•	35	3,558	0,98%
C55003 - Benefits : Employee Insurance	128,044	1,413	1,413	-	1,413	126,631	1,10%
SC55005 - Benefits : Medicare	23,682	356	356	•	356	23,326	1,50%
CC55008 - Benefits : Thrift Plan	•	786	786		786	(786)	0,00%
SC55009 - Benefits : Car Allowance	5,200	380	380	-	380	4,820	7,31%
SC55010 - Benefits : Phone Allowance	600	44	44		44	556	7,31%
i0000:Supplies	322,000	440	440	65,836	66,276	255,724	20.58%
C0500 - Office Supplies less than \$5,000	10,000	13	13		13	9,987	0.13%
CO514 - Other Supplies	3,000	*		65,836	65,836	(62,836)	2194,55%
CO516 - Supplies/Computer Hardware	22,000		-		-	22,000	0,00%
CO517 - Office Furniture less than \$5,000	60,000	*	37/	•		60,000	0.00%
CO521 - Cost Of Food & Beverage	10,000	427	427		427	9,573	4,27%
CO675 - Supplies/Computer Software	217,000	-	-	-	-	217,000	0.00%
1000:Purchase/Contract	414,500	3,685	3,685	164,450	168,135	246,365	40,56%
CO531 - Rental	19,500	1,935	1,935		1,935	17,565	9,92%
CO533 - Special Services	245,000	-		13,250	13,250	231,750	5,41%
CO574 - Professional Services	150,000	1,750	1,750	151,200	152,950	(2,950)	101.97%
52000:Utilities	20,000				-	20,000	0.00%
C0578 - Electric Service	20,000	•		-		20,000	0.00%
3000:Maintenance and Repair	1,000,000	17,140	17,140	(17,050)	91	999,909	0.01%
C0583 - Maintenance of Buildings	1,000,000	17,140	17,140	(17,050)	91	999,909	0,01%
5000:Miscellaneous Expense	755,000	2,847	2,847	10,000	12,847	742,153	1.70%
C0658 - Advertising	750,000	2,700	2,700	10,000	12,700	737,300	1,69%
C0735 - Employee Reimbursement - non travel/training	5,000	147	147	-	147	4,853	2,93%
6000:Travel and Training	140,000	25,337	25,337	-	25,337	114,663	18.10%
C0668 - Membership	40,000	25,264	25,264	-	25,264	14,736	63,16%
C0669 - Training	10,000	35	35	-	35	9,965	0,35%
C0670 - Registration	50,000	-	•	-	-	50,000	0,00%
C0671 - Travel	40,000	38	38	-	38	39,962	0,10%
7000:Interdepartmental Expense	3,000				-	3,000	0.00%
C0633 - General Services Charges	3,000		-	-	-	3,000	0,00%

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

Non-Operating Budget Activity FY25 - Nov Economic Development Corporation 10/1/2024 9/30/2025

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Ехр
CC973005 Economic Development Corporation Projects	16,645,333	7,000,000	7,000,000	2,985	7,002,985	9,642,348	42.07%
61000:Purchase/Contract	16,645,333	7,000,000	7,000,000	2,985	7,002,985	9,642,348	42,07%
CC973010 Economic Development Corporation Operations	4,643,334	99,289	178,769	216,367	395,136	4,248,198	8.51%
50000:Salaries and Wages	1,633,223	36,787	61,044	-	61,044	1,572,179	3.74%
55000:Benefits	355,611	9,155	14,930	-	14,930	340,681	4.20%
60000:Supplies	322,000	500	940	65,836	66,776	255,224	20.74%
61000:Purchase/Contract	414,500	46,735	50,420	119,650	170,070	244,430	41.03%
62000:Utilities	20,000	-			8	20,000	0.00%
53000:Maintenance and Repair	1,000,000		17,140	20,880	38,021	961,979	3.80%
55000:Miscellaneous Expense	755,000	5,774	8,620	10,000	18,620	736,380	2.47%
66000:Travel and Training	140,000	338	25,675		25,675	114,325	18.34%
67000:Interdepartmental Expense	3,000	-	-		-	3,000	0.00%

#### **SALES TAX REVENUES**

JALES TAX REVEROES					
	TOTAL	3,767,099	Sales Month	Revenue Received	7.70 C C C C C C C C C C C C C C C C C C C
	W Frankling and San	1,896,894	Oct-24	Dec-24	
		1,870,205	Nov-24	Jan-25	
			Dec-24	Feb-25	
			Jan-25	Mar-25	
			Feb-25	Apr-25	
			Mar-25	May-25	
			Apr-25	Jun-25	
			May-25	Jul-25	
			Jun-25	Aug-25	
			Jul-25	Sep-25	100000000
			Aug-25	Oct-25	
		The state of the s	Sep-25	Nov-25	

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

Non-Operating Budget Activity FY25 - Nov Economic Development Corporation 10/1/2024 9/30/2025

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	16,645,333	7,000,000	7,000,000	2,985	7,002,985	9,642,348	42.07%
61000:Purchase/Contract	16,645,333	7,000,000	7,000,000	2,985	7,002,985	9,642,348	42.07%
SC0574 - Professional Services	16,645,333	7,000,000	7,000,000	2,985	7,002,985	9,642,348	42,07%
CC973010 Economic Development Corporation Operations	4,643,334	99,289	178,769	216,367	395,136	4,248,198	8.51%
50000:Salaries and Wages	1,633,223	36,787	61,044		61,044	1,572,179	3.74%
SC50002 - Salaries: Operations	1,633,223	36,741	60,998		60,998	1,572,225	3.73%
SC50009 - Salaries: Language Pay		46	46		46	(46)	0.00%
SC55000 - Benefits : Worker's Comp				-	•		0,00%
SC55002 - Benefits : Disability Income Plan	-		*		*	•	0.00%
SC55003 - Benefits : Employee Insurance	ili	5.50	•	-			0.00%
SC55008 - Benefits : Thrift Plan	•	-					0.00%
SC55010 - Benefits : Phone Allowance	•		-	3-1			0,00%
55000:Benefits	355,611	9,155	14,930		14,930	340,681	4.20%
SC50002 - Salaries: Operations			mane de la companya d				0,00%
SC50004 - Benefits: Longevity/Stability	588			-	-	588	0.00%
SC55000 - Benefits : Worker's Comp	2,450	55	92	•	92	2,358	3,74%
SC55001 - Benefits : Employee Retirement	191,455	4,111	6,835		6,835	184,619	3,57%
SC55002 - Benefits : Disability Income Plan	3,593	76	111	•	111	3,482	3,10%
SC55003 - Benefits : Employee Insurance	128,044	3,056	4,469		4,469	123,575	3.49%
SC55005 - Benefits : Medicare	23,682	527	883	-	883	22,799	3,73%
SC55008 - Benefits : Thrift Plan		884	1,670	-	1,670	(1,670)	0,00%
SC55009 - Benefits : Car Allowance	5,200	400	780	-	780	4,420	15,00%
SC55010 - Benefits : Phone Allowance	600	46	90		90	510	15.00%
60000:Supplies	322,000	500	940	65,836	66,776	255,224	20,74%
SC0500 - Office Supplies less than \$5,000	10,000	139	152		152	9,848	1,52%
SC0514 - Other Supplies	3,000		-	65,836	65,836	(62,836)	2194.55%
SC0516 - Supplies/Computer Hardware	22,000		•			22,000	0,00%
SC0517 - Office Furniture less than \$5,000	60,000	-	-		(*	60,000	0,00%
SC0521 - Cost Of Food & Beverage	10,000	249	676		676	9,324	6.76%
SC0675 - Supplies/Computer Software	217,000	113	113	moral and a second	113	216,887	0.05%
61000: Purchase/Contract	414,500	46,735	50,420	119,650	170,070	244,430	41.03%
SC0531 - Rental	19,500	1,935	3,870	-	3,870	15,630	19,85%
SC0533 - Special Services	245,000	-	-	13,250	13,250	231,750	5,41%
SC0574 - Professional Services	150,000	44,800	46,550	106,400	152,950	(2,950)	101,97%
52000:Utilities	20,000			-		20,000	0.00%
SC0578 - Electric Service	20,000				•	20,000	0.00%
53000:Maintenance and Repair	1,000,000		17,140	20,880	38,021	961,979	3.80%
CO583 - Maintenance of Buildings	1,000,000		17,140	20,880	38,021	961,979	3.80%
55000:Miscellaneous Expense	755,000	5,774	8,620	10,000	18,620	736,380	2,47%
C0658 - Advertising	750,000	5,200	7,900	10,000	17,900	732,100	2.39%
C0735 - Employee Reimbursement - non travel/training	5,000	574	720		720	4,280	14,41%
6000:Travel and Training	140,000	338	25,675		25,675	114,325	18.34%
C0668 - Membership	40,000	338	25,602	-	25,602	14,399	64,00%
C0669 - Training	10,000		35	-	35	9,965	0,35%
CO670 - Registration	50,000	-	2		:	50,000	0.00%
5C0671 - Travel	40,000	-	38		38	39,962	0,10%
57000:Interdepartmental Expense	3,000			1.5	•	3,000	0.00%
5C0633 - General Services Charges	3,000	-	*	-		3,000	0.00%

APPROVED PROJECTS	Total Boots at		Payouts					
	Total Project —	ACTUA			PROJECTED			
	Amount Authorized	FY23	FY24	FY25	FY26	FY27-FY56		
Bell Textron Inc.	2,500,000	1,000,000	1,000,000	500,000	-			
Six Flags Southeast Project / Intercon Environmental	286,316	286,316	-	-	•	-		
Center Street Gateway Project	5,846,534	5,845,034	1,500	-	-	-1		
First Rate	1,500,000	500,000	500,000	500,000	-	-		
TMAC	100,000		5,000	95,000	-	*		
Sportec (startup incentive)	1,000,000		750,000	250,000	-	-		
Sportec (hiring grant)	32,500	-	- [	10,000	10,000	12,500		
Town North Redevelopment	2,361,600			2,361,600	-	-		
Go For Three / Sheraton redevelopment - 6(a) Parking Facility Contributions	15,000,000	-		2,333,333	2,333,333	10,333,333		
Go For Three / Sheraton redevelopment - 5(a)i Permit/Completion Guarantee	5,000,000	-	- 1	-	5,000,000	-		
E-space	25,000,000	-	-	2,500,000	22,500,000	-		
E-space architecture schematic design	328,509		328,509	-	-			
E-space building debt service	69,000,000	-	-	-	-	69,000,000		
Eden Cooper Business Park	3,407,000		-	3,407,000	-	•		
Ikon Technologies (VBI Group, Inc.)	7,000,000		-	7,000,000	•	-		
Mozee	4,179,096		-	1,132,728	507,728	2,538,640		
Salcomp	1,890,000	7	- 1	1,565,000	65,000	260,000		
Total Approved Project Payouts	131,362,459	7,631,350	2,585,009	21,654,661	30,416,061	82,144,473		

italics indicates projection

# FD8050 Arlington Economic Development Corporation CC973005 Economic Development Corporation Projects FY25 EDC Project Expenditures Detail by Month

NOTE: There were no project related expenditures in October.

#### **NOVEMBER**

Amount

Transaction Date

Payee

7,000,000.00

11/8/2024 VBI Group / IKON Technologies

7,000,000.00

#### **Summary by Project**

7,000,000.00 VBI Group / IKON Technologies

7,000,000.00 Total

#### **Economic Development Corporation**

#### Pro Forma

Report Date: 01.14.2025			ACT	UALS		PROJECTIONS										
IFD8050 CC 973010 (Operations) and CC 973005 (Projects)	1		2	3	4	3	6	7		9	10	11	12	13	14	15
Boshadan	FY:		FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Beginning	Refrance	*	10,853,564	33,352,739	55,029,631	67,976,153	91,438,138	42,869,632	100,162,524	118,767,992	138,728,329	160,132,488	184,455,917	211,928,287	241,204,807	272,378,80
Revenues - FD8050																
Sales Yax Revenue	11.1	164,714	24.115.528	23,849,011	24,554,781	2535,607	26,301,706	27,090,757	27,908,480	28.740.584	29.602.802	30,490,895	31.405.613	20.245.004		Section.
Interest	.,,	-	137,745	912,453	2,928,981	2719,046	1647,526	3,314,785	4,006,501	4.750.720	5549.133	The State of the S		32,347,781	33,318,214	34317,7
Miscellaneous Revenue			2	24,750	4,133	270,040	2,097,300	3,314,703	4,000,301	4/30/20	3549.00	6,405,300	7,378,237	8.477,131	9,648,192	10,895,15
Debt proceeds		-	-	24,730	3,00	25,000,000			-	-	-		-		-	
Reserve for Incr/Dear in FMV of Investments		14	(877,675)	248.816		2,000,000	-		-			-				-
Reserve for Accrued Comp Absences			(10,666)	240,010	-			_						-		
Total Revenues									(*)		-	-				
Total Revenues	11,16	64,714	23,364,934	25,035,029	27,487,895	53,254,683	29,943,232	30,405,543	31,909,981	33,491,304	35,151,935	36,896,186	38,783,849	40,824,912	42,966,407	45,212,91
Interfund Transfers																
Transfer to General Fund - Direct Support		12	(227,363)	(254,250)	(257,737)	(479,123)	(493,497)	(508.302)	(523,551)	(539,257)	(555,435)	(572,098)	(590.251)	/EOE 030)	(636147)	(642.00
Transfer to General Fund - Indirect Support			(221,303)										(589,261)	(606,939)	(625,147)	(643,90
		_		-	-	(516,474)	(531,968)	(531,968)	(531,968)	(547,927)	(547,927)	(547,927)	(564,365)	(564,365)	(564,365)	(581,29
Transfer to Aviation Fund for FBO acquisition		+			(9,500,000)	1	-		-	-		7	-	-	-	1
Transfer to Water PayGo Fund for Water Capital Projects					(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,00
Total Transfers		31	(227,363)	(254,250)	(10,307,737)	(1,545,597)	(1,575,465)	(1,590,270)	(1,605,519)	(1,637,184)	(1,653,362)	(1,670,025)	(1,703,426)	(1,721,304)	(1,739,512)	(1,775,197
Expenditures	DV.	/24	D/22	EVO2	EVO.4	Diar	0470	0.07	D.000							
•	PY.	21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
EDC Operations - CC973010		accepts.		China sour	12000200											
YTD Actuals (see monthly budget report)	1	(311,151)	(638,396)	(1,318,221)	(1,648,628)			-	-	-			+			
Remaining current year budget for EDC Operations Projected future budget		- 2	+	4		(6.992-09)	+	-		× .	-		F	- 4	*	
	0		wan som	0.316.336			(6,120,712)	(6,303,819)	(6,492,933)	(6,687,721)	(6,588,353)	(7,095,003)	(7,307,853)	(7,527,099)	(7,752,902)	(7,985,485
total	Operations (	(311,151)	(638,396)	(1,318,221)	(1,648,628)	(6,992,439)	(6,120,217)	(6,303,819)	(6,492,933)	(6,687,721)	(6,688,353)	(7,095,003)	(7,307,853)	(7,527,089)	(7,752,902)	(7,985,485
Projects - Active Incentive Agreements - CC973005																
Sis Riags Southeast Project / Intercon Environmental		-		(1,000,000)	11,000,000)	(500,000)			-	-		4.	*			-
Center Street Gateway Project		-	_	(5.845,034)	(1,500)	3			-	-		*	-			
First Pate			-	(500,000)	(500,000)	(500,000)	-	-	-	Q.	-	- 4	-	-	-	
TMAC		-	-	DALLONS	(5,000)	(95,000)		-		_				- 26		
Sportec (startup incentive)		-	-		(750,000)	(250,000)	-		-	~	-	- 1		-	-	-
Sportec (hiring grant)		-	-	- 4	(120)000)	(10,000)	70.000	(12,500)		-			-	- 3	-	-
Town North Redevelopment		-		-	-	(2.367.600)	Courte	14000	-		-	-	-			•
Go For Three / Sheraton redevelopment - 6(a) Parking Facility Contributions		-	-			(2.333.333)	(2.333,333)	(233333)	(2333.333)	(2.333,333)	(2.333.333)	(1,000,000)		-	-	-
Go For Three / Sheraton redevelopment - 5(a)i Permit/Completion Guarantee			-			- Barriana	(5,000,000)	4,000,000	Barroway	9,37,000	January .	11,000,000	-			-
FBO property acquisition / airport development			*				100.5415.00				-		-	**		-
f-space		-	- 141	-		(2.500,000)	(22,500,000)		-					-		16
E-space architecture schematic design			- × -		(328,509)		- h.	-					-	-		-
E-space building debt service		-	-	+-	18.	160	-	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2.300,00
Eden Cooper Business Park		+				(3,407,000)			*	7		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Participal	-	-	
Ikon Technologies (VBI Group, Inc.)		4			- 4.	(7,000,000)			-	- 10	14		16		1	
Mozee		. 4	-		-	(1,132,728)	(507,720)	(507,728)	(507,728)	(507,728)	(507,728)	(507,728)	-	-	-	-
Salcomp		14	- 4			(1,565,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)		14			-
Total Active Incent	ive Projects			(7,631,350)	(2,585,009)	(21,654,661)	(30,416,061)	(5,218,561)	(5,206,061)	(5,206,061)	(5,206,061)	(3,807,728)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000
TOTAL EXPENDITURES	(3	111,151)	(865,759)	(9,203,821)	(14,541,374)	(30,192,697)	(38,111,738)	(13,112,650)	(13,304,513)	(13,530,967)	(13,747,776)	(12,572,756)	(11,311,479)	(11,548,393)	(11,792,414)	(12,060,681
Value of Fixed Assets (Land)				\$845,684			V.								1000	
												-	-	•		
P. B.	Balance 10,85	3,564		55,029,631	67,976,153	91,030,131	82,869,632	100,162,524	118,767,992	138,728,529	160,132,488	184,455,917	211,928,287	241,204,807	272,378,896	305,537,627

^^^ 'prior year funding available for new projects' is a placeholder to demonstrate that there are funds leftover from prior years that can be utilitized during any year for any adopted project; these amounts will change periodically as this pro forma is updated

REVENUE Assumptions: FY25 is based on projected amended budget; all out years assume 3% growth

FY25 interest projections based on revenues to-date plus assumptions about the remaining months; all out years are calculated based on the prior year ending balance multiplied by 4%

FY25 is based on proposed amended budget, which includes \$1m for one-time construction costs at Choctaw Stadium; indirect costs for city services; and funding for all positions shown in the previously approved organization chart

FY26 and beyond operations expenditure projections assume 3% growth, with the exception of indirect costs: this amount is based on a citywide cost study which is performed once every three years

#### Projects EXPENDITURE Assumptions:

Bell Textron payment years based on project commencement/completion deadlines per the agreement.

Town North payment projected in FY28 based on 12/31/2027 project completion deadlines; timing subject to change

Six Flags Southeast Project: actual expenditure includes purchase price and dosing costs

Center Street Gateway Project: projection includes purchase price, attorneys fees and commissions; additional closing costs to be determined

First Rate will be paid \$500k per year for three years for a total of \$15m

Partnership with Texas Manufacturing Assistance Center (TMAC) are estimated expenditures per year for a total of \$100k total. Any funds not spent in a fiscal year are budgeted in the following fiscal year until all funds expended

Projected amounts for previously-approved projects for any given fiscal year are shown based on anticipated timing of payouts In any given fiscal year, the anticipated project payouts for that year are budgeted, and all remaining unencumbered fund balance is shown as available for project funding

In the event a project is approved during a fiscal year that will result in a payout that same fiscal year, the budget will be increased by that amount at the time of contract approval

# City of Arlington Retail Overview

January 2025 Report



#### SOUTH ARLINGTON SUBMARKET

The South Arlington retail submarket holds a vacancy rate of 5.3% as of the first quarter of 2025 (down from 5.6% in 2024 Q1), marginally above the DFW rate of 4.5%. Rents have increased to around \$21.76/SF with 19,400 SF of negative net absorption and 29,000 SF of new space delivered in the past year. Approximately 93,800 SF is under construction. Recent sales totaled \$10.8 million across 52 transactions, with the average price/SF at \$453.

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
29K	(19.4K)	5.3%	4.1%

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Asking Rent/SF	\$21.76 4	\$24.45	Existing Buildings	1,258 4	36,622 🛊
Vacancy Rate	5.3% 4	4.5%	Inventory SF	18.6M ≱	476M Å
Vacant SF	991K A	21.5M #	Average Building SF	14.8K <sub>†</sub>	13K ≱
Availability Rate	4.8% ≱	4.8% 🛊	Under Construction SF	93.8K A	4.7M <sub>†</sub>
Available SF Direct	893K A	22.6M <del>i</del>	12 Mo Delivered SF	29K †	3.4M <sub>v</sub>
Available SF Sublet	3.1K ∳	438K A			
Available SF Total	896K <b></b>	23M <del>i</del>	SALES	SUBMARKET	MARKET
Months on Market	13.7	11.2	12 Mo Transactions	52 ∳	1,453 🛊
			Market Sale Price/SF	\$245 4	\$274 ↓
DEMAND	SUBMARKET	MARKET	Average Market Sale Price	\$3.6M ¥	\$3.6M ¥

12 Mo Sales Volume

Market Cap Rate

2.5M ¥

10.3M ¥

30.9%

NOTE: Arrows indicate an increase or decrease from the same metric for the previous 12-month period.

(19.4K) A

403K \*

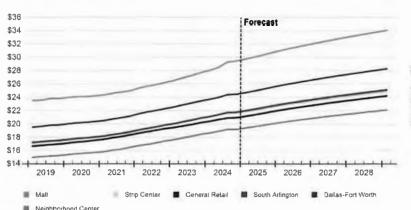
30.1%

#### MARKET ASKING RENT PER SF

12 Mo Net Absorption SF

6 Mo Leasing Probability

12 Mo Leased SF



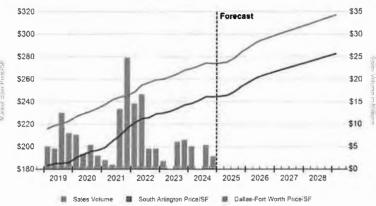
#### SALES VOLUME & PRICE PER SF

\$10.8M \*

6.5%

\$562M ÷

6.6%



# City of Arlington Retail Overview

January 2025 Report



# OUTH ARLINGTON SUBMARKET

#### PROPERTIES UNDER CONSTRUCTION

All-Time Annual Avg. Square Feet

Delivered Square Feet Past 8 Qtrs

Delivered Square Feet Next & Otra

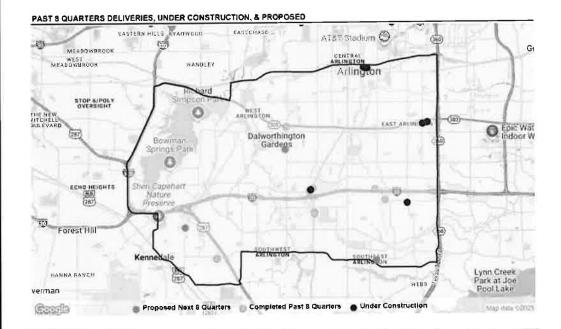
Proposed Square Feet Next 8 Qtrs

177,844

89,152

93,753

34,853



#### PROPERTIES SOLD

Sale Comparables

Avg. Cap Rate

Avg. Price/SF

Avg. Vacancy At Sale

52

5.9%

\$453

6.3%

SALE COMPARABLE LOCATIONS



# City of Arlington Retail Overview

January 2025 Report

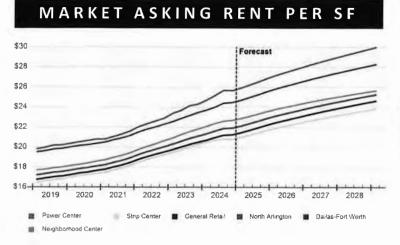


#### NORTH ARLINGTON SUBMARKET

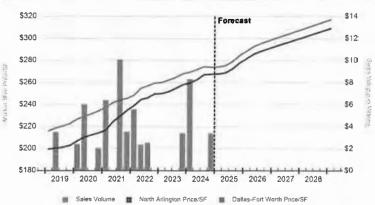
North Arlington's retail submarket shows a 4.9% vacancy rate as of the first quarter of 2025, up 0.2% from last year, with 21,600 SF of negative absorption. Rents have risen 2.7% to approximately \$21.90/SF. Over the past year, there were 11 sales totaling \$11.7 million with the average price/SF at \$297. Vacancies stand at 2.3% in general retail buildings and 13.2% in neighborhood centers.

	12 Mo Deliveries in SF	12 Mo Net	Absorption in SF	Vacancy Rate	Market Asking Rent Growth	
	0	(21	1.6K)	4.9%	3.7%	
AVAILABILITY	SUB	MARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Asking Rent/SF		\$21.90 \$	\$24.45 •	Existing Buildings	395	36,622 4
Vacancy Rate		4.9% 4	4.5% ≱	Inventory SF	5.5M ♦	476M ↓
Vacant SF		268K #	21.5M A	Average Building SF	13.9K ∳	13K A
Availability Rate		5.1% ∳	4.8% ∳	Under Construction SF	0	4.7M ¥
Available SF Direct		273K <b>∤</b>	22.6M <sub>†</sub>	12 Mo Delivered SF	0 (	3.4M #
Available SF Sublet		8.4K <b>≬</b>	438K A			
Available SF Total		282K 🛊	23M ¥	SALES	SUBMARKET	MARKET
Months on Market		14.6	11.2	12 Mo Transactions	11 <del>†</del>	1,453 <del>i</del>
				Market Sale Price/SF	\$268 🛊	\$274 .
DEMAND	SUB	MARKET	MARKET	Average Market Sale Price	\$3.7M Å	\$3.6M ¥
12 Mo Net Absorption S	SF	(21.6K) <b></b>	2.5M <b></b>	12 Mo Sales Volume	\$11.7M Å	\$562M •
12 Mo Leased SF		96.1K A	10.3M ≱	Market Cap Rate	6.4% 🛊	6.6% 4
6 Mo Leasing Probabilit	ty	26.3%	30.9%			

NOTE: Arrows indicate an increase or decrease from the same metric for the previous 12-month period.



#### SALES VOLUME & PRICE PER SF



## **City of Arlington Retail Overview**

January 2025 Report



#### PROPERTIES UNDER CONSTRUCTION

32,672

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED O CR Smith Museum PLYMOU BARTON ESTATES Richland Hills AKES OF RIVER Mike Lone Stor Park O YANWOOD AT&T Stadium YURGOK **Grand Prairie** Arlington

#### PROPERTIES SOLD

Completed Past 8 Quarters

Sale Comparables Avg. Cap Rate Avg. Price/SF Avg. Vacancy At Sale 6.8%

SALE COMPARABLE LOCATIONS

SIGHT





### **AEDC Eligible Industries Snapshot**

2024Q2 Eligible NAICS Codes Industry Summary for Arlington, Texas

January 21, 2025

INDUSTRY			NT SNAPSH			HISTORY ANN, % CHANGE	TOTAL DEMAN		FORECAST	T LANN % GROWTH
CROPS, ANIMAL PRODUCTION, FORESTRY	NAICS 111-115	68	\$51,234	0.06	-23	-3.5%	8	3	0	0.9%
MINING, OIL, & GAS EXTRACTION	NAICS 211-213	88	\$113,459	0.17	14	0.2%	8	2	0	1.1%
UTILITIES	NAICS 221	2,019	\$124,240	2.10	417	-2.3%	209	68	31	1.2%
MANUFACTURING	NAICS 331-339	15,841	\$72,570	1.08	2,133	6.2%	1,745	578	138	0.7%
WHOLESALE TRADE, TRANSPORTATION, & WAREHOUSING	NAICS 42, 48-49	14,120	\$77,929	0.88	2,055	1.3%	1,676	557	190	1.2%
INFORMATION	NAICS 51	1,337	\$78,155	0.42	-165	-3.6%	128	37	15	1.1%
SECURITIES, COMMODITY CONTRACTS, & FINANCIAL INVESTMENT ACTIVITIES	NAICS 523	636	\$119,105	0.75	180	6.2%	65	18	14	2.3%
INSURANCE CARRIERS & RELATED ACTIVITIES	NAICS 524	2,711	\$91,599	0.66	97	-9.0%	267	90	37	1.3%
FUNDS, TRUSTS, AND FINANCIAL VEHICLES	NAICS 525	22	\$76,748	0.98	2	1.6%	2	1	0	1.7%
ARCHITECTURAL & ENGINEERING SERVICES	NAICS 5413	1,646	\$82,132	1.03	148	5.4%	150	46	22	1.4%
COMPUTER SYSTEM DESIGN SERVICES	NAICS 5415	1,897	\$128,148	0.67	952	14.9%	181	47	48	2.5%
MANAGEMENT, SCIENTIFIC, & TECHNICAL CONSULTING SERVICES	NAICS 5416	2,015	\$103,579	1.06	807	8.6%	209	61	39	2.0%
SCIENTIFIC RESEARCH AND DEVELOPMENT	NAICS 5417	402	\$87,981	0.92	212	30.7%	40	10	8	1.8%
OTHER PROFESSIONAL, SCIENTIFIC, & TECHNICAL SERVICES	NAICS 5419	1,255	\$66,894	1.05	31	-1.3%	152	46	25	1.8%
MANAGEMENT OF COMPANIES & ENTERPRISE	S NAICS 551	1,148	\$96,676	0.40	83	1.5%	116	36	19	1.6%
TELEPHONE CALL CENTERS	NAICS 56142	600	\$93,500	1.40	-160	-4.6%	72	26	4	0.7%

<sup>\*</sup>LQ = Location Quotient compares the concentration of the employment of an industry to the nation. An LQ of 1.00 indicates Arlington has the same concentration of an industry as the U.S., while a LQ of 2.00 means that Arlington has twice the expected employment compared to the nation.



# What is Foreign Direct Investment?

Foreign Direct Investment (FDI) is when an individual or company from one country makes an investment in a business or establishes operations in another country. Unlike portfolio investments, which involve buying securities like stocks and bonds, FDI involves a long-term interest and significant influence in the foreign company or asset.

Focusing on sectors like technology, manufacturing, or aerospace in Arlington or the surrounding DFW region can maximize the benefits of **FDI**. These areas offer high growth potential and leverage strategic advantages such as proximity to major airports, skilled labor, and robust infrastructure.



**Greenfield Investments**: Establishing entirely new operations or facilities in the foreign country (e.g., building factories or offices).

Mergers and Acquisitions (M&A): Acquiring or merging with an existing foreign business.

Joint Ventures: Partnering with a foreign company to share ownership and risks.

**Strategic Alliance:** Cooperative Partnerships

**Brownfield Investment:** Existing Asset

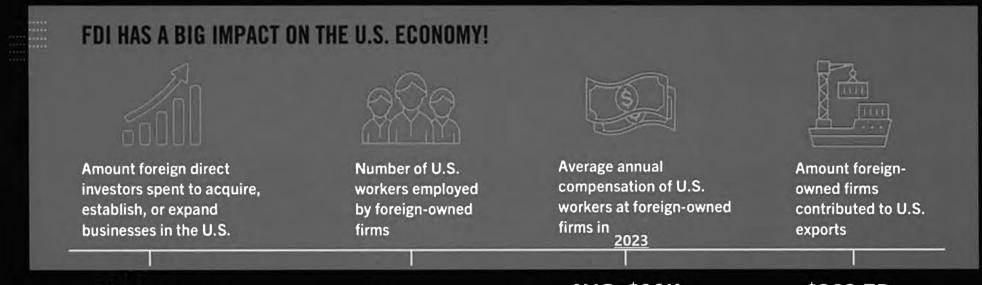
Acquisition



## Why

### Foreign Direct Investment?

Fun Fact: The CEO and founder of Japanese telecom and investment group <u>SoftBank</u>, Masayoshi Son, announced a \$100 billion investment to create at least 100,000 jobs over four years in the U.S. (Bloomberg, 2024)



AVG. \$206B Annually

8.35M

AVG. \$99K Annually \$382.7B Annually

# **Economic Development Strategic Plan**

Globally Connected. Arlington's employment centers are premier locations for companies that are engaged in the global marketplace and that represent the next generation of innovation in their industries.

Arlington is a key city in the Metroplex—a destination for globally recognized commerce and industry, entertainment and recreation, as well as research and innovation.

#### **GOALS**

The goals of a strategic plan support the vision of the guiding principles and aspirations. For Arlington, these goals remain as follows.

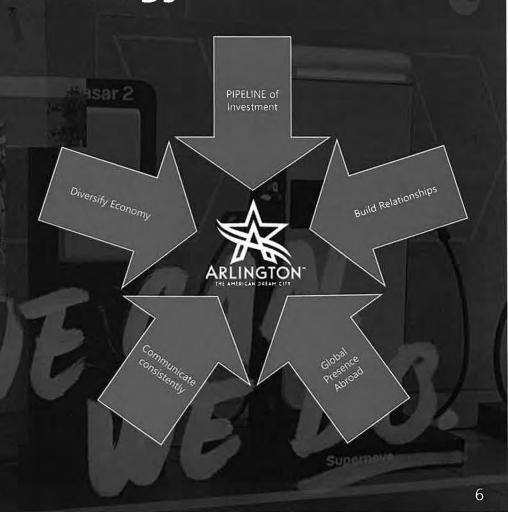
- 1. Competitive Positioning. The elevation of Arlington's competitive positioning in the region to capture a larger share of high-wage, high-impact growth.
- 2. Transformational Redevelopment. The rejuvenation and transformation of key economic centers into vibrant destinations. **NEW** Special attention must be paid to disadvantaged populations.
- 3. High-Impact Community Development. The creation of the amenities and assets that will secure Arlington's position as a major activity hub in the Metroplex.

## The Need for an Investment Strategy

Foreign direct investment (FDI) represents a key opportunity for Arlington to advance its economy and bolster its existing sectors.

A formalized strategy allows for seamless coordination and a holistic approach to supporting foreign businesses.

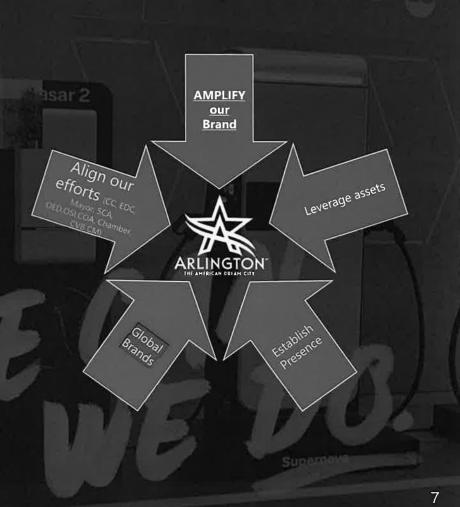
The City must continuously communicate a consistent value proposition to attract and retain investor interest and be both proactive and responsive to investor opportunities.





#### 1. Manufacturing & Industry

- GM (General Motors)
- Bell Flight
- PCC Aero Progressive
- E-Space
- 2. Energy & Sustainability
  - Acciona
- 3. Technology & Innovation
  - Wallbox
  - Mozee
- 4. Sports & Entertainment
  - World Cup:
  - Texas Rangers
  - Dallas Cowboys



# **Timing & Opportunity**

#### **Investment in Texas**

- Texas is the #1 US destination for FDI capital expenditures in the last two decades.
- In the last 10 years, Texas has attracted more than 1700 new FDI projects, expected to create more than \$141.7 billion in capital investment and more than 158,000 new jobs. (Texas.gov)

#### **Current Global Politics**

 Federal economic challenges, with gross domestic product growth forecasted to decrease from 2.4% to 1.5% and a fiscal deficit reaching 5.9% of gross domestic product.



## SOFT LANDING FDI - HOW

A "soft landing" strategy in economic development is critical. It involves facilitating the smooth establishment and integration of foreign businesses into Arlington's market, ensuring they encounter minimal difficulties during their transition. This concept includes a variety of services and support mechanisms to help foreign companies navigate the complexities of entering a new country or region.

Arlington's Existing Services: Spark, NuvoDesk, Brokerage, Incentives, SCA, Airport Services, GSW, UTA, TMAC, JETI, Gov. Office etc.

#### **Market Entry Support:**

#### In Place:

- Talent Acquisition and Workforce Development
- Real Estate & Office location Identification assistance
- Data Support, Domestic Market Research
- Project Management (Permitting, Engineering, P&Z)

#### **New Efforts:**

- Intellectual Property Assistance
- Cultural Training (Sister City of Arlington)
- · Legal & Accounting Assistance
- · Immigration and Visa assistance
- Help with import/export laws (Free Trade Port)
- · Access to Capital and Potential investors



#### **Business Summary**

The Arlington EDC is a nonprofit organization whose mission is to create a vibrant, globally connected and innovative community that fosters equitable growth for all. The EDC recruits business and industry, helps local companies grow and generates quality job opportunities throughout the Arlington metro area. The EDC also seeks to attract and retain community partners, businesses, and workforce members to invest and make their home in Arlington.

#### Marketing Team:

- Teresa Burnett, Communication Coordinator
- Kristen Waggener, Marketing/Communication Manager

#### Review of 2024 Marketing Initiatives

- EDC marketing goals have been ramping up since the launch of its website in June of 2024
- FY24 Marketing Initiatives included:
  - o Advertising
    - Texas Rangers Yearbook/All-Star Game Program full-page ad (\$35,000)
    - Invest: DFW Tier 1 Chapter Sponsor advertorial to be published early 2025 (\$35,500)
    - Chamber of Commerce Directory full-page ad (\$2,995)
    - Dallas Regional Chamber full-page ad, paid by OED
    - Book of Lists Cover Sponsorship full page spread ad, 5 banner ads, publication cover and chapter covers, 500-word advertorial, sponsor letter, logo inclusion throughout (\$45,000)
  - Event Sponsorships (some included ads)
    - BioNTX iC3 full-page ad, booth, tickets (\$27,000)
    - UTA Beyond the Business Battlefield full-page ad, booth, tickets (\$10,000)
    - YTexas booth, tickets (\$15,000)
    - Dallas Business Journal 2023 Best Real Estate Deals Awards (\$6,950)
    - Area Developers Consultants Forum (\$7,500)
    - Women in Economic Development Conference (\$5,995)
    - UTA College of Business Mavs 100 Banquet (\$15,000)
    - North Texas Commercial Association of Realtors Hall of Fame Induction (\$10,000)
    - ULI North Texas P3 Conference (\$5,000)
    - ULI Impact Awards (\$10,000)
    - ULI North Texas Entertainment District (in-kind donation of CVB's theatre space and Spark's space for a reception)
    - Conference on Sports & Entertainment Facilities (CSEF) Las Vegas (No \$\$, Marty was a speaker)
    - Greater Arlington Chamber of Commerce Annual Dinner Gold Sponsor (\$2,700)
    - Spark CoWorking Small Business Luncheon (\$480)
    - BisNow (\$20,000)

- Downtown Arlington Annual Meeting Speaker Sponsor, half page ad (\$6500)
- North Texas Commission Annual Members' Luncheon (\$2500)
- Japan America Society Sun & Star Golf Classic Lunch Sponsorship (\$5,000)
- The Founders Arena 2023 Combine Sponsorship of Keynote Speakers (\$10,000)
- Total: \$159,145
- Website: Arlington EDC site, news stories, cross posting to City of Arlington website
  - 52 stories published in 2024, covering new projects, rankings, partner articles and news releases
  - 5,688 total users since website launch in June 2023 have made 38,518 interactions with the site
- Social media: Established Facebook, Twitter, LinkedIn
  - Post regularly by sharing article links from website, relevant news stories, event attendance and more
  - o Followers since launching social media
    - Facebook 97 followers, 27,063 impressions (Launched June 2024)
    - LinkedIn 1,115 followers, 74,014 impressions (Launched Feb 2024)
    - X 38 followers, 7,844 impressions (Launched Feb 2024)

#### **Business Goals**

- Foster greater awareness of the Arlington EDC (within our region, throughout Texas and across the United States – with specific emphasis in Silicon Valley, San Diego and Boston)
- Strategic plan goals:
  - Competitive positioning: The elevation of Arlington's competitive positioning in the region to capture a larger share of high-wage, high-impact growth.
  - Transformational redevelopment: The rejuvenation and transformation of key economic centers into vibrant destinations.
  - High-impact community development: The creation of the amenities and assets that will secure Arlington's position as a major activity hub in the Metroplex.
- Marketing to companies in strategic growth areas:
  - o Institutional
  - Industrial
  - o Office
  - Hospitality

#### Marketing Initiatives and Channels:

- Website/in-house news stories
  - Business features for top businesses in Arlington, proclamations and recognition
- Social media (Facebook, Twitter, LinkedIn crossposted to City's accounts)
  - Tap into the City's DREAMTeam Social Media ambassadors to help spread word of mouth organically on social media
- Advertising Print, digital, social media, advertorial
- Collateral materials (Community profile, flyers, brochures, Annual Report etc.)
- Partnerships

- Event sponsorships
- Area awards (DBJ Best Real Estate Deal, D Magazine Best Commercial Real Estate Deal, etc.)
- Potential partnership with UFL
- Ramp up list cultivation (via Hubspot) and e-newsletter efforts
  - Transition from Constant Contact to the City's email marketing platform "GovDelivery" for targeted e-newsletter outreach
- Media mentions and articles interviews with City Policy leaders, Marty and/or Gus
  - o Strategic media pitching
- Swag and branded apparel for handing out at events and staff representation while out at events

#### Media List

- Local:
  - Arlington Report
  - o Arlington Today
  - o Fort Worth Report
  - o Fort Worth Business Press
  - o Fort Worth Star-Telegram
  - o Dallas Business Journal
  - o Dallas Morning News
  - o Dallas CEO Magazine
- State:
  - o Texas Real Estate Business
  - o TG Magazine (Texas Real Estate Research Center)
- National:
  - o BisNow
  - o The Real Deal
  - o CoStar
  - Development Magazine (NAIOP)
  - CIRE Magazine (CCIM Institute)
  - Real Estate Forum (GlobeSt)
  - o Commercial Property Executive
  - Urban Land Institute (ULI)
  - National Real Estate Investor (NREI)
  - Area Development Magazine
  - o Wall Street Journal
  - o Forbes
  - Economic Development Journal (IEDC)
  - o Site Selection Magazine

#### Potential partners and stakeholders (for collaboration, etc):

- Great Southwest Industrial District Association
- Arlington Convention and Visitors Bureau
- Greater Arlington Chamber of Commerce
- Arlington Black Chamber

- Arlington Hispanic Chamber
- Latino Business Alliance
- AISD Board
- MISD Board
- HEB Board
- Arlington Board of Realtors
- Downtown Arlington Management Corporation
- Young Republicans
- UT Arlington
- TCC
- Workforce Solutions for Tarrant County

Marketing initiatives will gain momentum over time with large events in the coming years, including opening of the National Medal of Honor Museum (March 25, 2025), IndyCar Grand Prix 2026 and 2026 FIFA World Cup.

#### Projected Event Sponsorships for 2025

- Event presence, networking and sponsorships contribute to word of mouth marketing strategy –
   Proactive word of mouth builds businesses.
- Dallas Regional Chamber Annual Meeting (Speaker Sponsor) \$40,000
- North Texas Commercial Association of Realtors Annual Sponsorship -- \$3-5,000 (depending on sponsorship level)
  - o Hall of Fame Induction
- Commercial Real Estate Women Forth Worth partnership \$1750-\$8500 (depending on sponsorship level)
- ULI Dallas-Fort Worth Signature Events sponsor, \$2-4,000 (depending on sponsorship level)
- UFL \$675,000 a year for 2025-27 (jointly with CVB, also contributing the same amount)
- National Medal of Honor Museum Foundation Celebration of Honor \$1,000,000
- Convention Sports Entertainment Facilities Conference (Amount not yet negotiated)
- MAVS100 Presenting Sponsor (\$20,000)
- Total Projected Sponsorships: \$1,745,000\*

Networking Stakeholder Opportunities

See attached document

#### Projected Ad Buys for 2025

#### **Dallas Business Journal**

- EDC Hub (\$12,000) 3 pieces of content on landing page with other EDCs, running display ads surrounding that content, 300,000 headline impressions across 4 key markets, social media push
- Book of Lists Cover Sponsorship (\$45,000)
- Executive Insights Interview (\$3,000) Interview w/ Arlington Executive and DBJ Publisher –
  Arlington owns video afterwards. 30-day promotion, lives forever on DBJ site, 75,000
  impressions and social media

<sup>\*</sup>Some sponsorships have not yet been negotiated

- **EDSuite** 30-second ad spot (voted on by EDC Board, contract signed July 12, 2023, being paid in increments) \$118,300 (includes creative fees, project and digital management fees, target media budget for running ad over a 6-month period).
- Supporting Sponsor (\$12,500)
- **Total:** \$69,500

#### Measurements and KPIs

- Website analytics
  - o Organic sessions
  - o Time spent in various areas of the website
  - o Contact form submissions
- Social media
  - o Impressions, reach, clicks, likes, reactions, engagement
  - o Follower count
- Impressions/click for digital advertising
  - Cost per Click
- E-blast clicks, opens
- Leads/prospects
- E-newsletter signups/subscribers
- Distribution numbers for print ads and publications
- EDSuite metrics: Website traffic (overall and specific pages), Cost per thousand ad impressions & clickthrough rate, video view metrics, leads submitted

#### **Budget**

\$750,000

#### ARLINGTON ECONOMIC DEVELOPMENT | NETWORKING STAKEHOLDERS | 2025 EVENT & TRADE SHOW CALENDAR

NOTE - DATES WITH AN \* HAVE NOT BEEN ASSIGNED THEREFORE THE MONTH INDICATED BELOW IS WHEN THE HOST HELD THE EVENT IN 2024

HOST	EVENT	DATE
Weitzman	Annual Forecast Breakfast (Dallas)	Tuesday, January 7, 2025
North Texas Commercial Association of Realtors	Annual Commercial Real Estate Forecast with NTCAR (Irving)	Wednesday, January 8, 2025
Urban Land Institute	Annual Commercial Real Estate Forecast with Dallas CREW (Irving)	Wednesday, January 8, 2025
North Texas Commercial Association of Realtors	Monthly Independent Broker Alliance: 1031 Exchange Basics (Dallas)	Thursday, January 9, 2025
Bio North Texas	Annual BIO Break: Dallas' Life Sciences Happy Hour (Dallas)	Thursday, January 9, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Thursday, January 9, 2025
Fort Worth Commercial Real Estate Women	Monthly Luncheon with IRWA: 3D Building Printing Technology (Arlington)	Tuesday, January 14, 2025
Urban Land Institute	Monthly Dallas Happy Hour (Dallas)	Tuesday, January 14, 2025
Fort Worth Commercial Real Estate Women	Monthly Luncheon: Power Connections (Fort Worth)	Wednesday, January 15, 2025
Urban Land Institute	Monthly Fort Worth Happy Hour (Fort Worth)	Thursday, January 16, 2025
Fort Worth Commercial Real Estate Women	Monthly Happy Hour & Bulls Night Out! (Fort Worth)	Tuesday, January 21, 2025
Dallas Real Estate Council	Monthly Young Guns Kickoff (Dallas)	Wednesday, January 22, 2025
Urban Land Institute	Monthly YLG Presents: Hot Chocolate, Hot Topics (Fort Worth)	Wednesday, January 22, 2025
North Texas Commercial Association of Realtors	Annual Stemmons Service Award Reception (Dallas)	Thursday, January 23, 2025
Urban Land Institute	Annual Urban Outlook Breakfast (Fort Worth)	Tuesday, January 28, 2025
International Association of Shopping Centers	Annual Red River Conference (Dallas)	January 29 - 31, 2025
Fort Worth Real Estate Council	Annual Tarrant County Commercial Real Estate Forecast (Fort Worth)	Thursday, January 30, 2025
Dallas Real Estate Council	Monthly Leadership Alumni: Clash of the Classes (Dallas)	Thursday, January 30, 2025
Fort Worth Real Estate Council	Annual YLC Panther Den Kickoff (Fort Worth)	Thursday, February 6, 2025
Urban Land Institute	Monthly CFL Alumni Winter Key Leader Luncheon (Dallas)	Thursday, February 6, 2025
Dallas Real Estate Council	Quarterly Bank of Texas Speaker Series: Patrick Dumont Dallas Mavs Majority Owner (Dallas)	Thursday, February 13, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Thursday, February 13, 2025
Urban Land Institute	Annual Capital Markets Luncheon (Dallas)	Thursday, February 13, 2025
Fort Worth Convention & Visitors Bureau	Annual Meeting (Fort Worth)	Friday, February 14, 2025
North Texas Commission	Annual NTX to Austin Legislation Reception (Austin)	Wednesday, February 19, 2025
Dallas Commercial Real Estate Women	Monthly Leadership Institute: Kick Off Happy Hour (Dallas)	Thursday, February 20, 2025
North Texas Commission	Annual NTX 2050: Infrastructure: Transportation & Water Conference (Dallas)	Friday, February 21, 2025
Bio North Texas	Annual Texas Bio Life Summit (Dallas)	Thursday, February 27, 2025
Dallas Real Estate Council	ALC Class Retreat (Dallas)	Friday, February 28, 2025
Dallas Real Estate Council	TREC PAC:Austin Lobby Days with REC's Texas (Austin)	February 25 - 26, 2025
Arlington Chamber of Commerce	Annual Tarrant County Days at the Capital (Austin)	February Date TBD
Dallas Real Estate Council	Market Matters: Data Centers (Dallas)	Tuesday, March 4, 2025
Fort Worth Real Estate Council	Annual YLC Panther Den Presentations (Fort Worth)	Thursday, March 6, 2025
Dallas Commercial Real Estate Women	Monthly Leadership Session: Navigating Change in Difficult Times (Dallas)	Friday, March 7, 2025
North Texas Commercial Association of Realtors	Monthly Independent Broker Alliance: Al Tool & Tips for Business (Dallas)	Thursday, March 13, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, March 14, 2025
National Medal of Honor Museum	Grand Opening (Arlington)	Tuesday, March 25, 2025
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#### ARLINGTON ECONOMIC DEVELOPMENT | NETWORKING STAKEHOLDERS | 2025 EVENT & TRADE SHOW CALENDAR

NOTE - DATES WITH AN \* HAVE NOT BEEN ASSIGNED THEREFORE THE MONTH INDICATED BELOW IS WHEN THE HOST HELD THE EVENT IN 2024

HOST	EVENT	DATE
National Association of Office & Industrial Properties	Annual I.CON West Conference Los Angeles, CA)	March 26 - 27, 2025
Dallas Real Estate Council	ALC Program Day: Dallas - Past, Present and Future (Dallas)	Friday, March 28, 2025
International Association of Shopping Centers	Annual Open Air Center Conference (Tampa, FL)	March 10 - 12, 2025
Arlington Chamber of Commerce	Annual Inspired Women Luncheon (Arlington)	March Date TBD
Dallas CEO Magazine	Annual Best Real Estate Deals (Dallas)	March Date TBD
Fort Worth Real Estate Council	Annual Meeting (Fort Worth)	Thursday, April 3, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, April 11, 2025
Dallas Business Journal	Annual Best Real Estate Deals (Dallas)	Thursday, April 17, 2025
North Texas Commercial Association of Realtors	Annual Hall of Fame (Dallas)	Wednesday, April 30, 202
Arlington Chamber of Commerce	Annual What's Your Big Idea (Arlington)	April Date TBD
Dallas Commercial Real Estate Women	Annual Community Impact Luncheon (Dallas)	April Date TBD
Arlington Chamber of Commerce	Annual State of the County Address Luncheon (Arlington)	Spring Date TBD
North Texas Commercial Association of Realtors	Annual Clay Shoot (Dallas)	April Date TBD *
North Texas Commercial Association of Realtors	Annual Retail Event (Dallas)	April Date TBD *
US Japan Council	Annual Sun & Star Legacy Award Dinner (Location TBD)	April Date TBD *
Fort Worth Commercial Real Estate Women	Annual DE MAYO Golf Tournament (Euless)	Thursday, May 1, 2025
Urban Land Institute	Annual What's New What's NEXT? Conference (Dallas)	Thursday, May 1, 2025
Dallas Commercial Real Estate Women	Monthly Leadership Session: Fundamentals of Teamwork (Dallas)	Friday, May 2, 2025
International Association of Shopping Centers	Annual National Forums Symposium (Minneapolis, MN)	May 8 - 10, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, May 9, 2025
Fort Worth Real Estate Council	Annual Scott Walker Memorial Golf Tournament (Fort Worth)	Tuesday, May 13, 2025
University of Texas at Arlington	Annual MAVS 100 Dinner (Arlington)	Friday, May 16, 2025
US Department of Commerce	Annual Select USA Investment Summit (National Harbor, MD)	May 11 - 14, 2025
Urban Land Institute	Semi-Annual Spring Conference (Denver, CO)	May 12 - 14, 2025
International Association of Shopping Centers	Annual Las Vegas Conference (Las Vegas, NV)	May 18 - 20, 2025
North Texas Society of Industrial and Office Realtors	Annual Spring Event (Las Vegas, NV)	May 6 - 9, 2025
Arlington Chamber of Commerce	Annual State of Higher Education with UTA & TCCD Luncheon (Arlington)	May Date TBD
University of Texas at Arlington	Annual State of Higher Education Luncheon (Arlington)	May Date TBD *
North Texas Commercial Association of Realtors	Annual Industrial Bus Tour (Dallas)	May Date TBD *
National Association of Office & Industrial Properties	Annual I.CON East Conference (Jersey City, NJ)	June 4 - 5, 2025
Downtown Arlington Management Corporation	Downtown Classic Car Show (Arlington)	Saturday, June 7, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, June 13, 2025
Arlington Chamber of Commerce	Annual Small Business Resource Expo (Arlington)	June TBD
Urban Land Institute	Annual Summer Sizzler Happy Hour (Dallas)	Summer Date TBD
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, July 11, 2025

1/6/2025 2 Industry Events by Date

### ARLINGTON ECONOMIC DEVELOPMENT | NETWORKING STAKEHOLDERS | 2025 EVENT & TRADE SHOW CALENDAR

NOTE - DATES WITH AN \* HAVE NOT BEEN ASSIGNED THEREFORE THE MONTH INDICATED BELOW IS WHEN THE HOST HELD THE EVENT IN 2024

HOST	EVENT	DATE
Arlington Chamber of Commerce	Annual Legends & Leaders (Arlington)	July Date TBD
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, August 8, 2025
Arlington Chamber of Commerce	Annual State of the District with Arlington Independent School District (Arlington)	August Date TBD
National Association of Office & Industrial Properties	Annual CRE.Converge Conference (Toronto, ON)	September 8 - 10, 2025
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, September 12, 2025
YTexas	Annual Summit (Houston)	Wednesday, September 24, 2025
International Economic Development Council	Annual Conference (Detroit, MI)	September 14 - 17, 2025
Arlington Chamber of Commerce	Annual Dinner & Awards Ceremony (Arlington)	September Date TBD
Fort Worth Real Estate Council	Annual YLC Dodgeball Tournament (Fort Worth)	September Date TBD
Downtown Arlington Management Corporation	Annual Meeting (Arlington)	September Date TBD *
Dallas Real Estate Council	Annual FightNight (Dallas)	September Date TBD *
North Texas Commercial Association of Realtors	Annual Golf Tournament (Dallas)	September Date TBD *
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, October 10, 2025
Corporate Real Estate Network	Annual Global Summit (Orange County, CA)	October 27 - 29, 2025
National Association of Office & Industrial Properties	Annual I.CON Cold Storage Conference (Phoenix, AZ)	October 6 - 7, 2025
Fort Worth Commercial Real Estate Women	Annual Network Convention (Austin)	October 8 - 10, 2025
Dallas Commercial Real Estate Women	Annual Network Convention (Austin)	October 8 - 10, 2025
Arlington Chamber of Commerce	Annual Golf Tournament (Arlington)	October Date TBD
Arlington Chamber of Commerce	Annual State of the City Address Luncheon (Arlington)	October Date TBD
Fort Worth Real Estate Council	Annual Cowtown Poker Run Casino Royale (Fort Worth)	October Date TBD
Arlington Convention & Visitors Bureau	Annual Meeting (Arlington)	October Date TBD *
Founders Arena	Annual Wealth Tech Combine (Arlington)	October Date TBD *
Dallas Convention & Visitors Bureau	Annual Meeting (Dallas)	October Date TBD *
North Texas Commercial Association of Realtors	Annual Office Event (Dallas)	October Date TBD *
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, November 14, 2025
National Association of Office & Industrial Properties	Annual I.CON Central Conference (Columbus, OH)	November 3 - 4, 2025
Urban Land Institute	Semi-Annual Fall Conference (San Francisco, CA)	November 4 - 6, 2025
Arlington Chamber of Commerce	Annual 40 under 40 Celebration Dinner (Arlington)	November Date TBD
Urban Land Institute	Annual Impact Awards Dinner (Dallas)	November Date TBD
North Central Texas Central Council of Governments	Monthly Regional Transportation Council Meeting (Arlington)	Friday, December 12, 2025
Dallas Commercial Real Estate Women	Annual Holliday Awards Luncheon (Dallas)	December Date TBD
Urban Land Institute	Annual Holiday Party (Dallas)	December Date TBD
Fort Worth Real Estate Council	Annual Holiday Party (Fort Worth)	December Date TBD

# ARLINGTON ECONOMIC DEVELOPMENT | NETWORKING STAKEHOLDERS | 2025 EVENT & TRADE SHOW CALENDAR

NOTE - DATES WITH AN \* HAVE NOT BEEN ASSIGNED THEREFORE THE MONTH INDICATED BELOW IS WHEN THE HOST HELD THE EVENT IN 2024

HOST	EVENT	DATE
	THE FOLLOWING RECURRING EVENTS HAVE NOT BEEN ASSIGNED A DATE	
	THE POLLOWING RECORNING EVENTS HAVE NOT BEEN ASSIGNED A DATE	
Arlington Chamber of Commerce	Monthly Business Over Breakfast	Monthly 2nd Tuesday
Arlington Chamber of Commerce	Monthly Chamber After Hours	Monthly 4th Tuesday
Arlington Chamber of Commerce	Monthly Asian Business Council	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Black Business Alliance	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Latino Business Alliance	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Networking Groups	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Veterans Business Council	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Women's Alliance	Monthly Dates TBD
Arlington Chamber of Commerce	Monthly Young Professionals	Monthly Dates TBD
Fort Worth Real Estate Council	Monthly Member Get Togethers	Monthly Dates TBD
Fort Worth Real Estate Council	Monthly YLC Breakfast Club	Monthly Dates TBD
Fort Worth Real Estate Council	Monthly YLC Mentoring Series	Monthly Dates TBD
Dallas Commercial Real Estate Women	Monthly Industry Luncheons	Monthly Dates TBD
North Texas Commercial Association of Realtors	Monthly Independent Broker Alliance	Monthly Dates TBD
North Texas Commercial Association of Realtors	Quarterly Membership Meeting	Quarterly Dates TBD
North Texas Commercial Association of Realtors	Quarterly YPF Program	Quarterly Dates TBD
Urban Land Institute	Quarterly Community Development Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Commercial Retail Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Health, Education, and Life Sciences Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Hospitality and Entertainment Development Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Industrial Product Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Office Product Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Mixed-Use Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Multi-family Product Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly P3 Local Product Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Small-Scale Development Council Product Council Meeting	Quarterly Dates TBD
Urban Land Institute	Quarterly Transit-Oriented Product Council Meeting	Quarterly Dates TBD
Fort Worth Real Estate Council	Fireside Chats	Various Dates TBD
Dallas Real Estate Council	Bank of Texas Speaker Series	Various Dates TBD
Dallas Real Estate Council	Young Guns	Various Dates TBD
North Texas Commercial Association of Realtors	YPF Up Close & Personal	Various Dates TBD

# Staff Report



### Amending the FY2025 AEDC Budget

AEDC Board Meeting Date: 01-21-2025 | Document Being Considered: Resolution

### RECOMMENDATION

Approve a resolution amending the FY2025 budget for the Arlington Economic Development Corporation (AEDC).

### PRIOR BOARD OR COUNCIL ACTION

On September 10, 2024, the Arlington Economic Development Corporation (EDC) Board of Directors approved Resolution AEDC No. 24-015, approving the FY2025 Budget for the EDC.

On September 17, 2024, the City Council approved Resolution No. 24-245, approving the FY2025 Budget for the EDC.

### **ANALYSIS**

To provide the ability to invest in promotional opportunities that benefit the City, the AEDC budget must be amended to appropriate funds for promotional purposes. State law allows EDCs to adopt a budget for promotional expenditures equal to 10% of estimated revenues, and to rollover and incorporate budgeted but unspent dollars from prior years. This budget amendment allows for the full amount to be appropriated for promotional expenditures. Because we are amending the budget, there are also some other areas that require adjusting.

The proposed amendments to the AEDC FY2025 budget will provide for the following:

- Decreases the .25 sales tax revenues to \$25,535,637 to align with recent estimates
- Increases interest revenues to \$2,719,046 to align with recent estimates
- Decreases the number of budgeted positions from 10 to 9 to match the recently adopted organizational chart, and decreases the total estimated salaries and benefits expenditures to \$1,268,647 (a total decrease of \$720,187) in accordance with the total number of positions, and the actual levels of the positions
- Increases the SC0658 Marketing, Promotion, and Advertising expenditure budget to a total of \$3,819,292:
  - FY25 Amended to statutory 10% limit of estimated revenues: \$2,825,468
  - In accordance with state law, adds the total of prior years' rollover of remaining unexpended budget from years FY21-FY24: \$993,824
- Captures the remaining fund balance to be made available for projects:
  - \$21,654,661 for all anticipated FY25 expenditures for previously approved economic development projects
  - \$66,038,138 of uncommitted funds which is available for new projects

### ADDITIONAL INFORMATION

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

### STAFF CONTACT(S)

Marty Wieder Erin Clark
AEDC Executive Director Public Funds Administrator
(817) 459-6432 817-459-6265
Marty.Wieder@ArlingtonTX.gov Erin.Clark@ArlingtonTX.gov

# ARLINGTON ECONOMIC DEVELOPMENT CORPORATION Resolution No.

A resolution of the Board of Directors amending the Fiscal Year 2025 Budget for the Arlington Economic Development Corporation

- WHEREAS, on September 10, 2024, the Arlington Economic Development Corporation ("AEDC") Board of Directors approved Resolution No. 24-015, approving the FY2025 Budget for the AEDC; and
- WHEREAS, AEDC desires to amend the FY2025 Budget for the AEDC in certain respects; NOW THEREFORE

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

I.

That the Board of Directors of the Arlington Economic Development Corporation hereby amends the FY2025 Budget for the Arlington Economic Development Corporation.

II.

A substantial copy of the Amended FY2025 Budget for the Arlington Economic Development Corporation is attached hereto and incorporated herein for all intents and purposes.

III.

In accordance with Section 501.073 of the Texas Local Government Code, the Amended FY2025 Budget for the Arlington Economic Development Corporation shall be presented to the Arlington City Council for approval.

PRESENTED	AND PASSED	on this the	day of	, 2025,
by a vote of	ayes and	nays at a re	gular meeting	g of the Board of Directors of the
Arlington Econ	nomic Develop	ment Corporat	ion.	

Michael Jacobson, President

ATTEST:	
Alex Busken, Assistant Secretary	

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

BY Jonathan Moss

### **Arlington Economic Development Corporation Amended FY25 Budget**

Arlington	<b>Economic Deve</b>	lonment (	Cornerstion	EV25 Budget	

	FY2023	1	FY2024		FY2025	P/2025	Budget Amer	YOY Budget Gr	much	
	AZW		Budget	Actual	Adopted Budget	Amended	Dudget	\$	×	NOTES
and the same of the same of								FF24 Budget stimpwed to	FY25 Amended	7976
Fund 8050 Revenues		- 1								
Siles Yau	28	543.011	23 276 930	24554781	26,713,454	193522	(683.817)	2.254.707	10%	
blimes		112.453	2.200.241	2,928,981	2,664.210	2,775,046	34.836	3 (8,60)	34%	4% of FV25 beginning turbate of \$67.576.653
Micronicae		24.750		4,133		-	-	,	- 1	nck budgited
Net increase/decrease in fact of investors		248,816		4	4				1	not busyched
Fund 8050 Total - REVENUES		95,029	25,477,171	27,487,895	28,903,664	28,254,683	(648,981)	2,777,512	17%	
The design of the services	25,05	,5,025	,,	2.7.0.70		20,22 (,000	(0.15,20.1)	2,777,012		
Interfund Transfers				1						
Trumbs to General Fund - Divers Support		254,250	257,732	257,737	479.123	479,123		221,386		supporting 4 positions we interfund transfer where there had been 2 (I send to be an EDC position, I was in a line state which has been reclassed)
Transfer to General Fund - Endrect costs			_	-	5%474	535,474	-	\$16,474		new in FV25
Translet to Author Fund - FBO purchase			- 4	9.500,000		-				ose-time transfer in FYE4. formerly shown in a project expense
Duration to Water Psychol Fund - Water Co	plil Freds	-		450,000		510,000	550,000	540-000		tomen's shown as a princit expense
Total Interfund Transfers	25	4,250	257,737	10,307,737	995,597	1,545,597	550,000	1,287,860		
Cost Center 973018 EDC 0	perations	1								
Salaries										
Satises		46.16	674,452	429 117	16120	1039,654	(553.569)	365.962	545	If positrons suby hyroind based on lineal programment chart and actual Hay levels irregularly adopted 10 positrons.
										a position day social principal managent about that and actual day even in growing expensive process.
Banafite	44	45,315	674,492	429,117	1,633,223	1,039,654	(593,569)	365,162	54%	
Benefits			-		4.0	0.0	200	1.00	14.00	
Benefits Violans Comp		644	763	610	2,450	1559	J990)	7%	104%	
Benefits. El Reterrera		41.058	72,626	45,469	191.455	Q\AFI	(50,549)	49,243	sex	
Binefits Disability Income Plan		755	1484	367	1507	2,367	(1,306)	803	54%	
Breefet, IS Insurance		40.046	64.022	28,543	125.044	12.39	(45,730)	18.292	29%	
Besoliti, Michigan		6,466	9,779	6765	21,662	15,075	9,607)	5.2%	SHL	
Benefity, Trust Plan		17,420	10,0%	34,297	-	-	-	(18.096)	-100%	
Horists: Car Allonator		5.200	5,200	4.991	5,250	5,200		- L	O'L	
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Cost of Food & Beverage		490	25,000	4,001	10,000	10,000	-	(15,000)	40%	
Hernal of office space			30 500	-	19.500	15.100		(10,500)	-55%	
		7,129	150,000	12,858	124,500	124,500	1.0	(25,500)	-17%	
Contracts and Special Services										
Special Services		MESSI	550,000	49,00	245,000	245,000		(255,000)	-57%	
Securing of properties		429						4	- 4	
Professional Services		10301	290,000	153.450	950 000	150,000		(50,000)	-25%	
	50	03,180	700,000	572,630	395,000	395,000		(305,000)	-44%	
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		2	20,000		20,000	20,000			0%	
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		1000				12000			-	Company of the Compan
Mantenance of Buildings amont increase		21,653	1,000,000	74999	1,000,000	1000,000	-	-	.0%	one-one Chocker yielders, ECC offices and showcom
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Marketing, Promotion, and Advertising (	pured year authinished	12.16	750,000	\$70,668	750,000	2325,468	2.015.468	2.675.468	277%	10% of total budgeted increases
Making Pronoros and Advertion					*	953,824	953,824	993,824	0%	Remaining budget from all prior years FY254Y24
Employee Remanusement Non-Transl/T		952	5.000	1972	5.000	5,000			ON	
		03,321	755,000	321,635	755,000	3,824,292	3,069,292	3,069,292	407%	
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Largered Industry Restrainment Transf		45.790	50,000	17,767	42.000	40,000		(70.000)	-10%	
	1	72,235	188,050	47,376	140,000	140,000	7	(48,050)	-26%	
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Supplies / Computer Sestimates		~	250,000	84255	217,000	217,000	4	(1) (00)	-17%	
		1,123	256,000	86,889	220,000	220,000	*	(36,000)	-14%	
				20,000	222,003	3.5,555				
Cost Center 973010 Total - OPER	IATIONS 1.21	80,982	3,918,114	1,648,628	4,643,334	6,992,439	2,349,105	3,074,325	78%	
									104%	
Operations + Interfund Transf	1,5:	35,232	4,175,851	11,956,365	5,638,931	8,538,036	2,899,105	4,362,185	10476	

Arlington	Feonomie	Develo	oment Co	rooration	FY25	Rudaet

		<b>-</b>			The state of the s		Braget Ame	n-calcount t		
		PYZEZE	FYZIDA		FY2025	PERS	Charge in F725	YOY Budget Growth	h	
		Actual	Budged	<u>Jebon</u>	Adopted Sudge	Arounded	Budget	5	W	NOTES
Cost Center 973	105 EDC Projects									
Projects										
Pinto year burning within	th to payed	A	- 1	747	v		- 4			
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	Sur Hope Sciences Property / Immerces Consequences	286,316				(*)				
	Center Street Galeway Project	5,845,034	1,500	U500	-	4				
	First fide:	500,000	500,000	500.000	500,000	580,000				
	ime	2.	19 000	5'000	95 000	75,000	*		1013 m	nd-year authorishment \$100k
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groyetti as of 8Y25	Go For Three / Sheraton - In All transcop I achity	(4)		0401	2.13333	2,333,333				
projects as are res	Co For Three / Sheratona State Per A Conciner			. 60						
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=	Lifeh Coppe Business Fire			2.	1.007,000	3,407,000				
	Project Orange   130 Group PC dia Son Fet Produce		-		7,000.000	7,000,000	-			
	Morre	- 3	-	192	4	1,132,726	1132,720			
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Cost Center 973005	Total - PROJECTS	7,631,350	12,301,500	2,585,009	16,095,333	21,654,661	\$,559,328			
eost center system	1000	1,051,550	12,5-1,500	2,303,443	10,023,355	21,034,001	4,233,320			
Operations		1,280,982	3,918,114	1,648,628	4,643,334	6,992,439	2,349,105			
Interfund Transfer	5	254,250	257,737	10,307,737	995,597	1,545,597	550,000			
Projects		7,631,350	12,301,500	2,585,009	16.095,333	21,654,661	5,559,328			
TOTAL EXPENDITUR	E BUDGET	9,166,582	16,477,351	14,541,374	21,734,264	30,192,697	8,458,433			

TOTAL UNENCUMBERED FIJND BALANCE AVAILABLE FOR PROJECTS 66,038,138

Revenues music Transfer	and Exprodutures	FY25 Adepted	PY25 Amended
	Sparred)	28901664	21,254,883
	minus Operations	(4 643,334)	(6,992,439)
minus	Interfund Transfers	(995.597)	(1,545,597)
	arminut Protects	PALOFF. 339	:21,634 668
A Francisco Vanta	August and all the	2 tfm 100	C 024 M II

Prior Year Frenching Available for Projectal 5 66,038,138 6725 beginning habour school associated Corrocal Year Frenching Stradeble

Summary of O	Summary of Operations Expenditure Changes						
	FYZ4 Budget	FY24 Actual	FY25 Budget	POZS Avended	Change	\$	36
Salanes and Benefits	543,064	532,241	1358334	1,263,647	(720,147)	419.20	45%
Supplier	150,000	12,858	124,500	124,500		(25,500)	-07%
Contracts and Service Services	700,000	572,630	995,000	.195,000	- 2	(305,000)	-14%
Uslings	20,000		20,000	20,000	- 4	- 146	10%
Maniprance and Repails of Buildings	1,000,000	74,999	1,000,000	1,000,000		Toronto A	O's
-in-andi- 1	755,000	321,635	755,000	3,824,292	1.069,292	3,069,292	407%
Travel Training, and Memberships	Taaloso	47,376	140,000	140,000		(48,050)	-26%
Interdeparamental Expenses (General Services and Printing)	6,000	2,030	3.000	3,000		(3,000)	+50%
Computer Supplies and Software	250,000	84,659	217,000	217,000		(33,000)	-13%



# Staff Report

2025 Dallas Business Journal Marketing Agreement

AEDC Board Meeting Date: 01-21-2025 | Document Being Considered: Resolution

### RECOMMENDATION

Approve a resolution authorizing the Executive Director to execute an agreement with American City Business Journals for promotional services in the amount of \$72,500.

### PRIOR BOARD OR COUNCIL ACTION

None

### **ANALYSIS**

The Dallas Business Journal ("DBJ"), owned by American City Business Journals ("ACBJ"), is one of the most prominent outlets for local business news and information in the Metroplex, and its annual "Book of Lists" serves as a vital resource for business leaders seeking to make business connections across the region.

Under the proposed agreement, the Dallas Business Journal would provide a number of promotional services on behalf of the AEDC to promote the City of Arlington as a place to do business. The AEDC will serve as the cover sponsor of the 2026 Book of Lists, which includes many different opportunities to advertise the City of Arlington throughout the publication. The AEDC would participate in the DBJ's "EDC Hub", a program which provides targeted content to and placement in related Business Journals in San Jose (the Silicon Valley), Boston, and San Diego. An associated \$3,000 "Executive Insights" video interview with the executive of the AEDC's choice would be pushed out to achieve 75,000 impressions in addition to 600,000 guaranteed through EDC Hub (and the video would remain the ownership of the EDC). Lastly, the AEDC would be a Supporting Sponsor to the Dallas Business Journal's "Made in North Texas" edition (scheduled for publication on May 10, 2025) and a Made in North Texas event, allowing two Board members to accompany Staff to celebrate Arlington manufacturers and includes a full page add in the publication.

### FINANCIAL IMPACT

Total expenditure with Dallas Business Journal in FY 2025 is \$72,500, with a commitment for an additional \$45,000 in FY 2026 to serve again as Cover Sponsor of the next DBJ Book of Lists. Funding source is FD8050-CC973010-SC0658.

Item	FY 2025	FY 2026
Cover Sponsor - Book of Lists	\$45,000	\$45,000
EDC Hub	\$12,000	\$0
Executive Insights Video	\$ 3,000	\$0
DBJ Made in North Texas publication	\$12,500	\$0
TOTAL	\$72,500	\$45,000

### ADDITIONAL INFORMATION

Attached: Resolution with agreement attached

Under Separate Cover: None Available in the City Secretary's Office: None

### STAFF CONTACT(S)

Marty Wieder Executive Director 817.459.6432 Marty.Wieder@ArlingtonTX.gov

# ARLINGTON ECONOMIC DEVELOPMENT CORPORATION Resolution No.

A resolution of the Board of Directors authorizing the Executive Director to execute an agreement with American City Business Journals for promotional services in the amount of \$72,500

- WHEREAS, the Arlington Economic Development Corporation (AEDC) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and
- WHEREAS, The Dallas Business Journal ("DBJ"), owned by American City Business Journals ("ACBJ"), is one of the most prominent outlets for local business news and information in the Metroplex, and its annual "Book of Lists" serves as a vital resource for business leaders seeking to make business connections across the region; and
- WHEREAS, AEDC finds that engaging ACBJ to provide promotional services through DBJ pursuant to an agreement will promote Arlington as a place for locating new and expanded business enterprises; and
- WHEREAS, the Board of Directors for the AEDC has determined that payment for promotional services to ACBJ pursuant to the Agreement constitutes a permissible promotional expenditure under Section 505.103; 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 Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute an Agreement with American City Business Journals for promotional services in the amount of \$72,500. This authorization is contingent upon the Arlington City Council's approval of an amendment to the Arlington Economic Development Corporation FY2025 Budget to increase funds available for advertising and marketing.

III.

A substantial copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the		, 2025,
by a vote of ayes and nays at a regu	lar meeting of the Board of Directors	of the
Arlington Economic Development Corporation	1.	
	Michael Jacobson, President	
ATTEST:		
Alex Busken, Assistant Secretary		
<b>,</b>	APPROVED AS TO FORM:	10 1
	MOLLY SHORTALL, Counse Arlington Economic Developm	
	Corporation	
	DV () 4/ 74/	
	BY Jonathan Moss	

# Exhibit "A"

# DALLAS BUSINESS JOURNAL

### **Insertion Order**

2515 McKinney Ave., Suite 100 | Dallas, TX 75201

Direct: 214-696-5959

Company: City of Arlington EDC

Street: 101 W Abram St

City: Arlington State: Texas Zip: 76010

Contact: Marty Wieder (marty.wieder@arlingtontx.gov)

### **Insertion Order Details**

### 2025-2026 Book of Lists Cover Sponsor

- Photo on the cover of the 2025-2026 Book of Lists (to be approved by the DBJ)
- Photos on Chapter cover pages (to be approved by the DBJ)
- Use of DBJ Photographer to assist with photo materials
- Caption on each photo with a caption by DBJ Editorial
- Chapter Tab Sponsorship for your pick of available chapters
  - Two sided full bleed pages (Front & Back) of Chapter page
  - o Logo & Chapter Title on Exposed Tab
  - o Logo on front book cover
  - o Logo on the Chapter Cover Page
  - Logo on Table of Contents Page
  - o Word From Sponsor (150 Words) and Headshot
- 5 Banner Ads in the Book of Lists
- 1 Haif Page Ad in the Book of Lists
- 80,000 Impressions Run-of-Site Digital Banner Ad Campaign
  - o To be used in 2026
- 25 Extra Copies of the Book of Lists
- 1 Full Page Native Content article within the Book of Lists
- 3 Full Page Native Content articles in any of our weekly publications throughout the 2026 calendar year.
  - Can be spaced out quarterly, or target specific weeks
- First right of refusal within 30 days of the publication

Investment: \$45,000

# North Texas Economic Development HUB – Tier B Start Date: Tentative 2025 (flexible start date, you let us know when you'd like to start)

- Three-month program
- Dedicated landing page accessible on DBJ site
- Fixed position on the landing page
- Three pieces of content (video, infographic, podcast, article) provided by City of Arlington
- Ability to run display ads surrounding your content
- 300,000 headline impressions run across any 4 of the 45 Business Journal Digital Markets

1x social push on Twitter, Facebook, and LinkedIn; including paid boost of Facebook post to selected
 4 markets

Total Investment: \$12,000

### **Executive Insights Interview**

- Professionally filmed and edited video interview between your executive and DBJ Publisher
- Video hosted on DBJ website
- 75,000 headline impressions 30 day promotion period
- Social promotion
- You own the video and can use the video for your own purposes

Investment: \$3,000

### Made In North Texas Supporting Sponsor

- Full page ad in Made in Arlington subsection of "Made in North Texas" issue
- 4 tickets to the event
- Logo exposure at event with mention from emcee
- Event attendee list with contact information for post-event follow up (excludes email addresses)
- Spot as panelist on Made in Arlington Round Table Discussion
  - Your representative will be part of a 90-minute discussion hosted at the DBJ office that will focus on the growth of Arlington and how the manufacturing industry plays into the local economy.
  - You will have input in the direction of the discussion and questions. Additionally, you'll have the opportunity to review the content and provide revisions before publishing.
  - o Panel will include 3-5 participants.
  - The discussion will be recorded, transcribed, and recreated to publish as a special sponsored content section in the print and digital editions.

Investment: \$12,500

Total Investment: \$72,500

### **Terms and Conditions:**

This insertion order is governed by ACBJ's Terms and Conditions available here: <a href="https://advertise.bizjournals.com/terms/">https://advertise.bizjournals.com/terms/</a>
I have the authority to execute this insertion order on behalf of the above named company or agency.

### Client/Agency Signature:

### Publisher/Ad Director Signature:

# 2024 ADVERTISING RATE CARD CONTRACT TERMS AND CONDITIONS FOR PRINT AND DIGITAL ADVERTISING

The following advertising terms and conditions ("Terms") govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), with publications ("Business Journal(s)"), digital Business Journal publications ("Digital Editions"), websites and mobile sites ("Websites"), email campaigns ("Email(s)"), audio podcasts ("Podcasts") and applications ("Apps") and any other service published and/or owned, licensed or operated by or on behalf of American City Business Journals ("Publisher") (collectively, together with Business Journals, Digital Editions, Websites, Emails, Podcasts, and Apps, the "Publisher Service"), and through Publisher on any third party Websites, Apps, and/or any other service (including, but not limited, to, Facebook, YouTube, Pinterest, etc.) (collectively, the "Third Party Services"). The Publisher Service together with the Third Party Services shall be collectively referred to herein as the "Service". The placement of advertising in any Publisher Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions and, to the extent ads are placed on any Third Party Services, such placement also constitutes Advertiser's (and, if applicable, Agency's) agreement to such Third Party Services' thenapplicable terms and conditions. These terms and conditions may be modified from time to time by Publisher, and the terms and conditions of any Third Party Services may be modified from time to time by such Third Party Service; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications. Publisher and Advertiser or Agency may enter into separate written insertion orders or contracts for the purchase of advertising and/or related advertising services offered by Publisher (collectively, an "IO"), and such IOs shall be subject to these Terms.

### I. DEFINITIONS

A. "Dollar Volume Discount" is determined by combining the dollar value of print and digital insertions in the Business Journal(s) plus sponsorships, within the contract period. Contract begins with the date of first insertion and must be fulfilled within a 12-

month period. Book of Lists and pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.

B. "Short Rate" is the difference between the rate charged on the contracted dollar volume and the higher rate based on the reduced dollar volume of advertisements actually published and paid for.

# II. TERMS AND CONDITIONS APPLICABLE TO ADVERTISING PLACED IN ANY PUBLISHER SERVICE

### A. Publisher's Right To Reject, Cancel or Terminate Orders

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged, accepted and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement, or for convenience. In the event of such cancellation, rejection or removal by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate will apply. In addition, Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that readers have deemed objectionable; (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time. Publisher, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of these Terms, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a Short-Rate may apply and all charges incurred together with Short-Rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches these Terms, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

## B. Advertiser's Failure to Run Advertising/Short-Rate

All agreements for advertising Dollar Volume Discounts require that the specified dollar volume of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the

specified dollar volume of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the applicable IO, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising Dollar Volume Discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. Any portion of such advertising credits unused at the expiration of the foregoing six month period shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

# C. Restrictions on Advertiser's Cancellation of Advertising Orders

No changes in orders or cancellations are accepted unless received before the specified closing dates, which vary by product and are set forth in Publisher's rate card and web site. No changes in orders or cancellations may be considered executed unless acknowledged in writing by Publisher. Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy, digital files or film. When change of copy or artwork is not received by the closing date, copy run in previous issues will be published. Should Publisher agree to cancel an existing work order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

### D. Advertising Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion and in no event shall such approved restrictions or specifications relate to (i) the placement of ads on Third Party Services, or (ii) any user generated content on Publisher's Websites, Apps and/or Emails.

### E. Labeling of Advertisements

Advertisements that simulate or resemble, or otherwise might not be distinguishable from, editorial content must be clearly and conspicuously labeled "ADVERTISEMENT" or any other label as determined by Publisher and Publisher may, in its discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material.

### F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert

### G. Errors in or Omissions of Advertisements; Limitation of Liability

In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of print publication due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war, pandemic, epidemic, or risk of disease, or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any IO, or if Publisher does not do so, b) upon resumption of print publishing, the IO shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, CONSEQUENTIAL, DAMAGES, AND/OR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM THESE TERMS OR ANY IO, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR ANY OTHER DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND/OR INFORMATION AND THE LIKE.

### H. Trademarks

The titles and logos of the Business Journals and other publications Published by American City Business Journals, as well as the Websites and Apps Published or used by American City Business Journals, are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of American City Business Journals.

#### 1. Warranties

Advertiser and its Agency, if there be one, each represent and warrant that: (i) it does and shall comply with applicable federal, state and local laws, rules and regulation, including, to the extent applicable, U.S. state data privacy laws (together, "Applicable Laws") (ii) Advertiser's websites, mobile sites, applications, e-mail campaigns and/or similar services that are associated with advertising purchased under an IO shall contain all necessary consumer disclosures required by Applicable Laws, including, but not limited to, all consents necessary for the collection of data thereon, and a conspicuous link to a clear, accurate and up-to-date Privacy Policy (and Advertiser shall not violate the terms of such disclosures) that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all Applicable Laws; (iii) it will not merge information that identifies, relates to, describes, is reasonable capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, device, or household ("Personal Information") collected, obtained, or derived from the Services with non-Personal Information without robust notice of that merger and obtaining the end-user's opt-in consent; (iv) if providing Personal to Publisher, it has all rights and permissions necessary for Publisher to use and disclose such Personal Information for the purposes contemplated by the parties and these Terms; (v) it will not send any Personal Information to Publisher if such transfer would violate the rights of any third party or otherwise contrary to Applicable Laws; (vi) as reasonably requested, it will provide cooperation and assistance to Publisher in relation to regulatory inquiries and third party rights requests; (vii) there is nothing in any advertising or other material (including, but not limited to, software, product samples, third-party material or technology and/or any inputs and outputs of machine learning or artificial intelligence included therein) provided by Advertiser or Agency and/or created by Publisher on behalf of Advertiser or Agency, or in any material to which such advertisement or other material links or refers, that violates any Applicable Laws (including but not limited to, providing necessary disclosures), violates the rights of any third party (including, but not limited to, any copyright, patent, trademark, service mark, privacy and publicity rights), ,and/or constitutes false advertising.

J. As part of the consideration to induce Publisher to Publish an advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature including, but not limited to, reasonable attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, violation of publicity rights and/or any other actual or potential claims or suits that may arise out of (a) the Publishing of any advertisement submitted by or on behalf of Advertiser (including, but not limited to, any advertising content or software containing third-party material or technology and/or any inputs and outputs of machine learning or artificial intelligence); (b) any violation of the CAN-SPAM Act, the TCPA, the VPPA or other Applicable Laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed or sent via text message/SMS or pre-recorded voice message on Advertiser's behalf by Publisher and data collected through third party technology embedded in Advertiser's advertisements; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or Personal Information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements (including, but not limited to, produce samples); (e) audience segments used for audience targeting in connection with Advertiser's advertisements; (f) a breach or alleged breach of its covenants, warranties and obligations under these Terms and/or any applicable IO; and/or (g) any other material, content, software, and/or technology provided by or on behalf of Advertiser or Agency to Publisher. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

### K. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission. Agency, if one is specified, warrants that it has been appointed by Advertiser as its agency with respect to all matters relating to advertising placed and/or services purchased on Advertiser's behalf hereunder.

### L. No Assignment of Advertising

Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

### M. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published in any Service hereunder, may, at Publisher's option, be republished, re-performed, retransmitted or otherwise reused by Publisher or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. As between Publisher and Advertiser/Agency, the copyright in any advertisement and/or content created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

### N. Advertising Rates

Publisher's Business Journal rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher's applicable rates. Publisher's Business Journal rates and units of space are effective January 2024. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Rates will be honored by Publisher until the current contract expires. Advertising rates are not contingent on Business Journal reaching any circulation or readership level that may be represented in Business Journal's marketing materials.

### O. Special Publications

Certain special publications (e.g., The Book of Lists) produced and published by the Business Journals carry special rates and are non-cancellable once an agreement is signed.

### P. Terms of Sale

Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance with order or change payment terms.

### Q. Choice of Law and Forum

These Terms and the applicable IO will be governed by the laws of the State in which Publisher's applicable Service has its principle place of business. Any action brought by Advertiser against Publisher relating to any transactions or activities relating to advertising must be brought in the state or federal courts in which Publisher's applicable Service has its principle place of business. The parties hereby consent to the jurisdiction of the state or federal courts in which Publisher's applicable Service

has its principle place of business in connection with actions relating to any transactions or activities relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

### R. Disclaimer

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to the Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) the subject matter of the content published on the Services; (c) advertising results on the Services; (d) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services; and (e) information and data security.

### S. Taxes

Advertiser/Agency agrees that it is solely responsible for any and all necessary payment of sales and use taxes or any other transactional taxes arising from this agreement and remittance of such taxes to Publisher. Advertiser/Agency will indemnify and hold Publisher harmless for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse Publisher for any such liabilities incurred in connection with transactions contemplated by this agreement to the extent Advertiser/Agency fail to pay and remit such taxes to Publisher.

### T. Entire Agreement

The foregoing Terms (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

### U. Credit and Invoicing

Credit approval and limits are at the sole discretion of Publisher and may be adjusted or revoked at any time for any reason. All invoices are to be paid within 30 days unless other terms are explicitly approved by Publisher. Failure to pay invoices in accordance with terms may result in revocation of credit, cancellation of orders, and payment activity being reported to credit agencies. Publisher engages third party collection agencies to pursue significantly delinquent accounts.

# III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL ADVERTISING PLACED ON PUBLISHER'S WEBSITES, APPS AND EMAILS THIRD PARTY SERVICES

The placement of digital advertising on any of Publisher's Websites and Apps constitutes Advertiser's (and, if applicable, Agency's) agreement to the following terms: (These terms and conditions may be modified from time to time by Publisher; additional placement of digital advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.)

### 1. Section II Advertising Terms and Conditions

For the purpose of clarification, the terms and conditions set forth in Section II above also apply to all digital advertisements Published on Third Party Services and on Publisher's Websites, Apps, and Emails.

### 2. Interactive Advertising Bureau Standard Terms and Conditions

Except to the extent modified below, the Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 – Dec 2009 (found at http://www.iab.net/guidelines/508676/tscs3) ("IAB Terms") shall also apply to all digital advertisements Published on Publisher's Websites and Apps. To the extent the IAB Terms directly conflict with or are inconsistent with Sections III(A) or III(C) herein, Sections III(A) and III(C) shall govern with respect to digital advertising placed on Publisher's Websites and Apps. The IAB Terms are hereby modified as follows:

1.

- 1. Section II(d) of the IAB Terms is hereby modified by changing 24 hours to two (2) business days.
- 2. Section IX(c) of the IAB Terms is hereby modified by deleting the following in the last sentence: "provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency."
- 3. Additional Digital Advertising Terms & Conditions

### 2. Impression Guarantees

Publisher makes no guarantee or representation as to the viewability and/or quantity and/or quality of visits, impressions, circulation, or other usage of Third Party Services or Publisher's Websites, Apps, Podcasts, or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing.

### 3. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s) on Third Party Services or its Websites, Apps, Podcasts, or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability.

### 4. Additional Advertiser Warranties; Indemnities

In addition to the warranties set forth in Section II above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on Third Party Services or its Websites, Apps. Podcasts, or Emails cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Third Party Services, Websites, Apps, Podcasts, or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Third Party Services or Publisher's Websites, Apps, Podcasts, or Emails, or collecting data contrary to applicable laws or regulations or Publisher's Privacy Policy or any applicable Third Party Services' Privacy Policy and/or these Terms and Additional Terms; and (iii) it will comply with all applicable self regulatory principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section II above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section II above) that may arise from or relate to: (a) the linkage of any advertisement on the Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section 3.

### 5. Additional Disclaimer

In addition to the disclaimers set forth in Section II above, and without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to Third Party Services and its Websites, Apps, Podcasts, and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions or advertisements on any Third Party Services and/or on any of

Publisher's Websites, Apps, Podcasts, or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites, Apps, Podcasts, and/or Emails; (c) the viewability of any advertisements on the Third Party Services, Websites, Apps, Podcasts, and/or Emails; and (d) the prevention of end users' uses or engagement of ad blocking technology on the Third Party Services, Websites, Apps, Podcasts, and/or Emails. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Third Party Services and Publisher's Websites, Apps, Podcasts, or Emails. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Third Party Services, Website, App, Podcast, or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Third Party Services, Website, App, Podcast, or Email. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

6. **Data Collection** To the extent Advertiser and/or Agency provides any data, names, postal addresses, email addresses, telephone numbers or other personally identifiable data to Publisher for any purpose, Advertiser and/or Agency represents and warrants that it has all rights, consents and permission necessary to transfer such data, and for Publisher to use such data for the purposes contemplated by the parties.

### 7. MakeGoods

All makegoods relating to digital advertising on Publisher's Websites, Apps, and Podcasts shall be determined by Publisher in accordance with Publisher's makegood policy.

# CORPORATE HEADQUARTERS

120 WEST MOREHEAD STREET CHARLOTTE, NC 28202

NEWS WEBSITE: WWW.BIZJOURNALS.COM



# Staff Report

### Promotional Agreement with UFL

AEDC Board Meeting Date: 01-21-2025 | Document Being Considered: Resolution

### RECOMMENDATION

Approve a resolution authorizing the City Manager or his designee to execute a Promotional Agreement between XFL Properties, LLC dba United Football League, the Arlington Economic Development Corporation, the Arlington Convention and Visitors Bureau, and the City of Arlington relative to the promotion of the City of Arlington and the retention of a corporate headquarters and football operations hub.

### PRIOR BOARD OR COUNCIL ACTION

None

### **ANALYSIS**

In July 2022, the XFL selected the City of Arlington and Choctaw Stadium as the location for its corporate headquarters as well as its football operations hub, providing a centralized facility for the league's eight teams during the 2023 season. The hub provides players access to full-time, on-site support from coaches and athletic training staff and serves as a content creation center giving the league, its teams, and its players an opportunity to build personal brands and engage with fans through social media, in-person events, and other media platforms.

In December 2023, the XFL merged with the USFL to create the UFL (United Football League). The UFL elected to site its corporate headquarters at Choctaw Stadium, and in February 2024 began its training camp for the 2024 season. On March 30, 2024, the UFL kicked off its ten-week regular season.

In November 2024, the UFL contacted the City and expressed interest in negotiating a new agreement for the corporate headquarters, training camp, and the coaches and players of all 8 teams to reside and practice in Arlington (expanding to 10 teams in 2026). It is anticipated that the UFL's presence in the City of Arlington will result in taxable sales over the next three season of \$14,294,290.

The proposed Promotional Agreement requires that the UFL maintain their corporate headquarters in Arlington through the end of its 2027 season. It also requires the UFL to produce and broadcast no less than two advertisements for City of Arlington on ABC/ESPN/FOX during game broadcasts. UFL also agrees to collaboration with the University of Texas at Arlington in its entrepreneurship and sports science departments and to have members of its ownership team to participate in three executive appearances with students at the University of Texas at Arlington. In exchange for the UFL's compliance with the conditions and requirements, the proposed Promotional Agreement provides for performance – based grant payments over the term of the agreement of up to but not to exceed \$1,500,000 per season for three seasons, with the AEDC and ACVB each giving \$675,000 per season for advertising the City and the City giving \$150,000 per season for the retention of the headquarters and operations hub.

### **FINANCIAL IMPACT**

The Innovation and Venture Capital Fund (FD3098-CC910401-61000-SC0533) will be used to fund the City grants not to exceed \$150,000 per year. The AEDC Fund (FD8050-CC973010-65000-SC0658) will be used to fund the AEDC grants not to exceed \$675,000 per year.

### **ADDITIONAL INFORMATION**

Attached: Resolution with Promotional Agreement attached

Under Separate Cover: None Available in the City Secretary's Office: None

### STAFF CONTACT(S)

Marty Wieder Lyndsay Mitchell, AICP, CPM Executive Director Director of Strategic Initiatives

817-459-6432 817-459-6653

Marty.Wieder@ArlingtonTX.gov Lyndsay.Mitchell@arlingtontx.gov

# ARLINGTON ECONOMIC DEVELOPMENT CORPORATION Resolution No.

A resolution of the Board of Directors authorizing the Executive Director to execute a Promotional Agreement between XFL Properties, LLC dba United Football League, the Arlington Economic Development Corporation, the Arlington Convention and Visitors Bureau, and the City of Arlington relative to the promotion of the City of Arlington and the retention of a corporate headquarters and football operations hub

- WHEREAS, The Arlington Economic Development Corporation ("AEDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and
- WHEREAS, the XFL Properties, LLC dba United Football League ("UFL") was formed in 2024 by the merger of the XFL and USFL leagues in order to grow professional football in the United States while ensuring a sustainable future for the leagues; and
- WHEREAS, UFL based its operations for its inaugural season in Arlington, Texas but has sought to identify a permanent site for its headquarters and operations hub; and
- WHEREAS, after evaluating potential sites for a long-term headquarters and operations hub, UFL identified Arlington, Texas as its preferred headquarters and operations hub; and
- WHEREAS, AEDC, the Arlington Convention and Visitors Bureau, and the City of Arlington ("The Arlington Parties") have found that having the UFL based in Arlington fulfills the public purpose of promoting new and expanded business enterprises in Arlington by bringing additional spectators and athletes to Arlington and promoting Arlington as a place to visit, do business, and hold events; and
- WHEREAS, The Arlington Parties find that there is benefit to all Parties in providing sponsorship of the UFL, promoting the public purpose of promoting new and expanding business enterprise in Arlington and ensuring a sustainable future for the UFL; and
- WHEREAS, the Board of Directors for the AEDC has determined that granting funds for promotional services to UFL pursuant to the Promotional Agreement constitutes a permissible promotional expenditure under Section 505.103; 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 Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Promotional Agreement between XFL Properties, LLC dba United Football League, the Arlington Economic Development Corporation, the Arlington Convention and Visitors Bureau, and the City of Arlington relative to the promotion of the City of Arlington and the retention of a corporate headquarters and football operations hub.

III.

A substantial copy of the Promotional and incorporated herein for all intents and purp	Agreement is attached hereto as Exhibit "A" poses.
PRESENTED AND PASSED on this the by a vote of ayes and nays at a regu Arlington Economic Development Corporatio	llar meeting of the Board of Directors of the
ATTEST:	Michael Jacobson, President
Alex Busken, Assistant Secretary	APPROVED AS TO FORM: MOLLY SHORTALL, Counsel for the Arlington Economic Development Corporation
	BY Jonathan Masa

### Exhibit "A"

### PROMOTIONAL AGREEMENT

This PROMOTIONAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF ARLINGTON ("City"), a home-rule municipality organized under the laws of the State of Texas; the ARLINGTON ECONOMIC DEVELOPMENT CORPORATION ("AEDC"),; the ARLINGTON CONVENTION AND VISTORS BUREAU (the "ACVB"); and XFL PROPERTIES LLC dba UNITED FOOTBALL LEAGUE ("UFL"), a Delaware limited liability company (the City, AEDC, ACVB, and UFL are collectively, "Parties" and each, a "Party").

### RECITALS

- A. The United Football League was formed in 2024 by the merger of the XFL and USFL leagues in order to grow professional football in the United States while ensuring a sustainable future for the leagues.
- **B.** The UFL based its operations for its inaugural season in Arlington, Texas but has sought to identify a permanent site for its headquarters and operations hub.
- C. After evaluating potential sites for a long-term headquarters and operations hub, UFL identified Arlington, Texas as its preferred headquarters and operations hub.
- D. The Arlington Parties have found that having the UFL based in Arlington fulfills the public purpose of promoting new and expanded business enterprises in Arlington by bringing additional spectators and athletes to Arlington and promoting Arlington as a place to visit, do business, and hold events;
- E. The Arlington Parties find that there is benefit to all Parties in providing sponsorship of the UFL, promoting the public purpose of promoting new and expanding business enterprise in Arlington and ensuring a sustainable future for the UFL.

**NOW, THEREFORE,** for and in consideration of the premises, undertakings and mutual covenants of the Parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

### 1. TERM

This Agreement is effective as of the date on which the Agreement is executed by all Parties ("Effective Date"), and will remain in full force and effect until June 30, 2027. The Parties may agree, in writing, to extend the term.

### 2. USE OF NAMES AND APPROVALS

- a. The UFL will use best efforts to name Arlington as "Headquarters" of the UFL in all press releases and publicity materials, where possible graphically and reasonably, throughout the Term. During the Term of this Agreement, UFL shall refer to its Headquarters as being located in the City of Arlington, Texas and shall not use any other proper geographic name (i.e., Dallas, Fort Worth, etc.) or informal geographic name (i.e. Metroplex, North Texas, etc.) to market or advertise the location without the Arlington Parties' prior written permission.
- b. Subject to the terms and conditions of this Agreement, UFL hereby grants to the Arlington Parties a limited, non-transferable, non-exclusive, non-sublicensable right and license to use the names and marks associated with the UFL ("UFL Logos") in promotional materials for the UFL and the Arlington Parties, provided that the Arlington Parties shall obtain UFL's written approval prior to each use.

- c. Subject to the terms and conditions of this Agreement, the Arlington Parties hereby grant to UFL a limited, non-transferable, non-exclusive license to use the official logos of the Arlington Parties ("City Logos") in promotional materials for the UFL, provided that UFL obtains the City's written approval prior to each use. Notwithstanding anything in this Agreement to the contrary, UFL only needs to obtain the Arlington Parties' written approval for promotional materials including City Logos; UFL need not obtain the Arlington Parties' written approval for promotional materials that name the City of Arlington but do not include City Logos.
- d. When submitting promotional material for approval, the submitting Party shall afford the other Party a minimum of five (5) days to comment thereon ("Review Period") and if such reviewing Party does not provide written approval during the Review Period, the submission shall be deemed denied and such material shall not be utilized by the submitting Party. Approvals may be made via email.
- e. The Parties will not engage in unauthorized use of the UFL Logos (in the case of the Arlington Parties) and City Logos (in the case of UFL). Each party acknowledges and agrees that, except as expressly provided herein, no right, property, license, or permission of any kind is given or acquired by the execution, performance, or non-performance of this Agreement.

### 3. GENERAL OBLIGATIONS OF THE PARTIES

### a. CITY

i. In exchange for the UFL having their headquarters, training camps, and operations hub in Arlington, Texas, the City shall grant to the UFL One Hundred and Fifty Thousand Dollars (\$150,000) upon the completion of each season during the Term in which the UFL has fulfilled its commitments under this Agreement. The City shall make such payment within thirty (30) days of completion of the UFL Championship Game for each completed season during the Term.

### b. AEDC

- i. In exchange for Broadcast Promotion from the UFL, the AEDC will pay to the UFL Six Hundred and Seventy-Five Thousand Dollars (\$675,000.00) for each UFL season within the Term according to the following schedule:
  - i. On each April 15 of the Term, \$225,000;
  - ii. On each May 15 of the Term, \$225,000;
  - iii. On each June 15 of the Term, \$225,000.

### c. ACVB

- i. In exchange for Broadcast Promotion from the UFL, the ACVB will pay to the UFL Six Hundred and Seventy-Five Thousand Dollars (\$675,000.00) for each UFL season within the Term according to the following schedule:
  - a. On or before each April 15 of the Term, \$225,000;
  - b. On or before each May 15 of the Term, \$225,000;
  - c. On or before each June 15 of the Term, \$225,000.

### d. UFL

- i. The UFL will maintain its Headquarters in Arlington, Texas throughout the duration of the Term.
- ii. The UFL shall conduct pre-season training camps for all of its teams in Arlington, Texas for all seasons conducted during the Term.
- iii. The UFL shall locate its main operations hub in Arlington, Texas throughout the Term.
- iv. UFL will work with the Arlington Parties in good faith to provide media exposure and other promotional opportunities for the City of Arlington during and in connection with the UFL. This shall include naming the City of Arlington as the site of its Headquarters and home of the Arlington Renegades team.
- v. UFL shall not create or produce any advertisement including any proper geographic name of any

city, governmental entity or quasi-governmental entity (e.g., economic development corporations) that is within the Dallas-Fort Worth Metropolitan Statistical Area (as defined by the United States Office of Management and Budget), unless such reference is to "Texas," or "Arlington," or to the "City of Arlington" or such geographic name is part of the name of any non-governmental company sponsor, except that events held outside of the City of Arlington may be referred to as occurring in the applicable city.

vi. UFL will include no less than two thirty second (:30) television advertisements for Arlington (the "Broadcast Promotion") in the broadcast of each nationally televised game during each season during Term. The UFL will use commercially reasonable efforts to collaborate with the Arlington Parties on the content of advertisements, and the Arlington Parties shall have prior approval of the content of the advertisements before it airs.

vii. UFL will collaborate with the University of Texas at Arlington ("UTA") in the sharing of data from its business and operations with UTA sports science and entrepreneurship programs during the Term. Additionally, UFL will use commercially reasonable efforts to book Gerry Cardinale, Dwayne Johnson, or Dany Garcia to speak at UTA as part of the UTA Speakers Series at least one (1) time during the Term. UFL also agrees to meet with the UTA career center to discuss UFL internships and entry-level job opportunities with UFL.

viii. Within thirty (30) days of the conclusion of each season during the Term, UFL will submit to the City a certification of compliance with the terms of this Agreement on a form prepared by the City, listing the relevant terms applicable to the UFL up to that point and providing opportunity for

description of UFL's activities performed to date to comply with this Agreement.

### BREACH AND TERMINATION

a. The Parties understand that payment made by the Arlington Parties to the UFL is contingent upon the UFL's performance of its obligations.

b. The failure of either Party to perform any of its obligations under this Agreement constitutes a breach of this agreement. The failure by any of the Arlington Parties to make payment due under Article 4 of this

Agreement shall constitute a material breach.

- The Arlington Parties shall provide written notice to UFL of any material breach of this Agreement by UFL. UFL shall have thirty days (30) following receipt of said written notice to cure such breach. If UFL is unable to cure such breach within the window provided, this Agreement may be terminated by the Arlington Parties and any unaccrued payments by the Arlington Parties under this Agreement may be withheld. Additionally, for any failure to provide the Broadcast Promotion, the AEDC and ACVB may demand repayment of funds on a pro-rata basis for the number of advertisements not provided in a given season with the total number of advertisements required to be provided in a given season. Notice of breach and opportunity to cure shall be in writing and delivered in a manner consistent with Article 8 of this Agreement.
- The UFL shall provide written notice to an Arlington Party or the Arlington Parties, as applicable, of any material breach, including but not limited to any late payment or non-payment by any Arlington Party, of this Agreement. The Arlington Party(ies) shall have thirty (30) days following confirmed receipt of said written notice to cure such breach. Notice of breach and opportunity to cure shall be in writing and delivered in a manner consistent with Article 8.

### 5. FORCE MAJEURE

a. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any obligations hereunder is delayed or cancelled by any cause reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, which makes performance by such Party illegal or impossible, including, without limitation, by reason of war; civil commotion; acts of God; unusually inclement or severe weather conditions; fire; pandemic (including, but not limited to, COVID-19); epidemic; declaration of disaster or emergency by the State of Texas, Tarrant County, or the City of Arlington; or other circumstances that are reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same,

regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such Party was delayed, unless the same results in canceling the relevant event. The Parties acknowledge that the occurrence of a Force Majeure Event shall not excuse a Party's payment obligations under this Agreement.

### 6. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties to it.

### 7. NOTICES

CITY:

Any notice, request or other communication required or permitted to be given under this Agreement must be given in writing by delivering via e-mail, overnight delivery service, or registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, deemed given when mailed). Any and all notices or communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:00PM Eastern time on a business day in the United States and an electronic confirmation of delivery is received by the sender; (b) the next business day in the United States after the date of transmission, if such notice or communication is delivered later than 5:00PM Eastern time or on a day that is not a business day in the United States; (c) the next business day following the date of mailing, if send by U.S. nationally recognized overnight delivery service; or (d) upon actual receipt by the Party to whom such notice is required to be given. Any Party's address for notice may be changed at any time and from time-to-time, but only after thirty (30) days' advance written notice to the other Parties and must be the most recent address furnished in writing by one Party to the other Parties. The giving of notice by one Party that is not expressly required by this Agreement will not obligate that Party to give any future notice.

**AEDC:** 

City of Arlington Attn: Trey Yelverton, City Manager Arlington, TX 76010	Arlington Economic Development Corporation Attn: Executive Director
with physical copies to:	
City of Arlington Attn: Molly Shortall, City Attorney 101 S. Mesquite Street Arlington, TX 76010	
ACVB:	UFL: XFL Properties LLC dba United Football League
Attn:	Attn: Wendy Bass 600 Steamboat Road, Suite 107 Greenwich, CT 06830 contractnotice@theufl.com

### 8. PUBLIC RECORDS

a. The Arlington Parties represent and UFL acknowledges that the Arlington Parties are public entities under the laws of the State of Texas and, as such, all documents held by the Arlington Parties are subject to disclosure to the extent required under Chapter 552 of the Texas Government Code. The relevant Party shall notify UFL within five (5) days after receiving any public information act request that seeks disclosure of Confidential Information, and the Parties shall reasonably cooperate to determine whether or to what extent the requested information may be released without objection and without seeking a written opinion of the Texas Attorney General. If UFL takes the positions that responsive information is information not subject to release to the public pursuant to section 552.110 of Texas Government Code, or other applicable law, then the relevant Party shall seek a written opinion from the Texas Attorney General; however, UFL must submit written comments to the Attorney General to establish reasons why the information should be withheld. The burden of establishing the applicability of exceptions to disclosure for such information resides with UFL. Should the Texas Attorney General issue an opinion that the requested information, or any part thereof, should be released, the Party may release said information without penalty or liability, provided that the Party may only release such portion of the information that is necessary to comply with Chapter 552 of the Texas Government Code. This Section shall survive termination of this Agreement for any reason whatsoever.

### 9. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS;

- a. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended; provided, however, that any future Charter or ordinance amendment will not be deemed to modify, amend, or negate any provision of this Agreement.
- b. Throughout the Term, UFL shall not fail to render for taxation any property owned by UFL and located within the City of Arlington.
- c. Throughout the Term, UFL shall not allow the ad valorem taxes owed on any property owned by UFL and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.

d.

### 10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Arlington Parties do not waive or surrender any of their governmental powers or immunities.

### 11. UNDOCUMENTED WORKERS

UFL covenants and certifies that UFL does not and will not knowingly employ an undocumented worker at the Project as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if UFL is convicted of a violation under 8 U.S.D. Section 132a(f), UFL shall repay to the AEDC all grant payments provided under Article IV of this Agreement, plus 10% per annum from the date such grant payments were made. Repayment shall be paid within 120 days after the date following such conviction that UFL receives notice of violation from the AEDC as provided by 2264.101(c) of the Texas Government Code.

### 12. NO WAIVER

The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

### 13. VENUE AND CHOICE OF LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

### 14. NO THIRD-PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful assign or successor of UFL and are not intended to create any rights, contractual or otherwise, to any other person or entity.

### 15. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement will be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

### 16. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

### 17. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, and any lawful assign and successor of UFL, as to the matters contained herein. Any prior or contemporaneous oral or written agreement among the Parties is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

### 18. COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other party by digital scan or facsimile and such scanned or facsimile execution will have the full force and effect of an original signature. All fully executed counterparts, whether original executions or scanned or facsimile executions or a combination, will be construed together and will constitute one and the same agreement.

### 19. AMENDMENT

No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

### 20. INDEMNIFICATION

a. UFL COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE ARLINGTON PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (COLLECTIVELY, "THIRD PARTY

CLAIMS"), ARISING OUT OF, OR RESULTING FROM ANY (i) BREACH BY UFL OF ITS REPRESENTATIONS HEREUNDER OR (ii) NEGLIGENCE OR WILLFUL MISCONDUCT BY UFL AND ITS OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

- b. IF ANY THIRD PARTY CLAIM IS BROUGHT AGAINST THE ARLINGTON PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, UFL, ON NOTICE FROM THE ARLINGTON PARTIES, MUST DEFEND SUCH THIRD PARTY CLAIM, AT ITS OWN EXPENSE.
- c. This section will survive the expiration or termination of this Agreement.

### 21. ASSIGNMENT

The Parties hereto will not assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

### 22. AUTHORIZATION

By executing this Agreement, each Party affirms that the individual executing this Agreement on behalf of such Party is authorized to execute this Agreement and that all representations made herein with regard to the Parties' identities, addresses, and legal statuses (corporation, partnership, individual, dba, etc.) are true and correct.

### 23. REVIEW OF COUNSEL

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or exhibits hereto.

EXECUTED on this day of	, 2025:		
CITY OF ARLINGTON:	ARLINGTON CORPORATION	ECONOMIC	DEVELOPMENT
By:	Ву:		
Trey Yelverton City Manager	Name: Title:		
Date:	Date:		
ARLINGTON CONVENTION AND VISI	TORS BUREAU		
Ву:			
Name:			
Title:			
Date:			
XFL PROPERTIES LLC dba UNITED FO	OOTBALL LEAGUE		
By: Name: Russ Brandon			
Title: President & CEO			
Date:			
Date			
APPROVED AS TO FORM	<b>\</b> \$		
ATTROVED AS TO FORM			
BY			
MOLLY SHORTALL, City Attorney			
ATTEST:			
INTERIOR.			
Alex Busken			
City Secretary			



# Staff Report

### 2025 National Medal of Honor Sponsorship Agreement

AEDC Board Meeting Date: 01-21-2025 | Document Being Considered: Resolution

### RECOMMENDATION

Approve a resolution authorizing the Executive Director to execute a Sponsorship Agreement between the National Medal of Honor Museum Foundation and the Arlington Economic Development Corporation relative to the Museum's Celebration of Honor on March 22, 2025.

### PRIOR BOARD OR COUNCIL ACTION

None.

### **ANALYSIS**

On March 22, 2025, the National Medal of Honor Museum (NMHM) Foundation will host a Celebration of Honor to debut the Museum, scheduled to open to the public on March 25, 2025. The Celebration of Honor will include numerous former Presidents, major military bands and choral groups, drones, and fireworks—and the event will be broadcast live to 25 million people on the Armed Forces Network. The NMHM Foundation projects attendance above 20,000+ people to witness the Celebration of Honor event, including the many contributors who helped fund construction of the Museum.

The NMHM Foundation has been in discussions with numerous organizations to consider helping sponsor this one-time event. The proposed Sponsorship Agreement requires that the NMHM Foundation provide the following:

- Comprehensive Recognition of the 'City of Arlington' as the location for the event.
- Naming rights as a Title Sponsor for the entire suite of Grand Opening events.
- Prominent logo placement across all event branding, media campaigns, and promotional materials.
- Recognition in local and national media coverage.

In exchange for the Foundation's compliance with the Sponsorship conditions and requirements, the proposed Agreement provides for one sponsorship contribution of \$1,000,000. This creates a notable kickoff to both the EDC's new Marketing Strategy, as well as prominently establishes the geographic recognition for the host city of the National Medal of Honor Museum.

### FINANCIAL IMPACT

The Arlington Economic Development Corporation Budget's EDC Operations Fund (account No. 973010, Advertising & Marketing) will be used to fund the grant.

### ADDITIONAL INFORMATION

Attached: Resolution with Sponsorship Agreement attached

Under Separate Cover: None Available in the City Secretary's Office: None

### STAFF CONTACT(S)

Marty Wieder
Executive Director
817 459-6432
Marty.Wieder@arlingtontx.gov

Erin Clark, MSOL Public Finance Administrator 817 459-6265 Erin.Clark@arlingtontx.gov

# ARLINGTON ECONOMIC DEVELOPMENT CORPORATION Resolution No.

A resolution of the Board of Directors authorizing the Executive Director to execute a Sponsorship Agreement between the National Medal of Honor Museum Foundation and the Arlington Economic Development Corporation relative to the Museum's Celebration of Honor on March 22, 2025

- WHEREAS. the National Medal of Honor Museum Foundation ("Foundation") preserves and expands the impact of the 3,519 awarded Medal of Honor recipients and the more than 40 million Americans who have served in the U.S. Armed Forces since the Civil War; and
- WHEREAS, on March 22, 2025, the Foundation will host a series of events to celebrate the grand opening of the National Medal of Honor Museum ("Museum") in Arlington, Texas (hereinafter referred as "Event"); and
- WHEREAS, AEDC desires to sponsor the Event as a Title Sponsor which will promote local economic development and stimulate business and commercial activity within the City of Arlington ("City") by establishing a local and national recognition of the City through media coverage; and
- WHEREAS, the Board of Directors for the AEDC has determined that the financial contribution provided to Foundation pursuant to the Title Sponsorship Agreement constitutes a permissible promotional expenditure under Section 501.103 and is consistent with the definition of an authorized project under Section 505.152 of the Texas Local Government Code; 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 Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Sponsorship Agreement between the National Medal of Honor Museum Foundation and the Arlington Economic Development Corporation

relative to the contribution of \$1,000,000.00 in exchange for the Foundation's compliance with the sponsorship conditions and requirements at the Museum's Celebration of Honor on March 22, 2025. This authorization is contingent upon the Arlington City Council's approval of an amendment to the Arlington Economic Development Corporation FY2025 Budget to increase funds available for advertising and marketing.

III.

A substantial copy of the Spo incorporated herein for all intents and purp	nsorship Agreement is attached hereto and poses.
PRESENTED AND PASSED on this the _ by a vote of ayes and nays at a r Arlington Economic Development Corpora	regular masting - Cil D
ATTEST:	Michael Jacobson, President
Alex Busken, Assistant Secretary	APPROVED AS TO FORM: MOLLY SHORTALL, Counsel for the Arlington Economic Development Corporation
	BY Molly Shortall

# Sponsorship Agreement

THE STATE OF TEXAS
COUNTY OF TARRANT

### SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (hereafter referred to as the "Agreement"), is made and entered into on this \_\_\_\_\_\_ of \_\_\_\_\_, 2025 by and between the ARLINGTON ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation acting by and through its authorized officer (hereinafter referred to as "AEDC"), and THE NATIONAL MEDAL OF HONOR MUSEUM FOUNDATION, a Texas nonprofit corporation acting by and through its authorized officer (hereinafter referred to as "NMOHM").

WITNESSETH:

WHEREAS,
NMOHM is hosting a series of events to celebrate the grand opening of the National Medal of Honor Museum in Arlington, Texas on March 22, 2025 (hereinafter referred to as "Event"); and

WHEREAS, NMOHM has sought various levels of sponsorship for the Event; and

WHEREAS, NMOHM estimates that Event will capture twenty-five million (25,000,000) viewers across the Armed Forces Network, social media, and media coverage; and

WHEREAS, AEDC desires to sponsor the Event as a Title Sponsor; NOW THEREFORE

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>AEDC Obligations</u>. For its participation as a Title Sponsor of the Event, AEDC shall pay to NMOHM a fee (the "Sponsorship Fee") of One Million and 00/100 Dollars (\$1,000,000.00). The Sponsorship Fee shall be paid on or before March 1, 2025.
- 2. <u>NMOHM Obligations.</u> In exchange for the Sponsorship Fee, NMOHM shall provide the following sponsor benefits:
  - a. The "City of Arlington" will be recognized alongside all other Title Sponsors for the Event. The City of Arlington logo will have prominent placement across all Event branding, media campaigns, and promotional materials. The City of Arlington logo will be presented in equal size, scale, and location as all other Title Sponsors. The City of Arlington will be recognized in all local and national media coverage to the same degree and extent as all other Title Sponsors. In addition, the NMOHM will recognize the geographic location of the Event in all branding, media campaigns, promotional materials, and media coverage as being in Arlington, Texas and shall not refer to the location of the Event by any other proper geographic name (i.e. Dallas, North Texas, DFW, etc.)
  - b. NMOHM will provide activation space for the City of Arlington during the "Mission to Inspire" public portion of the Event.
  - c. NMOHM will recognize the City of Arlington as a Title Sponsor during all public address acknowledgements throughout the Event.
  - d. NMOHM will recognize the City of Arlington on the Event website and program, including the "Know Before You Go" site.

- e. NMOHM will include the City of Arlington logo in all digital and print materials for the Event.
- 3. Indemnification. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT NMOHM IN PERFORMING ITS OBLIGATIONS HEREUNDER IS ACTING INDEPENDENTLY AND AEDC AND CITY OF ARLINGTON ASSUME NO RESPONSIBILITY OR LIABILITY ARISING FROM THIS AGREEMENT. NMOHM AGREES TO DEFEND, INDEMNIFY, AND HOLD AEDC AND THE CITY OF ARLINGTON HARMLESS FROM ANY CLAIMS, DAMAGES, VERDICTS, OR JUDGMENTS ARISING OUT OF ACTIONS OR OMISSIONS BY NMOHM OR CAUSED BY NMOHM IN CARRYING OUT THIS AGREEMENT.
- 4. <u>Governing Law.</u> This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the federal and state courts having jurisdiction over Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.
- 5. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties regarding the Event sponsorship. Any and all prior or contemporaneous oral or written representations, agreements, understandings, or statements other than those set forth in the Agreement are of no force and effect.
- 6. <u>Headings</u>. The headings appearing in this Agreement are for the purpose of easy reference only and cannot be considered a part of this Agreement or in any way to modify, amend, or affect the provisions of this Agreement.
- 7. <u>Severability</u>. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement cannot be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 8. <u>Survival of Obligations</u>. All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.
- 9. <u>Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

EXECUTED THIS	day of	, 2025
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[Signatures on Following Page]

# NATIONAL MEDAL OF HONOR ARLINGTON ECONOMIC **DEVELOPMENT CORPORATION MUSEUM FOUNDATION** By:\_\_\_\_\_ By:\_\_\_\_\_ Name: Name:\_\_\_\_\_ Title: Title: ATTEST: Alex Busken, Asst. Secretary APPROVED AS TO FORM: MOLLY SHORTALL, Counsel for the Arlington Economic Development Corporation BY\_\_\_\_